**INTEGRITY PACT**

Between

**Power Grid Corporation of India Limited**

having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai,

New Delhi – 110 016

hereinafter referred to as

**"POWERGRID",**

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]*

having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full Address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [*Insert the name of the Partner(s) of Joint Venture, as applicable]*

having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full Address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as

**"The Bidder/Contractor"**

**Preamble**

POWERGRID intends to award, under laid-down organisational procedures, contract(s) for **Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509**. POWERGRID values full compliance with all **relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors**.

In order to achieve these goals, POWERGRID and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact'** which will form a part of the bid.

It is hereby agreed by and between the parties as under:

**Section I - Commitments of POWERGRID**

(1) POWERGRID commits itself to take all measures necessary to prevent corruption and to observe the following principles :­

a) No employee of POWERGRID, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) POWERGRID will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. POWERGRID will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) POWERGRID will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.

(2) **If POWERGRID obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act , or if there be a substantive suspicion in this regard, POWERGRID will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under POWERGRID’s Rules.**

**Section II - Commitments of the Bidder/Contractor**

(1) The Bidder*/*Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder*/*Contractor** commits **itself** to observe the following principles during **its** participation in the tender process and during the contract execution:

a) The Bidder*/*Contractor will not, directly or through any other person or firm, offer, promise or give **to any of POWERGRID's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder*/*Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) **The Bidder/Contractor shall not pass any information provided by POWERGRID as part of business relationship to others and shall not commit any offence under PC / IPC Act**.

d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of POWERGRID.

g) **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences. ­

**Section III- Disqualification from tender process and exclusion from future contracts**

(1) If the Bidder, before contract award, has **committed a transgression** through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, POWERGRID may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder/Contractor has **committed a transgression** through a violation of Section II such as to put his reliability or credibility into question, POWERGRID may, after following due procedures, **ban /blacklist the Bidder/Contractor in line with POWERGRID’s policy for “Black-Listing of Firms / Banning of Business**”. The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, POWERGRID may revoke the **ban** prematurely.

**Section IV** - **Liability for violation of Integrity Pact**

(1) If POWERGRID has disqualified the Bidder from the tender process prior to the award under Section III, POWERGRID **is entitled for** **forfeiture** **of** the Bid Guarantee under the Bid.

(2) If POWERGRID has terminated the contract under Section III **or if POWERGRID is entitled to terminate the contract under Section III**, POWERGRID **shall be entitled** to forfeit the Contract Performance Guarantee of this contract, **in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

**Section V**- **Previous Transgression**

(1) The Bidder shall **disclose in its Bid any**  transgressions occurred in the last **10** years with any other Public Sector Undertaking **or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle**.

(2) If the Bidder makes incorrect statement on this subject, **it** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and **further action can be taken in line with POWERGRID’s policies.**

**Section VI** - **Equal treatment to all Bidders */* Contractors**

(1) POWERGRID will enter into agreements with identical conditions as this one with all Bidders.

(2) POWERGRID will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

**Section VII - Punitive Action against violating Bidders */* Contractors**

If POWERGRID obtains knowledge of conduct of a Bidder or a Contractor or **its** subcontractoror of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractorwhich constitutes corruption, or if POWERGRID has substantive suspicion in this regard, POWERGRID will inform the Chief Vigilance Officer (CVO).

(\*)**Section VIII - Independent External Monitor/Monitors**

(1) POWERGRID has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. **The names of the IEMs have been indicated in the Bidding Documents.**

(2) The **panel of IEMs shall** review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. **The panel of IEMs** has right of access to all project documentation. **The panel of IEMs** may examine any complaint received by **them** and submit a report to Chairman-cum-Managing Director, POWERGRID, **giving joint findings**, at the earliest. **The panel** of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / **She** reports to the Chairman-cum-Managing Director, POWERGRID.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of POWERGRID related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / **her** request and demonstration of a valid interest, unrestricted and unconditional access to **their** documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) POWERGRID will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between POWERGRID and the Bidder/Contractor related to this contract. **The IEMs shall also sign declaration on ’Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Direct**or, **POWERGRID and recuse himself/herself from that case**

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he **/ she** will so inform the Chairman-cum-Managing Director, POWERGRID and request the Chairman-cum-Managing Director, POWERGRID to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to POWERGRID and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to POWERGRID.

(7) The IEM will submit a written report to the Chairman-cum-Managing Director, POWERGRID within 8 to 10 weeks from the date of reference or intimation to him by POWERGRID and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Chairman-cum-Managing Director, POWERGRID, a substantiated suspicion of an offence under **PC / IPC Act**, and the Chairman-cum-Managing Director, POWERGRID has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) **While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, POWERGRID and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.**

(10) The word ‘**IEM**’ would include both singular and plural.

*(\*) This Section shall be applicable for only those packages wherein the IEMs have been identified in the Bidding Documents.*

**Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

**Section X - Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishmentof POWERGRID. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. **Side agreements have not been made**.

(3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the Bidding Document~~.~~

(5) **Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.**

(6) Views expressed or suggestions/submissions made by the parties and the recommendations of the ***CVO/***IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

*# CVO shall be applicable for packages wherein IEM are not identified. IEM shall be applicable for packages wherein IEM are identified.*

(7) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

|  |  |
| --- | --- |
| (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **(For & On behalf of POWERGRID)** | **(For & On behalf of Bidder/ Partner(s) of Joint Venture/ Contractor)** |
| (Office Seal) | (Office Seal) |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Witness 1 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness 1 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Witness 2 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness 2 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron &Steel Products**

***(On Domestic Manufacturer’s Letterhead)***

*To: [Insert: name of Employer]*

Dear Ladies and/or Gentlemen,

WE ……………*[insert: name of Domestic Manufacturer]*[hereinafter, ”Domestic Manufacturer” ]who are established and reputable manufacturers of…….. *[insert: name and/or description of the Iron/Steel Product being supplied by the Domestic Manufacturer]*[hereinafter, “Iron & Steel Products” ] having production facilities at ………….*[insert: address of factory]* do hereby authorize ……………*[insert: name & address of Bidder]* (hereinafter, the “Bidder”) to submit a bid, and subsequently negotiate and sign the Contract with you against “**Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509”** including for supply of Goods manufactured using the Iron & Steel Product produced by us.

We hereby assure that in the event of award of the Contract on the Bidder, we shall supply the Iron & Steel Products to the Contractor, adhering to minimum Domestic Value Addition prescribed for the Iron & Steel Products in line with the “Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement” issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017**and its revision dated 29th May 2019** including subsequent amendments/ modifications, if any.

For and on behalf of the Domestic Manufacturer

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of ……..*[insert: title of position or other appropriate designation]* and this should be signed by a person having the power of attorney to legal bind the Domestic manufacturer.

Date:....................

Place:................... (Signature)........................................….........………..

 (Printed Name)...........................................………….

 (Designation)................…………................................

(Common Seal).…………..........…...….......................

*Note 1. The Authorization certificate should be on the letterhead of the Domestic Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Domestic Manufacturer. It shall be included by the bidder in its bid.*

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on a non judicial stamp paper of Rs. 100/-.**

**Date:**

I \_\_\_\_\_\_\_\_S/o, D/o, W/o, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*dated 8th May 2017****and its revision dated 29th May 2019* including subsequent amendments/ modifications, if any** and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value addition **of Iron & Steel Products supplied by us\*/supplied by us to ………..(*Name of the bidder*)…………\*** for manufacturing/supply of Goods for “**Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509”**.

**\* *Please delete whichever is not applicable***

That the domestic value addition for all inputs which constitute the said Iron & Steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No.\_\_\_\_\_\_ *dated 8th May 2017****and its revision dated 29th May 2019*** wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies)/POWERGRID is hereby authorized to take action in line with the provisions of the Integrity pact/ Bidding Documents. **I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.**

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Bidder

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the Iron &Steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach value addition certificates from suppliers, if the input is not in-house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of……………………………………………… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

**Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.**

**Date:**

I \_\_\_\_\_\_\_\_S/o, D/o, W/o, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **04/06/2020**(hereinafter **PPP-MII order**), **‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 issued by Ministry of Power** (hereinafter **MoP order**) and any subsequent modifications/Amendments**,** if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509.**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

**That the ‘Local Content ‘as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II **is ……… percent (%).**

That the goods/services/works supplied by me for **Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509** meet the ‘Local Content‘ requirement as defined in the PPP-MII order **and MoP order for ‘Class –I local supplier’/‘Class-II Local supplier (*choose as applicable*)**.

That the value addition for the purpose of meeting the ‘Local Content ‘has been made by me at ……………………… (*Enter the details of the location(s) at which value addition is made)*.

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for **‘Class –I local supplier’/‘Class-II Local supplier (*choose as applicable*)**

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of……………………………………………… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

**Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable*[to be submitted on the letter head of the issuer.]***

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated **04/06/2020** [hereinafter, “PPP-MII Order”] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, **‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 issued by Ministry of Power [hereinafter,** “**MoP order**”]and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order **and MoP Order**, M/s. *………[Enter the name of the Bidder] [*hereinafter,**“Class-I Local Supplier”/”Class-II Local Supplier*” (choose as applicable)****]* have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Local Content in Goods/Services/Works to be supplied by the **“Class-I Local Supplier”/”Class-II Local Supplier*” (choose as applicable)*** for **Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509**, wherein they have agreed to abide by the terms and conditions of the PPP-MII Order **and MoP Order.**

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (**in the case of companies**) or a practicing cost accountant or practicing chartered accountant (**in respect of suppliers other than companie**s) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the **“Class-I Local Supplier”/”Class-II Local Supplier*”(choose as applicable)*** for **Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509.**

Accordingly, we, the Statutory Auditor(s) /Cost auditor of the **“Class-I Local Supplier”/”Class-II Local Supplier*”***/ a practicing cost accountant or practicing chartered accountant [***choose as applicable***], certify that the Local Content as defined under the PPP-MII **and MoP Order**, in the Goods/Service/Works to be supplied by the **“Class-I Local Supplier”/”Class-II Local Supplier*” (choose as applicable)*** for **Conductor Package CD03** for procurement of ACSR Lapwing Conductor under balance works of 400kV D/C Lower Subansiri-Biswanath-Chariali TL-II and Specification Number/**Bid Number : GEM/2021/B/1092509**  is ……….. percentage [*specify the percentage of Local content* ].

For and on behalf of, Date:

<<Statutory Auditor’s/Cost auditor’s/Cost accountant’s/Chartered accountant’s attestation>>

Firm Reg No. Membership No.

 *Note:This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by POWERGRID.*

**FORMAT OF VALUE- ADDITION CERTIFICATE ON HALF-YEARLY BASIS (SEP 30 AND MAR 31), DULY CERTIFIED BY THE STATUTORY AUDITORS OF THE DOMESTIC MANUFACTURER**

Dear Sir,

We have read and understood the provisions of “Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement” [hereinafter, “Policy”] issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 **and its revision dated 29th May 2019** including subsequent amendments/ modifications, if any.

In line with the provisions of the Policy, M/s. *………(Name of the Domestic Manufacturer) [*hereinafter, “Domestic Manufacturer”*]* have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Domestic Value Addition in Iron & Steel Products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for ……………… *[Enter the name of the Contract* ] awarded to …………[*Enter the name of the Contractor* ] by POWERGRID, wherein they have agreed to abide by the terms and conditions of the Policy.

Further, in line with the Policy, the Statutory Auditor(s) of the Domestic Manufacturer have to issue a certificate on half-yearly basis (Sept 30 and March 31) duly certifying that the Domestic Value Addition made for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for ……………… [*Enter the name of the Contract*] during the preceding 6 months, are in accordance with the Policy.

Accordingly, we, the Statutory Auditor(s) of the Domestic Manufacturer, certify that the Domestic Value addition, calculated as per the provisions of the Policy, for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for ……………… [*Enter the name of the Contract*] during the preceding 6 months are as follows:

|  |  |
| --- | --- |
| Name of the Product  | Domestic Value addition for the preceding 6 months (i.e half year ending Sept 30/March 31 , 20….) in percentage |
|  |  |
|  |  |
|  |  |
|  |  |

For and on behalf of, Date:

<<Statutory Auditor’s attestation>>

Firm Reg No. Membership No.

*Note:*

1. *The Contractor shall be required to furnish the aforesaid certificate from their the Statutory auditors of the Domestic Manufacturer on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.*

*2. Submission of aforesaid certificate for the preceding 6 months shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.*