

Ref. No.: CC/NT/W-MISC/DOM/T00/24/Solar/Amend & Clarif No-01 Date 27/09/2024

Sub.: **Clarification No-01 & Amendment No-01** to Bidding Documents for **Implementation** of Rooftop Solar system for State/UT Govt. buildings under PM Surya Ghar Yojna (PMSGY) in Ladakh/ Rajasthan, Gujarat, Odisha, Assam and POWERGRID's establishment buildings; Spec. No: CC/NT/W-SOLAR/DOM/T00/24/12370, CC/NT/W-SOLAR/DOM/T00/24/12388, CC/NT/W-SOLAR/DOM/T00/24/12398, CC/NT/W-SOLAR/DOM/T00/24/12401, CC/NT/W-SOLAR/DOM/T00/24/12402.

Dear Sir,

- 1.0 This has reference to the bidding documents for the subject Package uploaded alongwith NIT, on the portal <https://etender.powergrid.in> on 30/08/2024.
- 2.0 Please find enclosed herewith **Clarification No-01 & Amendment No-01 dated 27/09/2024** to the aforesaid Bidding Documents, which shall form an integral part of the Bidding Documents.
- 3.0 Save and except the above, all other terms and conditions of the Bidding Documents remain unchanged.

Thanking you,

Yours faithfully,



(Shivendra Sharma)  
DGM(CS)

**Clarification No-01 to Bidding Documents for Rate Contract for Supply & Installation of Rooftop Solar projects on State/UT Govt. buildings and POWERGRID buildings under PM Surya Ghar (PMSGY) scheme for:**

i) Rajasthan & Ladakh and Office Buildings in POWERGRID Northern Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12370 (Package-RTSG-01),

ii) Gujarat and Office Buildings in POWERGRID Western Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12388(Package-RTSG-02)

iii) Odisha and Office Buildings in POWERGRID Eastern Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12398(Package-RTSG-03)

iv) Tamil Nadu, Lakshadweep, Puducherry and Office Buildings in POWERGRID Southern Region, Spec No: CC/NT/W-SOLAR/DOM /T00/24/12401(RTSG-04)

v) Assam and Office Buildings in POWERGRID North-Eastern Region, Spec No: CC/NT/W-SOLAR/DOM /T00/24/12402(Package-RTSG-05).

**CLARIFICATION-1 TO PRE-BID QUERIES**

Sl. No.	Clause no.	Description as per Tender Specification	Bidders Query/ Clarification sought	Employer's Reply
1	Technical Specifications, Section-Project, Cl. No. 7.14	<p><b>7.14 Guidelines for selection of EPC vendor:</b></p> <p>In case, the bidder is qualified for the execution of subject package through the routes other than Route-1 (EPC route) of the Bidder's Qualifying Requirements, the bidder shall tie up with EPC vendors meeting the following:</p> <p>i) The vendor should be a Company / Firm / Corporation / LLP in India having experience in Installation, Commissioning &amp; Maintenance of Solar PV systems and having GST registration and PAN number; and</p> <p>ii) The vendor should have installed at least 5 (five) nos. of rooftop solar PV systems after 31.03.2023.</p> <p>iii) The vendor should have a valid electrical license.</p> <p>The contractor shall submit an undertaking to the Employer confirming the compliances of the above for the selected EPC vendor.</p>	<p>We here by request to consider two things for us as MSME.</p> <p>1) Turn Over annual average of 6.6cr and our average is 1cr for last three years. Please consider us for 1cr average turnover.</p> <p>2) Electrical License : No other Govt Schemes has requirements of this , Like MNRE (PM SuryaGhar Scheme , OREDA , OAIC , RWSS , CPWD etc.) , Here we request you to consider us with undertaking which we will apply and submit in some time.</p>	<p>1) Benefits to the MSE's shall be extended in line with the provisions of the bidding documents.</p> <p>2) Please refer Amendment-1.</p>

**Amendment No-01 to Bidding Documents for Implementation of Rooftop Solar system for State/UT Govt. buildings under PM Surya Ghar Yojna (PMSGY) in Ladakh/ Rajasthan, Gujarat, Odisha, Assam and POWERGRID's establishment buildings; Spec. No: CC/NT/W-SOLAR/DOM/T00/24/12370, CC/NT/W-SOLAR/DOM/T00/24/12388, CC/NT/W-SOLAR/DOM/T00/24/12398, CC/NT/W-SOLAR/DOM/T00/24/12401, CC/NT/W-SOLAR/DOM/T00/24/12402.**

Sr. No	Clause reference.	Existing Provision	Amendment Provision
1.	Technical Specifications, Section-Project, Cl. No. 7.14	<p><b>7.14 Guidelines for selection of EPC vendor:</b>            In case, the bidder is qualified for the execution of subject package through the routes other than Route-1 (EPC route) of the Bidder's Qualifying Requirements, the bidder shall tie up with EPC vendors meeting the following:            i) The vendor should be a Company / Firm / Corporation / LLP in India having experience in Installation, Commissioning &amp; Maintenance of Solar PV systems and having GST registration and PAN number; and            ii) The vendor should have installed at least 5 (five) nos. of rooftop solar PV systems after 31.03.2023.  <b>iii) The vendor should have a valid electrical license.</b>            The contractor shall submit an undertaking to the Employer confirming the compliances of the above for the selected EPC vendor.</p>	<p><b>7.14 Guidelines for selection of EPC vendor:</b>            In case, the bidder is qualified for the execution of subject package through the routes other than Route-1 (EPC route) of the Bidder's Qualifying Requirements, the bidder shall tie up with EPC vendors meeting the following:            i) The vendor should be a Company / Firm / Corporation / LLP in India having experience in Installation, Commissioning &amp; Maintenance of Solar PV systems and having GST registration and PAN number; and            ii) The vendor should have installed at least 5 (five) nos. of rooftop solar PV systems after 31.03.2023.  <b>iii) The vendor should have valid statutory registration(s)/ license(s)/ permit(s), applicable as per the requirements of State Govt./Central Govt./ Utility, for carrying out the Installation, Commissioning &amp; Maintenance of Solar PV systems.</b>            The contractor shall submit an undertaking to the Employer confirming the compliances of the above for the selected EPC vendor.</p>
2.	ITB 13.1 Volume-I Bid Data Sheets (BDS)	<p><b>Replace</b> ITB 13.1 as per following:             Bid Security shall be submitted by the bidder as per the details shown below.....</p>	<p><b>Supplementing</b> ITB 13.1 as per following:             Bid Security shall be submitted by the bidder as per the details shown below.....</p>
3.	Volume-III	<p>Format of Integrity Pact is annexed in Attachment 14 of Excel file namely "First Envelope &amp; Bid Forms(xls)".</p>	<p>Format of Integrity Pact is attached herewith as Attachment 14 (Integrity Pact) in pdf format.</p>

## INTEGRITY PACT

Between

POWERGRID Energy Services Ltd. (A wholly Owned Subsidiary of Power Grid Corporation of India Limited) incorporated under the Companies Act, 2013, having its Registered Office at Plot No. - 29, Sec 44, Gurugram- 122001 (Haryana) through its Office at Plot No. - 42, Sec 44, Gurugram- 122001 (Haryana)

hereinafter referred to as

"PESL",

and

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

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

*(Insert full Address)*

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and

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

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

*(Insert full Address)*

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hereinafter referred to as

**"The Bidder/Contractor"**

### **Preamble**

PESL intends to award, under laid-down organisational procedures, contract(s) for **“Rate Contracts for Supply & Installation of Rooftop Solar projects on State/UT Govt. Buildings and POWERGRID Buildings under PM Surya Ghar (PMSGY) Scheme”** i) Rajasthan & Ladakh and Office Buildings in POWERGRID Northern Region Spec No: CC/NT/W-SOLAR/DOM/T00/24/12370, ii. Gujarat and POWERGRID Buildings in Western Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12388, iii. Odisha and POWERGRID Buildings in Eastern Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12398, iv. Tamil Nadu, Lakshadweep, Puducherry and POWERGRID Buildings in Southern Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12401 v. Assam and POWERGRID Buildings in North-Eastern Region, Spec No: CC/NT/W-SOLAR/DOM/T00/24/12402. POWERGRID/PESL 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, PESL 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/PESL**

- (1) POWERGRID/PESL commits itself to take all measures necessary to prevent corruption and to observe the following principles :
  - a) No employee of POWERGRID/PESL, 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/PESL will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. POWERGRID/PESL 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) PESL 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/PESL 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/PESL 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 PESL/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 PESL 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 PESL.
  - 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, PESL 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, PESL/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, PESL/POWERGRID may revoke the **ban** prematurely.

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

- (1) If POWERGRID/PESL has disqualified the Bidder from the tender process prior to the award under Section III, PESL **is entitled for forfeiture of the Bid Guarantee** under the Bid.
- (2) If PESL has terminated the contract under Section III **or if PESL is entitled to terminate the contract under Section III**, PESL **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) PESL will enter into agreements with identical conditions as this one with all Bidders.
- (2) PESL 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/PESL obtains knowledge of conduct of a Bidder or a Contractor or **its** subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if POWERGRID/PESL has substantive suspicion in this regard, POWERGRID/PESL 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 Director, 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 Section - I : Invitation for Bids and/or ITB: Conditions of Contract, Volume-I of 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 establishment of PESL/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 General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (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 in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

- (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) \_\_\_\_\_

**(For & On behalf of PESL)**

(Signature) \_\_\_\_\_

**(For & On behalf of Bidder/ Partner(s)  
of Joint Venture/ Contractor)**

(Office Seal)

(Office Seal)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

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Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

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Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

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Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

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