**SECTION – I**

**INVITATION FOR BIDS (IFB)**

**INVITATION FOR BIDS (IFB)**

**FOR**

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -**

**Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

(**DOMESTIC COMPETITIVE BIDDING**)

**(SINGLE STAGE TWO ENVELOPE BIDDING)**

DATE OF ISSUANCE OF IFB: 31.01.2024

Specification No.: **GEM/2024/B/4521698**

FUNDING : DOMESTIC

1.0 Power Grid Corporation of India Ltd. (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 through its Regional Head Quarter NR-III, Avadh Vihar Yojna, Near Shaheed Path, Lucknow (U.P) – 226002 (hereinafter referred to as ‘POWERGRID’/ ’Owner’) has decided to procure **Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

1.1 The procurement activities in respect of the aforesaid Project shall be carried out by the Owner himself and it intends to use domestic funding for eligible payments under the contract for the package as mentioned above. For the purpose of all procurement activities, the Owner shall also be referred to as ‘Purchaser’.

2.0 POWERGRID invites sealed Bids for **Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari - Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region** under secured e-procurement procedure as per following detailed:

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| **PACKAGE** | **DESCRIPTION** | **UNIT** | **QTY** |
| **Replacement of Porcelain Insulator to Polymer Insulator in 400 kV D/C Quad Motihari- Gorakhpur Transmission Line Under Gorakhpur TLM**  | **160 KN Quadruple Tension String** | **EA** | **60** |
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* 1. The scope of work covered under the subject Packages shall be
1. **Work to be done as per POWERGRID Norms or as per instruction of Engineer In-charge. Highest Standard of Safety to be adopted during execution of work. The work shall be done during shut down period.**
2. **All required Tools & Plants, Personal Protective Equipment (PPEs) and Transportation of Insulators are in the scope of Executing Agency.**
3. **Insulators Replacement to be done at specified tower. However, ROW clearance if any; including payment of compensation in the scope of POWERGRID.**
4. **After completion of work balance material to be handed over in POWERGRID Store, if any.**
5. **The Scope completion period shall be 08 months. However, shutdown for this work will be provided maximum 02 days. No extra payment in this regard shall be paid by POWERGRID**.
6. **Pre- bid discussion will be carried out after opening of technical bid where bidders have to provide their plan for deployment & completion of work within allowed time frame.**

3.0 **The completion period for the subject Package shall be 240 days from the date of GeM generated Contract.**

3.1 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

3.2 Bidding will be conducted through the Domestic Competitive Bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract. Bidders may note that the Purchaser has uploaded its ‘Works and Procurement Policy and Procedures’ (WPPP) document along with its Modification/Amendment on “*Ineligibility of Firms for Participation in the Bidding Process” and on “Black-Listing of Firms / Banning of Business*” on POWERGRID’s website referred to at para 11.0 below. It shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this ‘Works and Procurement Policy and Procedures’ (WPPP) document or have any claim on the Purchaser on the basis of the same. The respective rights of the Purchaser and the Bidder/Contractor shall be governed by the Bidding Documents/Contract signed between the Purchaser and the Contractor for the package. The provisions of the Bidding Documents shall always prevail over that of ‘Works and Procurement Policy and Procedures’ (WPPP) document in case of contradiction.

4.0 Responsiveness of the bidder shall be as per provision of the bidding documents being issued herewith to the bidder including this IFB.

5.0 Important Instruction for participation in subject e-Tendering:

1. Bidders are requested to read the Guidelines available on GeM web link *https://gem.gov.in* before proceeding for submission of bids. It is important to note that bidders can submit their bids online only through *https://gem.gov.in*.
2. The complete Bidding Documents including tender drawings are available on portal *https://gem.gov.in*.
3. The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
4. Bidders shall ensure that their bids, complete in all respects, are submitted online through GeM portal only. **No DEVIATION in this regard is acceptable.**

6.0 Interested bidders have to necessarily register themselves on the portal *https://gem.gov.in* to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal.

7.0 For proper uploading of the bids on the portal namely *https://gem.gov.in* *(hereinafter referred to as the ‘portal’)*, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from POWERGRID, as and when required, for which contact details are mentioned below. The Purchaser in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid.

8.0 A pre-bid meeting is scheduled for this tender. Bidder has to upload the schedule for completion of work within stipulated time frame.

9.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

9.1 Soft Copy Part of the Bids must be uploaded under Single Stage Two Envelope Bidding Procedure on the portal on or before **11:00 hours** on 21.02.2024**.** The GeM would not allow any late submission of bids through the portal after due date & time as specified.

**Bids shall be opened at 11:30 hours** **on 21.02.2024.**

Document/attachment mentioned at para 11.1 below, must be uploaded without fail on or before **11:00 hours** on 21.02.2024**.**

First Envelope i.e. Techno-Commercial Part shall be opened on 21.02.2024 **at 11:30 hours** in the presence of the bidders’ representatives who choose to attend in person at the address given below or may be viewed by the bidders by logging in to the portal. Second Envelope i.e. Price Part shall be opened in the presence of the bidders’ representatives who choose to attend at the time and date and at the address to be given in the intimation for opening of Second Envelope or may be viewed by the bidders by logging in to the portal.

All bids must be accompanied by a bid security of as per below:

 **INR 22,000/-**

Bid Security must be submitted in physical form at the address given at para 11.0 below on or before **11:00 hrs.** on 21.02.2024.

 Bank Details for Bid Security submission is as follows:

“ACCOUNT NUMBER: 00000035993161978

IFSC CODE: SBIN0000125

BANK ADDRESS: MAIN BRANCH, MOTI MAHAL MARG, HAZRATGANJ, LUCKNOW-226001”

10.0 POWERGRID reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

10.1 E-reverse Auction shall NOT be done under the subject package.

11.0 All correspondence with regard to the above shall be to the following address.

(By Post/In Person)

Chief Manager(C&M)/ Sr. GM(C&M),

Power Grid Corporation of India Limited

**New** Northern Region-III Headquarter

Plot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,

Lucknow- 226002 (UP)

Landmark: Near Medanta Hospital

Mobile: +91 8005499794

For more information on the portal, please visit site [*https:/www.powergrid.in*](https://etender.powergrid.in)

11.1 Bidder shall necessarily submit the following documents:

**i) Attchment-1: Bid Security (As per GeM format/DD) must be submitted in physical form at the address given at para 11.0 below on or before 11:00 hrs. on 21.02.2024.**

**ii) Attchment-2: Declaration regarding Events occurred as per the format provided in the Document**

**iii) Attchment-3:**  **Declaration regarding local content** NOT APPLICABLE

 Affidavit of Self certification regarding Local Content in line with PPP-MII order **and ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020, 17/09/2020 and 16/11/2021 issued by Ministry of Power** (hereinafter **MoP order**), if applicable, and any subsequent modifications/Amendments**,** if anyto be provided on a non-judicial stamp paper of Rs. 100/- Or on own Letter Head. NOT APPLICABLE

 In line with the PPP-MII order and MoP order **dated 28/07/2020, 17/09/2020 and 16/11/2021**, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII **order dated 28/07/2020, 17/09/2020 and 16/112021**, on a non-judicial stamp paper of Rs. 100/- Or on own Letter Head. NOT APPLICABLE

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 Further, false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity pact and in line with the provisions of the PPP-MII Order and MoP order **dated 28/07/2020, 17/09/2020 and 16/11/2021**.

iv)  **Attachment-4: Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)** as per the format provided in the Document.

**v) Attchment-5: Declaration by KMP :** The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

**vi)**  **Attachment-6:**Manufacturer’s Authorization Form NOT APPLICABLE

**vii)** **Attachment-7:** Declaration regarding Ex-employees of POWERGRID in our Organisation

**viii) Attachment-8: Integrity Pact – 02 Nos. shall be submitted on INR 100/- Non judicial stamp paper. NOT APPLICABLE**

**viii) Power of Attorney**: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.

**---- *End of Section-I (IFB)* ----**

**SECTION – II**

**BID DATA SHEETS (BDS)**

**BID DATA SHEETS (BDS)**

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB)

| **Sl. No.** | **Bid Data Details** |
| --- | --- |
|  | Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below: |
| **Sr. No.** | **Event** | **Period for which bid(s) shall be considered as non-responsive/ not eligible** |
| 1. | Termination of Contract due to Contractor’s default | 1 year |
| 2. | Encashment of CPG due to non-performance | 1 year |
| 3. | Repeated failure of major Equipment while in service  | 1 year |
| 4. | Substantial portion of works (more than 50% of the Contract\*) is sub-contracted, under an existing Contract | 1 year |
| 5. | More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor | 1 year |
| 6. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | Till the firm comes out of Resolution process |
| *\*For the purpose of working out 50% of the Contract, following shall be taken into account:**(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.* *(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.* **The Employer shall be the sole judge in this regard and the Employer’s interpretation on the aforesaid event(s) shall be final and binding.** |
|  | The firm has to be a **‘Class-I local supplier’** or **‘Class-II local supplier’** as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by **Department for promotion of Industry and Internal Trade (DPIIT),** Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020, 17/09/2020 and 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. Presently, the local content requirement to categorize a supplier as ‘Class-I Local supplier’ is minimum 50%. For, ‘Class –II local supplier’ the ‘local content’ requirement is minimum 20%.**NOT APPLICABLE.**Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term ‘entity’ of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.The ‘Class-I local supplier’/ ‘Class-II local supplier’ shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’/ ‘Class-II local supplier’ and shall give details of the location(s) at which value addition is made. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the ‘Class-I local supplier’/ ‘Class-II local supplier’ shall ensure that the item offered meets the Local Content requirement considering the revised prices.**Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of issuance of Contract by GeM.**However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.For the aforesaid purpose,(i) “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process(ii) “Bidder from a country which shares a land border with India” for this purpose means:a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; orc. An entity substantially controlled through entities incorporated, established or registered in such a country; ord. An entity whose beneficial owner is situated in such a country; ore. An Indian ( or other) agent of such an entity; orf. A natural person who is a citizen of such a country; org. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above(iii) The beneficial owner for the purpose of (ii) (d) above will be under:1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has controlling ownership interests or who exercises control through other meansExplanation-a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.**The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format at Attachment - 4.** |
|  |  **EMD exemption and purchase preference benefits shall not be extended to such****MSE bidders who are Traders in line with GeM Procedures/policies** **If a bidder is a MSE (based on the documents submitted in the bid) but has not** **claimed for “MSE Purchase preference” in GeM for the Specific package, MSE** **purchase preference shall not be extended as illustrated below:** **MSE Bidder is not L1****In case an MSE Bidder (based on the documents submitted in the bid) is not a L1 bidder and further has not claimed “MSE Purchase Preference” in GeM for the Specific package, GeM Considers them as Non MSE bidder and the GeM algorithm does not send request to the bidder for matching the prices. Accordingly, purchase preference shall not be extended to such MSE bidders as per the GeM Procedures/policies.****MSE Bidder is L1****In case an MSE Bidder (based on the documents submitted in the bid) is L1 bidder and further has not claimed “MSE Purchase Preference” in GeM for the Specific package, GeM Considers the bidder as Non MSE bidder and mandatorily gives option to send price match request to the other eligible MSE (falling within %15 of L-1 bidder).  Based on the outcome of the price matching, L-1 bidder is displayed in the portal for POWERGRID to take a decision on whom to award the package . In such a case, the bidder shall be treated as Non MSE bidder as per GeM Procedures/policies.****Those MSE bidders (based on the documents submitted in the bid) who have not** **claimed “EMD exemption” in GeM for the specific package, EMD exemption** **benefits shall not be extended as per the GeM Procedures/policies.** |
|  | Bidder shall quote their prices **INCLUSIVE** of **GST.****However, before award, L1 Bidder will be required to submit HSN Code & GST Rate.**  |
|  | Prices quoted by the Bidder shall be FIRM and FIXED. No price variation shall be applicable to the prices during the currency of the contract. |
|  | **Hard Copy of Bid Security (in Original)** or documentary evidence in support of exemption of Bid Security, in separate envelope shall be submitted on or before bid submission deadline.Bidder may note that non-submission of Bid Security shall lead to outright rejection of their Bid. |
|  | The completion period for subject Package shall be 240 days from the date of GeM generated Contract. |
|  | Pre- bid discussion will be carried out after opening of technical bid where bidders have to provide their plan for deployment & completion of work within allowed time frame.During bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid in writing, however, no change in the price or substance of the bid shall be sought, offered or permitted. |
|  | **EVALUATION CRITERIA**:1. PHASE 1: PRELIMINARY EXAMINATION:
2. Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Bid, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder’s bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the successful Bidder’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
3. Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5.7 (Supplier’s Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39 (Arbitration) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as nonresponsive.

If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.1. **QUALIFICATION:**
2. The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in the bidding document to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer’s interpretation of the Qualification Requirement shall be final and binding.
3. The determination will take into account the Bidder’s financial, technical capabilities including production capabilities, in particular the Bidder’s contract work in hand, future commitments & current litigation and past performance. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder in their bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of bidding document. The employer shall be sole judge in this regard.
4. The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
5. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder’s bid.
6. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder’s failure to submit the same along with the Bid or subsequently, the Bid shall be rejected.1. **EVALUATION OF TECHNO - COMMERCIAL PART:**
2. The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders in their bid and other requirements in the Bidding Documents, taking into account the following factors:
3. overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
4. achievement of specified performance criteria by the facilities
5. compliance with the time schedule as specified at clause no. 6 above. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.
6. type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
7. any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
8. any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
9. details furnished by the bidder in response to the requirements specified in Volume-II (Technical Specification) of the Bidding Documents.
10. **EVALUATION OF SECOND ENVELOPE (PRICE PART):**
11. The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to qualification and techno commercial evaluation.

The comparison shall include the applicable taxes, duties and other levies. |
|  | e-reverse auction (e-RA) shall not be conducted.  |
|  | Placement of Award:GeM generated Contract Order which shall also be referred to as ‘Notification of Award (NOA)’ |
|  | Performance Security:The Contractor shall, within twenty-eight (28) days of the notification of award, provide performance security(ies) for the due performance of the Contract in the amount equivalent to **Ten percent (10%)** of the Contract Price, with a validity up to ninety (90) days beyond the Defect Liability Period. The NIT is being issued with 5% e-PBG. The exact percentage shall be decided with the approval of the competent authority. |
|  | Pre- bid discussion will be carried out after opening of technical bid where bidders have to provide their plan for deployment & completion of work within allowed time frame |
|  | **The performance of the Services offered;****Bidder shall conform to the guaranteed performance or efficiency of the Equipment in response to the Technical Specifications. Equipment offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Equipment with a performance less than the specified may be rejected.** |

**----- *End of Section-II (BDS)* --**

**Section-III: QUALIFYING REQUIREMENTS FOR Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region.**

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| Qualification of a bidder will be based on meeting the minimum criteria specified below regarding the bidder's technical and financial position as demonstrated by the bidder's responses in the corresponding Bid Schedules. The bid can be submitted by an individual firm meeting the Qualifying Requirement (QR). The Employer may assess the capacity and capability of the bidder in Qualification Stage, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall include (i) Document verification,(ii) Visit to manufacturing plant of the bidder, (iii) Details of works executed, works in hand, anticipated in future & balance capacity available for the present scope of work, (iv) Details of plant and machinery, manufacturing/testing facilities, safety equipment, manpower and financial resources, (v) Details of quality system in place, (vi) past experience and performance, (vii) Customer feedback, (viii) Visit to customer’s premises to verify the performance of similar product, (ix) Banker's feedback etc. POWERGRID reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.**1.1 Technical Experience: -**The Bidder must have successfully executed the Insulator replacement work of 220kV or above voltage transmission line or similar\* work at any Central/State Govt. Organization/PSU/Public Listed Company during last seven (07) years as on originally scheduled date of bid opening i.e **21.02.2024** (a)  One Single contract of value not less that (80% of the estimated value of the package) i.e. **INR 8.78 Lakhs****OR**(b) Two contracts each of value not less than (50% of the estimated value of the package) i.e. **INR 5.49 Lakhs**      **OR**(c) Three contracts each of value not less than (40% of the estimated value of the package) i.e. **INR 4.39 Lakhs.** \*Similar work means “For carrying out works related to EHV transmission lines (220kV or above) like stringing/de-stringing etc”. In case bidder is a holding company, the technical experience referred to in clause 1.1 above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 1.1 above shall be of that subsidiary company only (i.e. excluding its holding companies). In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract. In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract. **1.2 Financial Position:**For the purpose of this particular bid, bidders shall meet the following minimum criteria: - The Minimum Average Annual Turnover (MAAT) of the bidder for best three years i.e., thirty-six (36) months out of Last Five (05) financial years should be not less than **INR 13.95 Lakhs**. Minimum Average Annual Turnover (MAAT) Liquid Asset requirement of (LA): Not Applicable Net Worth requirement: Not Applicable Annual total income as incorporated in the profit and loss account excluding non-recurring income e.g. sale of fixed assets. In case bidder is a holding company, the financial position criteria referred to in clause 1.2 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, the financial position criteria referred to in clause 1.2 above shall be of that subsidiary company only (i.e. excluding its holding company). The bidder shall submit documentary evidence in support of meeting the qualification criteria as specified above.    Note:   RELAXATION FOR MSE BIDDERSi)  FINANCIAL EXPERIENCE: -Start-Ups^^ shall also be considered qualified if they meet 80% (Eighty percent) of the financial requirements specified at para 1.2 above.MSEs^ shall also be considered qualified if they do not meet the financial requirement specified at para 1.2 above.^MSEs as defined in bidding documents.^^Start-Ups as defined by DIPP (Circular No 04/2022), as on the originally scheduled date of bid opening. |

**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SPECIAL CONDITIONS OF CONTRACT**

1. **Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region General Information**
	1. The requirements condition, appendices etc., stated in Volume II shall apply to and shall be considered to supplement this Special Conditions of Contract (SCC). In case of any discrepancy between the provisions of SCC and these Volumes of, the provisions of SCC shall prevail.
	2. Unless brought out clearly, the bidder shall be deemed to conform strictly to bidding documents. All deviations from the specifications shall be clearly brought out in the respective schedule of deviations.
	3. The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
	4. Before proceeding with the bidding process of the aforesaid work under the subject package, the bidder shall fully familiarize himself with the site conditions. It shall be responsibility of the bidder to arrange all inputs required for detailed engineering and execution. The bidders are advised to visit the sites, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc. The Contractor shall be fully responsible for providing all equipment, materials, system and service specified or otherwise which are required to complete the aforesaid works under the package.
	5. Bids from Joint Venture is not permitted for the instant tendering package.
	6. The contractor shall not sublet any portion of the contract.
	7. The bid security shall, at the bidder’s option, be in the form of a crossed bank draft in favour of “Power Grid Corporation of India Limited”, payable at Lucknow or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security available in GeM. The validity of Bid Security shall be as per applicable General Terms and Conditions (GTC) of GeM.

The Bid Security shall be in favour of ’Power Grid Corporation of India Limited’ payable at Lucknow (Uttar Pradesh).

The details for bid security are as follows:

**Name of the Bank:** State Bank of India

**Branch Address:** Main Branch, P B Division, Moti Mahal Marg,

Lucknow – 226 001(UP)

 **Code:** SBIN0000125

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| Alternatively, if bid security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making online payment towards Bid Security, the bidder shall choose Segment as “Suppliers” and fill in details as follows: |
| Payment Category | EMD |
|  Sub-category | EMD payment-NR-III |
| Name of Depositor | Name of the Bidder *( name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids*  |
| Vendor Code, if applicable  | POWERGRID vendor code of the bidder, if existing *(vendor code of the Sole bidder or the lead partner of the Joint Venture)*  |
| Payment Remarks | Bid Security for ………….. *[enter the name of the package]* |
| The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only. |

Any bid not accompanied by an acceptable bid security or **Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to clarification**), except as exempted below, shall be rejected by the Employer as being nonresponsive.

Further, Micro and Small Enterprises (MSEs) registered with Udyam Registration portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of bid security as per the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notification issued from time to time for such enterprises. This shall be subject to submission of ‘Udyam Registration Certificate’ with regard to registration with authority mentioned above in accordance with relevant notifications/orders.

1. **Scope of Work**
	1. The scope of work is attached with the Bidding document.
2. **Engineer – in – Charge**

Engineer-in-charge(s) for the subject package shall be Substation in -charge.

Engineer-in-charge(s) may authorise any of his officers as his representative for the execution of the subject work.

Power Grid Corporation of India Limited

400kV Gorakhpur Sub-station,

Sec-23 GIDA Sahajanwa

Gorakhpur (UP), PIN-273209

1. **Price Basis**
	1. The rates indicated shall be firm throughout the currency of the contract and shall not be subject to any Price Adjustment.
2. **Taxes and Duties**
	1. The charges indicated for services to be performed under the contract shall be inclusive of all taxes and duties including **GST**.
3. **Contract Price**
	1. The bidder shall quote its prices ONLINE only on GeM portal. Further, the prices quoted by the bidder shall be inclusive of GST. Bidder may note that GeM charges additional charges from the winning contractor. Accordingly, bidder shall submit their prices.
4. **Contract Duration**
	1. **The period of Contract shall be 240 days from the effective date of contract.**
5. **Terms of Payment**
6. **90% of progressive payment on completion of works subject to submission of following documents:**
7. **a) Unconditional Acknowledgment of LOA**
8. **b) Submission of original Tax Invoice**
9. **c) Submission of Contract Performance Guarantee**
10. **d) Work completion/ JMC certificate issued from Engineer in-Charge.**

1. **Balance 10% payment shall be done after completion of scope of work.**
	1. All the payments to be made directly to Contractor under the contract shall be made by POWERGRID through Bank/electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.
	2. Applicable Income tax, as per the rules in India, shall be deducted at source from the above payments and only the net payment shall be released. Necessary Tax Deducted at Source (TDS) certificate shall be issued to you.
	3. The bills are required to be submitted to the Site -In-Charge/Officer-in-charge at respective site, for verification and processing.
	4. The payment will be released by **PPPFC Manesar or its authorised representative** after certification by the Engineer-in-Charge.
	5. No advance payment shall be admissible under any circumstances whatsoever.
	6. **BTS (Bill Tracking System)**

The status of Bill submitted by the Contractor can be checked through the BTS number under tab “Invoice Submitted”.

1. **Quantity Variation**

**25% of the total Contract Price.**

1. **Contract Performance Guarantee**
	1. The Contractor shall submit Contract Performance Guarantee (CPG) as a guarantee towards the faithful performance of the Contract in any of the following forms:
2. Pro-rata deduction at the rate of 10% from the bills of the Contractor shall be made towards Security Deposit

Or

1. Alternatively, the contractor (Contractor) may submit Bank Guarantee equal to **Ten percent (10%) of the Contract Price** with format being followed in POWERGRID from (a) by a Public Sector Bank located in India, or (b) a Scheduled and commercial Private Indian Bank as per list mentioned below only in favour of the POWERGRID, within 28 days from the date of Notification of Award. The Bank Guarantee shall be valid up to ninety (90) days after the date of completion of Defect Liability Period (DLP).

Issuing Banks

The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:

(a) by a Public Sector Bank located in India, or

(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or

1. by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.
	1. Bank Guarantee towards CPG shall be returned to the Contractor on successful completion of defect Liability Period.
	2. No interest shall be payable to the Contractor against Security Deposit/CPG.

 **11.4**  If Supplier delays submission of the performance security (ies) beyond 28 days from the date of NOA, then without prejudice to any other rights or remedies available with POWERGRID, following shall also be applicable:

a) The Defect Liability Period pursuant to **Clause 12** for the Goods under the said performance security shall stand extended and the Supplier shall accordingly extend the validity of the Contract Performance Security to be furnished over and above the period required as per the Contract.

b) Alternatively, if Supplier fails to extend the validity of the performance security pursuant to Clause 7.1, an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay shall be paid by Supplier to POWERGRID. POWERGRID may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Supplier under the Contract.

c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the actual date of submission of performance security.

8.4 The above extension of Defect Liability Period or deduction shall not relieve the Supplier from any of his obligations and liabilities under the Contract. Further, Performance Security shall be released three months after the completion of defect liability period.

No interest shall be payable by the Purchaser on above CPG/SD.

* 1. **Forfeiture of Security Deposit / CPG:**

In case the contractor fails to carry out the work or perform or observe any of the conditions of the contract/ letter of award or the contractor terminates the contract as per 18.2 below for the default not attributed to POWERGRID, the BG towards CPG shall be encash without prejudice to any other right or remedy of POWERGRID to which it is entitled**.**

* 1. **Liquidated Damages**

If Supplier fails to comply with the time for completion of work within the specified period as per clause 4.4 above for whole of the facilities i.e. entire scope of work (or a part for which a separate time for completion is agreed) then you shall pay to POWERGRID a sum equivalent to 0.05% (zero point zero five percent) of   the Contract Price payable thereon for whole of the facilities (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to Employer’s other remedies under the contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of Five percent (05%) of Contract Price payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed).

The parties agree that the sum specified above is not a penalty but a genuine   pre-estimate of the loss/damage which will be suffered by the Employer for   default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of   his obligations and liabilities under the Contract.

1. **Defect Liability Period**

 The Defect Liability cum warranty period shall be Eighteen (12) months from the date of work completion.

1. **Insurance**

**Contractor** shall take suitable transit insurance policy to cover all transit risks to take care of any loss/ damages of the materials during transit/ transportation up to the delivery destination. In case of any loss/ damage, the same shall be intimated to the supplier within 20 days and the supplier shall arrange to replace/ rectify the lost/ damaged material immediately without waiting for settlement of insurance claims with their underwriters.

1. **Termination**

In the event of any of the lapses mentioned below at (a) to (f), POWERGRID shall issue notice of default to the Contractor (Contractor in present case) with an advice to rectify/remedy the lapses within 7 days. If Contractor fails to rectify/remedy the lapses and adhere to the terms and conditions of the contract/Letter of Award, POWERGRID shall terminate the contract/cancel the Letter of Award and forfeit the Security Deposit/encash the bank guarantee towards Contract Performance Guarantee.

* + 1. Failure of contractor to comply with any of the terms of the Contract/Letter of Award.
		2. Failure to render services as per the specifications/ scope of work.
		3. Contractor becomes bankrupt
		4. Contractor goes into liquidation
		5. Contractor makes general assignment for the benefit of the creditor or any receiver is appointed for the property owned by the Contractor
		6. Any other reason in which POWERGRID deems fit to cancel the letter of award.
	1. Notwithstanding anything contained above, contract can be terminated/ letter of award can be cancelled by either of the parties by giving 30 days’ notice to the other party. However, if the contract is terminated by Contractor, for the default not attributed to POWERGRID, the applicable Security Deposit shall be forfeited by POWERGRID/ bank guarantee towards Contract Performance Guarantee submitted by Contractor shall be encashed by POWERGRID.
	2. In case the contract is terminated / letter of award is cancelled as per 15.1 or 15.2 above, the charges, as per the awarded rates, for services actually rendered by Contractor up to the date of termination shall be payable to Contractor.
1. **Short Closing of Contract due to Transfer of Asset**

Owner may short close this contract with sixty (60) days prior written notice to contractor, upon the occurrence of: Sale or transfer by owner of its rights in the project or a sale or transfer of all or substantially all of the assets of or interests in Owner.

1. **Arbitration**

**Design and Engineering:** If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an **Arbitrator for determination /Conciliation Committee of Independent Experts (CCIE) for resolution.** If such dispute or difference is referred to an Arbitrator**/CCIE**, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. **The Contractor shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that if the Contractor’s view on the dispute gets uphold as a result of the Arbitration/Conciliation proceedings** then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions **as decided in Arbitration/CCIE proceedings**, and the Time for Completion shall be extended accordingly.

**Test & Inspection** : If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an **Arbitrator for determination /Conciliation Committee of Independent Experts (CCIE) for resolution.**

**Change in the Facilities:** The Employer shall issue the Contractor with a Change Order by way of amendment to the Contract or in any other manner deemed appropriate. Even if the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters related to the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a “Pending Agreement Change Order” (“Pending Agreement Amendment”).

**Extension of Time for Completion:** Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer’s estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to Arbitration**/Conciliation**.

**Settlement of Disputes:** If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.

If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.

The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration**/Conciliation** within thirty (30) days of such decision/instruction.

In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration**/Conciliation**, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.

In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration**/Conciliation**, he shall notify such intention to the Contractor.

All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration**/conciliation** in the manner provided herein below.

**Arbitration:** The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

Sole Arbitration

The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

|  |  |  |
| --- | --- | --- |
| Sl no: | Claim amount  |  Work Experience/Qualifications  |
| 1 | < Rs. 10 Crore | Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges.  |
| 2 | Rs.10 Crore- Rs.25 Crore | Sole arbitrator- Retired High Court/Supreme Court Judges |

* 1. In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as “Sole Arbitrator”, which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.
	2. In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID’s website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as “Sole Arbitrator”, which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

The cost of arbitral proceedings inter-alia including the Arbitrators’ fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator’s fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr.

The settlement of Disputes through conciliation mechanism shall be done by the Conciliation Committee of Independent Experts (CCIE) constituted by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/modifications (if any).

Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.

The CCIE shall hold day to day sitting at the Headquarter of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.

The Standard Operating Procedure for the conciliation mechanism shall be as follows:

i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute.

ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally.

iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA).

iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.

vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would The Standard Operating Procedure for the conciliation mechanism shall be as follows:

i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute.

ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally.

iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA).

iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.

vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

viii)In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.

 In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful.

 During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract

\*\*\*\*\*\*\*

**Bid-Security**

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

As per GeM format

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -**

**Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

(**Declaration regarding events encountered pursuant to BDS Clause 1)**

|  |  |
| --- | --- |
| Bidder’s Name and Address:Name:…………….Address:……………………….. | To:Contract Services & Material Management,Power Grid Corporation of India Limited**New** Northern Region-III HeadquarterPlot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,Lucknow- 226002 (UP)Landmark: Near Medanta Hospital |

Dear Sir,

1.0 In accordance with the relevant provisions of the bidding documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows

| **Sr. No.** | **Event** |  |
| --- | --- | --- |
| 1. | Whether there was Termination of Contract(s) due to Contractor’s default  | * Yes
* No
 |
| 2. | Whether there was Encashment of CPG(s) due to non-performance  | * Yes
* No
 |
| 3. | Whether there was repeated failure of major Equipment(s) while in service\*  | * Yes
* No
 |
| 4. | Whether substantial portion of works (more than 50% of the Contract\*\*) is sub-contracted, under an existing Contract  | * Yes
* No
 |
| 5. | Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor  | * Yes
* No
 |
| 6. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*  | * Yes@
* No
 |

*Note:*

*1. Information regarding events at Sl. No. 1 to 5 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy)*

*\*2. In case POWERGRID has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate “Yes” against this event.*

*\*\*3. For the purpose of working out 50% of the Contract, following shall be taken into account suitably:*

*(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*

*(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder as illustrated below:*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Sl. No.*** | ***Type of Package/ Contract*** | ***Main aspect of the QR*** | ***Criteria for working out 50% of the Contract***  |
| *1.* | *Conductor/Insulator Package*  | *Manufacture & Supply* | *50% of the total supply of Conductor/Insulator under the Contract* |
| *2.* | *Tower Package* | *Construction of Transmission Line* | *50% of the total Transmission Line construction under the Contract* |
| *3.* | *Substation(AIS) Package* | *Construction of bays* | *50% of the total bays construction under the Contract* |
| *4.* | *Transformer/Reactor* | *Manufacture & Supply* | *50% of the total supply of Transformer/Reactor under the Contract* |
| *5.* | *Substation(GIS) Package* | *Manufacture & Supply of GIS bays* | *50% of the total supply of GIS bays under the Contract* |

***The guiding principles as illustrated above shall be followed while dealing with other packages/contracts.***

*@4. Regarding Sl. No. 6, in case of ‘Yes’, following information shall be submitted additionally:*

|  |  |
| --- | --- |
| *Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | *…………* |
| *Whether the process under IBC has been concluded* *(If yes, supporting documents be submitted)* |  *Yes* *No* |

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Employer’s policy.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date :** |  |  |  | **Printed Name :** |  |
| **Place :** |  |  |  | **Designation :** |  |

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -**

**Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

NOT APPLICABLE

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order **and ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020,17/09/2020 and 16/11/2021 issued by Ministry of Power** (hereinafter **MoP order**), if applicable, and any subsequent modifications/Amendments**,** if anyto be provided on a non-judicial stamp paper of Rs. 100/- or on own Letter Head.

**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**),

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 ofgoods/services/works supplied by me for **Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari - Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

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 **Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari - Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

is ……… percent (%).

That the goods/services/works supplied by me for **Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari - Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

meet the ‘Local Content‘ requirement as defined in the PPP-MII order **and MoP order for ‘Class –I local supplier’**.

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’**

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 eb 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.>

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

**Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) in line with BDS 1.0**

|  |  |
| --- | --- |
| Bidder’s Name and Address:Name:…………….Address:……………………….. | To:Contract Services & Material Management,Power Grid Corporation of India Limited**New** Northern Region-III HeadquarterPlot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,Lucknow- 226002 (UP)Landmark: Near Medanta Hospital |

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**’’] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.

We certify that we, the bidder and/or our subcontractor/sub vendor is/are not from such a country or, if from such a country, has been registered as per provisions of the Bidding Documents with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached*.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Integrity Pact and/or Bidding Documents and/or POWERGRID’s policy and procedures.

|  |  |
| --- | --- |
|  Date: | Printed Name: |
| Place: | Designation: |

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

(**Declaration of Key Managerial Person and Power of Attorney holder)**

|  |  |
| --- | --- |
| Bidder’s Name and Address:Name:…………….Address:……………………….. | To:Contract Services & Material Management,Power Grid Corporation of India Limited**New** Northern Region-III HeadquarterPlot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,Lucknow- 226002 (UP)Landmark: Near Medanta Hospital |

Dear Sir,

1. We confirm that the declarations made in our bid, particularly regarding eligibility/qualification data and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge.
2. We confirm that in support of meeting the Technical experience requirement, we have enclosed self-certified copy of Contract/ Award Letter and certificate from the utility for which the contract has been executed.
3. We shall furnish clarification to bid, if any sought by Employer. We understand that if we fail to rectify/furnish the requested documents if any, within 3 working days’ notice, our bid is liable to be rejected.
4. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Bid Security/ Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Document/Integrity Pact/Employer’s policy**.**

1. We also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer’s tenders in future as considered appropriate by Employer and our Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate**.** .

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date :** |  |  |  | **Printed Name :** |  |
| **Place :** |  |  |  | **Designation :** |  |

 **Attachment-6**

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -**

**Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

**NOT APPLICABLE**

 **(Manufacturer’s Authorization Form)**

 *(On Manufacturer’s Letterhead)*

***To: [Insert: name of Employer]***

Dear Ladies and/or Gentlemen,

WE *[insert:* ***name of Manufacturer****]* who are established and reputable manufacturers of *[insert:* ***name and/or description of the plant & equipment****]* 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 IFB *[insert****: title and reference number of Invitation for Bids****]* including the above plant & equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other goods offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and ……………, *[insert:* ***name of the Bidder****]* have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the 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 manufacturer.

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

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

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

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

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

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

 *2. Above undertaking shall be registered or notarized so as to be legally enforceable.*

 **Attachment-7**

**Replacement of Porcelain insulators with Polymer insulator in 400KV D/c Quad Motihari -**

**Gorakhpur Transmission line under Gorakhpur TLM** **at POWERGRID, NR-III Region**

(**Declaration regarding Ex-employees of POWERGRID in our Organisation)**

|  |  |
| --- | --- |
| Bidder’s Name and Address:Name:…………….Address:……………………….. | To:Contract Services & Material Management,Power Grid Corporation of India Limited**New** Northern Region-III HeadquarterPlot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path, Lucknow- 226002 (UP)Landmark: Near Medanta Hospital |

Dear Sir,

1. We declare that we are aware of and have gone through the "Code of Business Conduct and Ethics for Senior Management Personnel" and "Code of Buisness Conduct and Ethics for Board Members" of POWERGRID (hereinafter referred to as the "Code of Conduct"). We further understand that as per the "Code of Conduct", Senior Management Personnel including Board Members, who have retired/ resigned from POWERGRID, shall not accept any appointment or post, as detailed in the referred "Code of Conduct", within 1 year from the date of cessation of service/ directorship unless approved by the competent authority.

Accordingly, we hereby furnish the details of ex-employees of POWERGRID who had retired/ resigned at the level of Chief General Manager and above from POWERGRID and subsequently have been employed by us:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Name of the person with designation in POWERGRID** | **Date of Retirement/ resignation from POWERGRID** | **Date of joining and designation in our organisation** |
| 1 |   |   |   |
| 2 |   |   |   |
| 3 |   |  |   |

***\*In case the date of joining in the bidder's organization of such ex-employee is within 1 year from the date of retirement/ resignation from POWERGRID, No Objection Certificate/ approval from the competent authority must be furnished along with the bid or subsequent through clarification persuant to ITB Clause 21.***

***In case of non-submission of No Objection Certificate/ approval of the competent authority, as required, we understand that POWERGRID shall deal with such case as per its Policy and Procedure in vogue, which may also result in rejection of our bid. We also confirm that POWERGRID shall be the sole judge in this regard.

We further declare that any misrepresentation or submission of false/ forged documents/ information in this regrd shall be dealt with as per the provisions of the Integrity Pact/ or the Bidding Documents and/ or POWERGRID's policy and procedures.***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date :** |  |  |  | **Printed Name :** |  |
| **Place :** |  |  |  | **Designation :** |  |

*Note:

1. "Code of Business Conduct and Ethics for Senior Management Personnel" and "Code of Buisness Conduct and Ethics for Board Members" are available on POWREGRID's website https://www.powergridindia.com.

2.The information in similar format should be furnished for each partner of joint venture in case of joint venture bid.

3. In case bidder has furnished no details on ex-employees of POWERGRID or has left blank or has indicated '-' against the same, it shall be deemed that they have not employed any such person in their organization.*

**Attachment-8**

**Bidder shall submit 02 set on INR 100/- Stamp paper**

**NOT APPLICABLE**

**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 *[Insert the name of the package]*

 Package and Specification Number . POWERGRID values full compliance with all

*[Insert Specification Number of the package]*

**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 :
	1. 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.
	2. 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**.

1. **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:
	1. 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.

* 1. 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.
	2. **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**.
	3. 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.
	4. 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.
	5. 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.
	6. **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**
1. 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**.

1. 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** 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 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.

1. 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.
2. 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.
3. **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.**
4. 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 Clause ITB 9.3 in Section – III: Bid Data Sheets of 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 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.*

1. 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)  |
|  |  |
|  |  |