



# GRIDCO LIMITED

Regd. Office: Janpath, Bhubaneswar, 751022

e-Tender Notice

**e-Tender Notice No.HR/03/2022-23**

**Dated.04.03.2023**

GRIDCO invites bids in e-Tender mode only from reputed and eligible bidders for “Appointment of Consultant to provide consultancy support to GRIDCO on retainership basis for implementation of Odisha Renewable Energy Policy, 2022” confirming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the e-tender portal [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO). Complete set of bidding documents are available at the tender portal, [www.tenderwizard.com/gridco](http://www.tenderwizard.com/gridco) or GRIDCO website: [www.gridco.co.in](http://www.gridco.co.in) from 04.03.2023 for downloading the scope of supply and terms and conditions in detail. Last date for submission of bid is 20.03.2023, 13:00 Hrs. The due date & time of opening of techno-commercial bid shall be 16.00 Hrs. on 20.03.2023.

N.B: - All subsequent addendums/corrigendum to the tender shall be hosted in the GRIDCO's official web site <https://www.gridco.co.in> and [www.tenderwizard.com/gridco](http://www.tenderwizard.com/gridco) only. The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

**Deputy General Manager (HRD)**

# **SECTION-I**

## **PREFACE**

GRIDCO intends to engage a well-established, reputed, and experienced consultancy firm to provide consultancy support on retainership basis for implementation of Odisha Renewable Energy Policy, 2022.

### **1.1 ABOUT GRIDCO:**

GRIDCO Limited, a wholly owned Undertaking of Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of Section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). Being the “State Designated Entity”, Govt. of Odisha has assigned GRIDCO to avail the entire State share of Power from the Central Sector as well as the existing & Up-Coming Power Plants (Hydel, Thermal, Renewable etc.) in the State.

GRIDCO procures power from various Generators (both Central and State generating stations including IPPs etc.) for supply to the DISCOMs. GRIDCO also supplies emergency power to CGPs and trades the surplus power available if any from time to time. The supplies to the DISCOMs are made at regulated price determined by the Odisha Electricity Regulatory Commission, whereas the surplus power, if any, after meeting the requirement of the State is sold at market determined price to different Utilities Inside/Outside the State through Inter-State traders and Power exchanges.

GRIDCO holds 49% stake in four Odisha DISCOMs namely TPCODL, TPNODL, TPSODL, and TPWODL with 51% equity participation of Tata Power Co. Ltd. (TPCL). Management of the above four DISCOMs are vested with TPCL.

### **1.2 ODISHA RENEWABLE ENERGY POLICY, 2022**

Odisha is endowed with vast and largely untapped renewable energy potential. With RE becoming commercially viable and growing trend towards adoption of low carbon and

sustainable ways of development, citizens and businesses are now focused on RE to meet their energy needs.

As per the Nationally Determined Contribution (NDC) submitted to United Nations Framework Convention on Climate Change (UNFCCC), India stands committed to reduce Emissions Intensity of its GDP by 45 percent by 2030, from 2005 level and generate about 50 percent of electricity from non-fossil sources by 2030.

Odisha is among the leading industrialised states in the country and a continuous increase in energy demand from all sectors is expected in the years to come. There is clear demand for RE from the DISCOMs and the industries due to RPO and Net Zero commitments. It is desirable that these obligated entities meet most of its RE requirement from projects developed inside the State. Hence, the Government has formulated a new RE Policy to facilitate development of commercially viable projects across multiple RE technologies within the State both for captive and open access consumption.

### **1.3 NODAL AGENCY**

1.3.1 The Odisha Renewable Energy Policy, 2022 was notified on 30.11.2022 vide gazette notification No. 11757-ENG-HYD-HYDRO-0009/2022/En. to promote development of renewable energy projects in the state. As per Para 25.2 of the Odisha RE Policy, the Department of Energy was mandated to designate an entity as the Nodal Agency who shall be responsible for implementation of the RE Policy and development of all renewable energy projects in the State.

1.3.2 Department of Energy, Government of Odisha vide letter no. 12284/En. dated 15.12.2022, has designated GRIDCO as the Nodal Agency for implementation of the RE Policy and has entrusted GRIDCO to discharge all the roles and responsibilities assigned to the Nodal Agency as per Para 25.3 of the Policy.

### **1.4 PROJECT OBJECTIVES:**

1.4.1 The present consultancy assignment envisages support to GRIDCO, as Nodal Agency, in implementation of the RE Policy through assistance in areas like bid

process management, project management, policy and regulatory matters, project identification and approval, IT support, etc.

- 1.4.2 GRIDCO intends to engage, on QCBS basis, a well-established, reputed and experienced consultancy firm possessing the requisite skills, work force and professionalism to assist GRIDCO on retainer basis for a period of 3 years, extendable by additional 2 years at the discretion of GRIDCO.

## SECTION-II

### INSTRUCTIONS TO BIDDERS (ITB)

<b>A. General</b>			
1	Scope of the Bid	1.1	<p>In terms of the Invitation for Bids as indicated in the Bid Data Sheet (BDS) at Section-III, GRIDCO invites bids under single stage two-bid system from competent Consultant Firm(s) for Appointment of Consultant to provide consultancy support to GRIDCO on retainer ship basis for implementation of Odisha Renewable Energy Policy, 2022 as detailed in the Scope of Work at Section -V.</p> <p>The intending Bidder shall follow the Bid Data Sheet at Section-III for detailed Tendering Schedule.</p>
2	Eligible Bidders	2.1	The Consultant Firm, who meets the qualifying requirement as per Section-IV shall be eligible for this tender;
3	Joint Venture/Consortium	3.1	Not applicable
4	Documentary Evidence	4.1	<p>The Bidder must furnish;</p> <p>a. Self-attested copy of the Certificate of Incorporation / Registration Certificate/ Certificate of Commencement of Business.</p> <p>b. Self-attested copy of GSTIN Registration Certificate.</p> <p>c. Self-attested copy of PAN Card</p> <p>d. RfP Submission Sheet on Firm's Letter Head as per Format F/01.</p> <p>e. Duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as per Format-F/02</p>

			<p>f. Undertaking (self-certificate) that the bidder is not presently banned /de-listed/ blacklisted / debarred either by Central Government / State Government / Union Territory / PSU / Government Department in India, or any entity controlled by them in India as per the format provided in Format-F/03</p> <p>g. Undertaking (self-certificate) that the bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during the last 05 years as per the format provided in Format-F/04</p> <p>h. Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e., FY 2019-20, FY 2020-21 &amp; FY 2021-22) along with CA Certificate indicating minimum average annual turnover of INR 50 Crores (Indian Rupees Fifty Crores only) from consultancy / advisory services during the last three financial years i.e., FY 2019-20, FY 2020-21 &amp; FY 2021-22 from consulting/advisory business in India in attached format as per Format-F/05</p> <p>i. CA Certificate indicating net worth of the company during the last three financial years (i.e., FY 2019-20, FY 2020-21 &amp; FY 2021-22) in attached format as per Format-F/06</p> <p>j. Undertaking (self-certificate) that more than 50 full time employees exist on payroll and all team members to be deployed for this assignment must be on the payrolls of the Consultant as full-time employees during the tenure of the assignment in their consulting division/ business unit in attached format as per Format-F/07</p> <p>k. Copy of work order of projects undertaken in Odisha mentioning the nature of work and the period during which the work was done/ is to be done. The above documents to be submitted as</p>
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			<p>enclosure to the attached format as per Format-F/08</p> <p>I. Copy of work order mentioning the nature of work, the period during which the work was done for relating to Consultancy Support to State govt agencies / utilities in matters related to renewable energy project management – completed/ongoing assignments of minimum value of INR 20 lacs in last 5 years. The above documents to be submitted as enclosure as per Format-F/09.</p> <p>No repetition of projects is allowed in the credentials submitted under (k) and (l).</p>
		4.2	<p>Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer as non-responsive.</p>

**B. Contents of Bidding Document**

5	Sections of the Bidding Document	5.1	<p>The Bidding Document consists of 10 sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause-7.</p> <p>Section-I-Preface  Section-II-Instructions to Bidders (ITB)  Section-III-Bid Data Sheet (BDS)  Section-IV-Eligibility Criteria  Section-V-Duration of Assignment and Scope of Services  Section-VI- Team Composition, Deployment &amp; Payment Term  Section-VII- Evaluation of Bid  Section-VIII-General Conditions of Contract (GCC)</p>
		5.2	<p>GRIDCO is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from GRIDCO.</p>
		5.3	<p>The Bidder is expected to examine all instructions, forms, terms, and specifications in</p>

			the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
		5.4	A prospective Bidder is also expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of GRIDCO not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.
6	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the Pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of Pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the RfP document shall be published in the website of GRIDCO i.e. <i>www.gridco.co.in</i>
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the Bid Data Sheet - Section-III.
		6.3	No clarification shall be entertained after the pre-bid conference.
7	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the Bids, GRIDCO may amend the Bidding Document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the Bidding Document. The bidder shall visit GRIDCO's website for any addendum / modification / errata / corrigendum etc.



		7.3	GRIDCO, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the submission of Bids.
		7.5	Any addendum issued shall be part of the Bidding Document and shall be hosted in GRIDCO's website.
<b>C. Preparation of Bids</b>			
8	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and GRIDCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to Rs.10,000/- (Ten Thousand) only plus GST @18% extra in favour of "GRIDCO Limited" payable at "Bhubaneswar" towards the cost of the bid document shall be furnished at the time of submission of RfP document downloaded from website. The downloaded RfP documents will be accepted by GRIDCO only if it is supported by the demand draft towards cost of bid document.
9	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and GRIDCO, shall be written in English.
10	Documents comprising Bid	10.1	The Bid shall comprise two envelopes submitted separately, one containing the Techno-Commercial Proposal and the other containing

			the Price Proposal, which shall be evaluated in two stages.
		10.2	<p>The first envelope shall contain the Techno-Commercial Proposal.</p> <p>The second envelope shall contain the Price Proposal.</p> <p>Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Bidder, RfP identification No., and the authority to whom the Bid is being submitted to.</p>
		10.3	<p><b>During Stage-1 of the evaluation</b>, the Techno-Commercial Proposals shall be opened as per ITB Sub-Clause-23.1&amp; at the address, date and time specified in the BDS, Section-III. Bidder shall not be allowed to modify/amend/change the Techno-Commercial Proposal after submission of the Bid, unless otherwise specifically asked by the GRIDCO.</p> <p>The Techno-Commercial Proposals which do not conform to the specified requirements will be rejected as non-responsive Bids.</p>
		10.4	<p><b>During Stage-2 of the evaluation</b>, Price Proposals of Techno-Commercially successful bidders shall be opened at the date and time and place as intimated by GRIDCO.</p>
		10.5	<p>For the final evaluation, the weightage assigned to Techno-Commercial Proposal and Price Proposal is 70% and 30% respectively.</p> <p>The successful Bidder shall be decided on the QCBS evaluation basis as per this weightage.</p>
		10.6	<p>The Techno-Commercial Proposal should be submitted along with:</p> <p>a) Techno-Commercial Proposal Submission Forms;</p> <p>b) Cost of Tender Documents for Rs. 10,000/- (Rupees Ten Thousand) only plus GST @18%</p>

			<p>in shape of Demand Draft issued in favour of GRIDO Limited and payable at Bhubaneswar, Odisha.</p> <p>c) Bid Security for Rs. 4,00,000/- (Rupees Four Lakh) only, in the form of Demand Draft issued in favour of GRIDO Limited and payable at Bhubaneswar, Odisha, only issued by a scheduled bank, in accordance with ITB Clause-17;</p> <p>d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause-18.1;</p> <p>e) Documentary evidence in accordance with ITB Clause -15 establishing the Bidder's eligibility to bid;</p> <p>f) Documentary evidence in accordance with ITB Clauses - 4.1 and 26, that the Services conform to the Bidding Document;</p> <p>g) Any other document required in the BDS.</p>
		10.7	<p>The Price Proposal should include the following:</p> <p>a) Price Proposal Submission Sheet and the applicable Price Schedules in FORM- P-1 &amp; P-2 of Section-IX (Bidding Forms), in accordance with ITB Clauses-11, 13 and 14;</p> <p>b) any other document required in the BDS.</p>
		10.8	<p>In addition to hard copy submissions, there shall be 2 bid forms (In .XLS Format) to be mandatorily uploaded as e-bid in the tender wizard portal. The bid forms are as follows:</p> <ul style="list-style-type: none"> <li>• Techno-commercial Formats</li> <li>• Financial Proposal Formats</li> </ul> <p>The Bidder shall upload documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid: Part-I &amp; Price Bid: Part-II)</p>
11		11.1	<p>The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal using the appropriate Submission Sheets provided in</p>

	Bid Submission Sheets and Price Schedules		Section-IX (Bidding Forms). These forms must be completed without any alterations to their format, and no substitute shall be accepted. All blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section- IX (Bidding Forms).
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) GST as applicable shall be paid extra as per prevailing rate.
12	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13	Bid Prices and Discounts	13.1	The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified therein.
		13.2	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any variation except GST.
		13.3	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, GRIDCO shall avail such discount at the time of award of contract provided such discount is un-conditional.
14	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in Section-IV(Eligibility Criteria)
16	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in BDS after the bid submission deadline date prescribed by GRIDCO. A Bid

			valid for a shorter period shall be rejected by GRIDCO as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, GRIDCO may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.
17	Bid Security	17.1	The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft for an amount of Rs.4,00,000/- (Rupees Four Lakh) only in favour of GRIDCO Limited payable at Bhubaneswar. Odisha only issued by a Scheduled Bank.
		17.2	Any Bid not accompanied by Bid Security in accordance with ITB Sub- Clause-17.1, shall be rejected by GRIDCO as non-responsive.
		17.3	The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG by the successful bidder.
		17.4	The successful Bidder has to furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The bid security of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by GRIDCO.
		17.5	The Bid Security may be forfeited, if the successful Bidder fails to: a) Acknowledge the Letter of Award within the stipulated period. b) Sign the Contract in accordance with ITB Clause-37; c) Furnish a Contract Performance Bank Guarantee in accordance with ITB Clause-38; or, d) Accept the correction of its Bid Price pursuant to ITB Sub-Clause- 27.3 and 27.4.
18	Format of Bid	18.1	The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The Bidder shall submit a duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as specified in Bid Form -2 and shall be attached to the Bid.

			The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialed by the person signing the Bid.
		18.2	Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
<b>D. Submission and Opening of Bids</b>			
19	Submission of Bids	19.1	Bidders are required to submit their bids both in hard copy as well as soft copy.
		19.2	<p><b>For hard copy submission:</b> Bidder shall enclose the Techno-Commercial Proposal in a sealed envelope, duly marking the envelopes as “TECHNO-COMMERCIAL PROPOSAL”. The envelope containing the Techno-Commercial Proposals shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals</p> <p>The Bidder shall enclose the Price Proposal in a separate sealed envelope, duly marking the envelopes as “PRICE PROPOSAL”. The envelope containing the Price Proposals shall bear a warning not to open until advised by GRIDCO</p> <p>These envelopes shall then be enclosed in one single envelope.</p>
		19.3	The inner and outer envelopes shall: a) bear the name and address of the Bidder; b) be addressed to GRIDCO in accordance with ITB Sub-Clause - 20.1
		19.4	If all envelopes are not sealed and marked as required, GRIDCO will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.
		19.5	<p><b>For soft copy submission:</b> The bidder shall also submit the bid in Electronic Mode i.e. with tender website <a href="http://www.tenderwizard.com/gridco">www.tenderwizard.com/gridco</a>. The bidder must ensure that the bids are received in the specified tender website of the GRIDCO by the date and time indicated in the Tender notice.</p>

			Complete details regarding the procedure to upload the bids in the tender wizard portal is provided in the appendix.
20	Deadline for submission of Bids	20.1	Bids must be received by GRIDCO not later than the date and time, and at the address indicated in the BDS-Section-III.
		20.2	GRIDCO may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7, in which case all rights and obligation of GRIDCO and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21	Late Bids	21.1	GRIDCO shall not consider any Bid that is received after the deadline for submission of Bids, in accordance with ITB Clause-20. Any Bid received by GRIDCO after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
22	Withdrawal, Substitution and Modification of Bids	22.1	<p>No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.</p> <p>However, a Bidder may withdraw, substitute, or modify its Bid under the following situation;</p> <ol style="list-style-type: none"> <li>1. Before expiry of the bid validity period as per ITB.</li> <li>2. Any changes to the scope of work after submission of bid document.</li> <li>3. Any changes in the bidding documents after submission of bid document.</li> <li>4. If the due date of the submission has been extended by the GRDICO after submission of bid document.</li> </ol> <p>Such withdrawal, substitution, or modification shall be submitted by the bidder by sending a written letter, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause-18.2. The corresponding substitution or modification or withdrawal of the bid must accompany the respective written notice. All Notices must be:</p>

			<p>a) submitted in accordance with ITB Clauses-18 and 19 and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and,</p> <p>b) received by GRIDCO prior to the deadline prescribed for submission of bid.</p>
23	Bid opening	23.1	GRIDCO shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
		23.2	The Price Proposals will remain unopened and will be held in custody of GRIDCO until the time of opening of Price Proposals. GRIDCO shall advise the Techno-Commercially qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
		23.3	<p>First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder.</p> <p>No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.</p>
		23.4	<p>Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Techno-Commercial Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened.</p> <p>The Substitution Techno-Commercial Proposal, if any, shall be opened, read out, and recorded. The Substitution Price Proposal, if any, will remain unopened in accordance with ITB Sub-Clause-23.2.</p> <p>No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p>



		23.5	<p>Next, outer envelopes marked "MODIFICATION" shall be opened. No Techno-Commercial Proposal or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Techno-Commercial Proposals. The Techno-Commercial Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the time of opening. The Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 23.2.</p>
		23.6	<p>All other envelopes holding the Techno-Commercial proposals of the bidder shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>a) the name of the Bidder;</li> <li>b) whether there is a modification or substitution;</li> <li>c) the presence of a Bid Security and proof of purchase of bid document;</li> <li>d) any other details as GRIDCO may consider appropriate.</li> <li>e) Only Techno-Commercial Proposals of those bidders read out and recorded at bid opening shall be considered for evaluation.</li> <li>f) No Bid shall be rejected at the opening of Techno-Commercial Proposals except for late bids or bid not accompanied with bid security in accordance with ITB Sub-Clause - 21.1 and Clause-17.</li> </ul>
		23.7	<p>GRIDCO shall prepare a record of the opening of Techno-Commercial Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security &amp; Cost of the Bid Document. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents of the record.</p>
		23.8	<p>The date, time, and location of the opening of Price Proposals will be intimated to respective Techno-Commercially qualified bidders in writing by GRIDCO. Bidders shall be given</p>

			reasonable notice of the opening of Price Proposals.
		23.9	<p>GRIDCO shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by GRIDCO. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.</p> <p>The results of the Price Bids of all Bidder(s) shall also be available on the GRIDCO's e-Tendering Portal immediately after the completion of opening process.</p>
		23.10	<p>All Price Proposals shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>a) the name of the Bidder;</li> <li>b) whether there is a modification or substitution;</li> <li>c) the bid prices;</li> <li>d) any other details as GRIDCO may consider appropriate.</li> </ul> <p>Only Price Proposals read out and recorded at bid opening shall be considered for evaluation.</p>
		23.11	<p>GRIDCO shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record.</p>
<b>E. Evaluation and Comparison of Bids</b>			
24	Confidentiality	24.1	Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence GRIDCO in the examination, evaluation, comparison, and

			post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding ITB Sub - Clause - 24.2, from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any, Bidder wishes to contact GRIDCO on any matter related to the bidding process, it should do so in writing.
25	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and post-qualification of the Bids, GRIDCO may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by GRIDCO shall not be considered. GRIDCO's request for clarification and the response shall be in writing.
26	Responsiveness of Techno-Commercial Proposals	26.1	GRIDCO's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.
		26.2	<p>A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission.</p> <p>A material deviation, reservation, or omission is one that:</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or</p> <p>b) limits or is inconsistent in any substantial way, with the Bidding Document, GRIDCO's rights or the Bidder's obligations under the Contract; or</p> <p>c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals.</p>
		26.3	If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by GRIDCO and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
		26.4	The bidders may submit bid with Non-material deviations (which means only those deviations

			that do not qualify as material deviations as defined in Clause-26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, GRIDCO reserves the right to reject such bids. GRIDCO may also ask bidders for clarifications on such deviations during the evaluation.
27	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, non-conformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, GRIDCO will correct arithmetical errors during evaluation of Price Proposals on the following basis:  a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, GRIDCO shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
		27.4	If the Bidder has submitted the lowest evaluated Bid and does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.
28	Preliminary Examination of Bids	28.1	GRIDCO shall examine the Techno-Commercial Proposal to confirm that all documents and Techno-Commercial documentation requested in ITB Sub-Clause 10.3 have been provided, and to determine the completeness of each document submitted.
		28.2	GRIDCO shall confirm that the Techno-Commercial Proposal Submission Sheet in

			accordance with ITB Sub- Clause-11.1, written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29	Examination of Terms and conditions; Techno-Commercial Evaluation	29.1	GRIDCO shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	GRIDCO shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the Eligibility Criteria at Section-IV, of the Bidding Document have been met without any material deviation or reservation.
		29.3	If, after the examination of the terms and conditions and the Techno-Commercial evaluation, GRIDCO determines that the Techno-Commercial Proposal is not substantially responsive in accordance with ITB Clause-26, it shall reject the Bid.
30	Evaluation of Bids	30.1	GRIDCO shall evaluate Price Proposals of those Bids for which the Techno-Commercial Proposals have been determined to be substantially responsive.
		30.2	To evaluate a Price Proposal, GRIDCO shall use all the criteria defined in Section-IV (Eligibility Criteria) and methodologies defined in Section-VII (Evaluation of Bid). No other criteria or methodology shall be adopted.
		30.3	To evaluate a Price Proposal, GRIDCO shall consider the following: a) The total lump sum price quoted in Price Proposal in Form-P-2 including taxes and duties, overheads, out of pocket expenses, travel, boarding, lodging, visits and discount etc. b) GST shall not be considered for the purpose of evaluation.
31	Comparison of Bids	31.1	GRIDCO shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with Section-VII (Evaluation of Bid).
32	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder,

			and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33	GRIDCO 's Right to Accept Any Bid, and to Reject Any or All Bids	33.1	GRIDCO reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
<b>F. Award of Contract</b>			
34	Award Criteria	34.1	GRIDCO shall award the Contract to the Bidder whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the qualification criteria as specified in Section-IV and Evaluation Criteria in Section-VII are no longer met by the Bidder whose offer has been determined to be the highest ranked evaluated Bid. In this event GRIDCO shall proceed to the next highest ranked evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35	GRIDCO's Right to change the deliverables defined under scope of Work	35.1	During the execution of contract, GRIDCO reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.
36	Notification of Award	36.1	Prior to the expiration of the period of bid validity, GRIDCO shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the Consultant Firm shall sign, date, and return the LOA copy to the GRIDCO as acknowledgement.
37	Signing of Contract	37.1	Within 30 days from the date of issue of LOA, the successful Consultant firm shall sign the contract Agreement with GRIDCO in non-judicial stamp paper and send it to GRIDCO.

		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event GRIDCO may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily.
38	Contract Performance Bank Guarantee	38.1	Within 20 days of the issue of Letter of Award from GRIDCO, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in Section-X (Contract Forms).
		38.2	Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event GRIDCO may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily.
39	Disclaimer	39.1	<p>This Request for Proposal (RfP) has been prepared by GRIDCO for Appointment of Consultant on Retainer ship basis for providing support services as per scope of work at Section – V.</p> <p>Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</p> <p>While this RfP has been prepared in good faith, GRIDCO does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the</p>

		<p>accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfP become the property of GRIDCO and GRIDCO does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers on this page.</p>
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**SECTION-III**  
**BID DATA SHEET (BDS)**

Sl. No.	Particulars
1	<b>E-Tender (NIT) No.HR/03/2022-23</b> , Dated: 04.03.2023
2	<b>Purpose:</b> "Support GRIDCO in implementation of the RE Policy through assistance in areas like bid process management, project management, policy and regulatory matters, project identification and approval etc."
3	<b>Address of the Owner:</b> GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar-751022, Odisha Website of GRIDCO: www.gridco.co.in Contact Person: Ms.Rosaline Biswal, DGM (HRD)
4	<b>Date for availability of Tender document:</b> From: 04.03.2023
5	<b>Date, Time &amp; Place of the Pre-Bid Meeting:</b> Date: 13.03.2023 Time: 11:00 AM <b>Venue:</b> Through VC
6	<b>Deadline for Submission of the Bid:</b> Date: 20.03.2023 (1:00 PM)
7	<b>Due date, Time &amp; Place of opening of the Techno Commercial Bid:</b> Date: 20.03.2023 (4:00 PM) <b>Place:</b> Conference Hall, GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar-751022, Odisha  <b>Date, Time &amp; Place of Presentation:</b> Date: 22.03.2023 (11:00 AM) Place: Conference Hall, GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar-751022, Odisha and through VC (Hybrid mode)  <b>Date of opening of Price Bid will be intimated later on.</b>
8	<b>Cost of the Bid Document:</b>  Rs.10,000.00 (Rupees Ten Thousand only) Plus GST @18% to be submitted in shape of Demand Draft issued in favour of GRIDCO Ltd, payable at Bhubaneswar or in the form of cash deposited at GRIDCO counter.  <i>Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid.</i>

<b>9</b>	<b>Bid Security (EMD):</b> Bid Security (EMD) in form of Demand Draft for an amount of Rs.4,00,000/- (Rupees Four Lakh) only in favour of GRIDCO Limited payable at Bhubaneswar only issued by a Scheduled Bank.
<b>10</b>	<b>Period of Contract:</b> Thirty-Six (36) month from the date of signing of the contract and which may be further extended for a period of Twenty-Four (24) months.
<b>11</b>	<b>Bidding Methodology:</b> Single Stage Two Part Basis.
<b>12</b>	<b>Techno-commercial Proposal:</b> To be submitted as per the format prescribed in Section-IX along with the supporting documents.
<b>13</b>	<b>Bid Validity:</b> Six months from the last date of the submission of the bid.
<b>14</b>	<b>Price Proposal:</b> To be submitted as per the format prescribed in Form P1 and P2.
<b>15</b>	<b>Contract Performance Bank Guarantee (CPBG):</b> The successful Bidder shall furnish the CPBG @10% of the annual Contract Price within 20 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Annexure II of Section-X (Contract Forms).
<b>16</b>	<b>Signing of the Contract Agreement:</b> The successful bidder shall sign the Contract Agreement within 30 days from the date of issue of LOA.

## SECTION-IV

### ELIGIBILITY CRITERIA

The proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

The details of qualification requirements including General requirements, technical requirements and financial requirements is provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

SI.	Eligibility Criteria	Required Documents
<b>General Requirement:</b>		
1.	The bidder must be a single bidding company registered in India under the Companies Act'1956/2013. Consortiums of Companies or individuals in any form are not allowed in this bidding.	Self-attested copy of the Certificate of Incorporation / Registration Certificate/ Certificate of Commencement of Business.
2.	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	Self-attested copy GSTIN Registration Certificate.
3.	The Bidder should have valid PAN Number	Self-attested copy of PAN Card
4.	The Bidder shall provide duly notarized Power of Attorney (PoA) in original of the signatory of the Bid to commit the Bidder	Duly notarized Power of Attorney in original on Non-Judicial Stamp Paper of Appropriate Value as per <b>Format-F/02</b>

5.	The bidder must not be presently banned /de listed/ black-listed / debarred either by Central Government / State Government / Union Territory / PSU / Government Department in India, or any entity controlled by them, from participating in any assignment and the bar subsists as on the date of proposal.	The bidder should provide an undertaking (self-certificate) as per the format provided in <b>FORMAT – F/03.</b>
6.	The bidder should have, during the last Five (5) years, neither failed to perform on any agreement (as evidenced by imposition of penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.	The bidder should provide an undertaking (self-certificate) that the bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.as per the format provided in <b>FORMAT- F/04.</b>
7.	The company should have at least 50 full time employees in their consulting division/business unit on the payroll of the company.	Undertaking to be provided by the authorized signatory stating that more than 50 full time employees exist on payroll in their consulting division/ business unit in attached format as per <b>FORMAT- F/07.</b>
8.	The bidder should have experience of over 5 years of providing consultancy services in Indian power sector.	Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for

		<p>at least one contract awarded prior to 01.04.2017. In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.</p> <p>The above documents to be submitted as enclosure to the attached format as per <b>FORMAT-F/08.</b></p>
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<b>Financial Requirement:</b>		
9.	<p>The Bidder should have average minimum annual turnover of INR 50 Crores during each of the last (3) three financial years (i.e., FY 2019-20, FY 2020-21 &amp; FY 2021-22) from consulting/ advisory business in India.</p>	<p>Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e., FY 2019-20, FY 2020-21 &amp; FY 2021-22) along with CA Certificate indicating average minimum annual turnover of INR 50 Crores during the last three financial years from consulting/advisory business in India in attached format as per <b>FORMAT-F/05.</b></p>
10.	<p>The Bidder should have positive net worth in each of the last (3) three financial years (i.e. FY 2019-20, FY 2020-21 &amp; FY 2021-22)</p>	<p>CA Certificate indicating net worth of the company during the last three financial years (i.e., FY 2019-20, FY 2020-21 &amp; FY 2021-22) in attached format as per <b>FORMAT- F/06.</b></p>

**Technical Requirement:**

11. The bidder must have experience of successfully completing at least two (2) engagements regarding project management support to Central/State govt agencies in matters related to policy implementation, project monitoring, project facilitation, bid process management, regulatory support on a retainership basis of not less than 1 year of minimum value of INR 20 lacs in last 5 years (after 01.04.2018)

*Note: Retainer experience means the contract or work order issued by central agency/utility/ state department having pre-defined contract period with availability of on-site presence of staff on continuous basis. The works which are purely milestone/ deliverable-based like market studies, reforms, restructuring etc. will not qualify under Retainership.*

Supporting documents like Work Order/Letter of Award (LoA)/ Contract Agreement/Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken.

In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.

The above documents to be submitted as enclosure to the attached format as per **FORMAT-F/09**.

## **SECTION-V**

### **DURATION OF ASSIGNMENT AND SCOPE OF SERVICES**

#### **5.1 Duration of Services:**

The tenure of assignment/contract would be for a period of 36 (Thirty-Six) months from the date of acceptance of LoA, which may be further extended for an additional period of 24 (Twenty-Four) months. The initial contract will be signed for 12 (Twelve) months which will be annually renewed by GRIDCO after due performance evaluation.

#### **5.2 Scope of Services:**

GRIDCO intends to appoint consultants on retainership basis to support the following activities:

##### **A. Project Identification and approval**

1. Coordinate with other departments / technical consultants and undertake a comprehensive resource potential assessment study for all RE technologies.
2. Coordinate with all State Government entities, departments, PSUs to continuously identify projects across all technologies
3. Prepare a registry of RE projects across all technologies and ensure continuous updating of the registry.
4. Classify the projects and maintain a pipeline of projects which are to be awarded/allotted.
5. Assist GRIDCO in preparation of presentations, discussion papers and recommendation reports to be sent to the Single Window Committee (SWC)/ any other forum for approval on allotment / award of the projects.
6. Ensure timely communication to the developers on evaluation/approval status.

##### **B. Bid Process Management**

1. Prepare standard bid documents for bidding of the state identified projects for various RE technologies and modes of procurement:
  - RE Technologies -
    - Pump Storage Hydro,
    - Large Hydro & Small hydro,

- Floating Solar,
    - Solar & Wind
  - Modes of consumption
    - sale to C&I consumers,
    - procurement by GRIDCO
2. Identify projects which are ready for bidding, define the bid parameters/ other terms and conditions for the bidding and prepare customized bidding documents to seek investments for the projects.
  3. Assist in conducting the end-to-end bid process.
  4. Assist in scrutinizing the applications and correspondences with the prospective bidders on queries and clarifications.

### **C. Project Facilitation**

1. Assist GRIDCO in discharging its duties as a single window facilitator for allotment of projects / clearance of proposals received from Private sector / CPSUs / SPSUs.
2. Assist developers to obtain all statutory clearances.
3. Prepare a directory of available government lands that may be allotted for development of RE projects.
4. Prepare documents, letters, and other communication materials to enable GRIDCO to facilitate allotment of government land to developers.
5. Prepare documents, letters, and other communication materials to enable GRIDCO to facilitate approval of power evacuation plan, allocation of bays and other related facilities for development of RE projects.
6. Follow up with different agencies/departments to facilitate and expedite access to various concessions and incentives provided by Govt of India / Govt of Odisha.
7. Coordinate with State Government Departments, public sector undertakings/ agencies, other entities to facilitate adoption of the RE Policy.
8. Assist GRIDCO in discharging its responsibilities as Secretariat for the Single Window Committee (SWC).
9. Assist GRIDCO in discharging its responsibilities as Secretariat for Policy Advocacy and Vision Group (PAVG).



#### **D. Technical Support**

1. Monitor the pre-developmental work of identified projects till it is allocated / awarded to the developers.
2. Support GRIDCO by providing project development assistance, technical advice and assistance for implementation of Renewable energy projects in State.

#### **E. Project Monitoring**

1. Study the RE project management practices followed in various States and identify best practices for implementation of the RE Policy.
2. Prepare a comprehensive project management framework for monitoring the progress of RE projects in the state.
3. Monitor progress of projects at pre developmental stage.
4. Monitor progress of projects to ensure that it is as per the bidding/ allotment terms and conditions till it is commissioned.
5. Develop a work breakdown structures, define project milestones and schedules for projects under implementation.
6. Identify project risks, create risk registries, and risk mitigation action plans for projects under implementation.
7. Prepare reports on implementation status highlighting the bottlenecks, overruns, and major risks at individual project level and at portfolio level.

#### **F. Policy and Regulatory Support**

1. Study the impact of various policy initiatives at the centre and state level on implementation of the RE Policy.
2. Provide periodic updates to GRIDCO on the new Regulations and prepare responses/comments if required.
3. Coordinate with and support the OERC in framing various Regulations and orders that are required for implementation of this Policy.
4. Assist GRIDCO in framing draft Rules and detailed procedure for implementation of this Policy.

5. Follow up with Ministry of Power (MoP), Ministry of New and Renewable Energy (MNRE), Energy Department (Govt. of Odisha) to facilitate smooth implementation of the RE Policy and ensure that all incentives/ subsidies are seamlessly passed on to eligible developers.
6. Solicit information regarding RE procurement, monitor RPO compliance of all obligated entities in the State.
7. Prepare monthly, quarterly, and yearly reports on RPO compliance by the obligated entities.

**G. Support to Aggregate RE demand from industries and procure power**

1. Assist GRIDCO in reaching out to industries in the state for their RE demand
2. Assist in RE procurement planning
3. Support in bid process management for RE procurement from developers and signing of PPA.

**H. Single Window Coordination**

1. Coordinate with all state agencies for clearances and approval of the RE projects
2. Support to department and developers for coordination activities till award of projects

**SECTION-VI**  
**TEAM COMPOSITION, DEPLOYMENT & PAYMENT TERM**

**6.1 Establishment of PMU:**

In order to manage the aforementioned tasks, the Consultancy Firm needs to set up a Project Management Unit (PMU) for the entire duration of the project at Bhubaneswar. The PMU team will operate from the GRIDCO Office, Bhubaneswar and will work closely with the 'Odisha Renewable Energy PMU' of GRIDCO.

**6.2 Team Composition:**

The team of consultants shall consist of minimum **6 members** with different discipline and different experience level. All consultants are required to stay at Bhubaneswar on a full-time basis and shall not be diverted to other assignment or replaced with other consultants without prior consent of GRIDCO during the tenure of the contract.

The details of consultant at different positions and the minimum required experience are as mentioned below:

<b>Sl. No.</b>	<b>Domain</b>	<b>Experience</b>	<b>No. of Consultants</b>
1	Project Manager (RE Exp)	8 + years	01
2	RE/ Sector Expert	5+ years	01
3	Project Management, Progress Monitoring and Coordination	5+ years	01
4	Contracts, Finance, Regulatory and Bid Process Management	2+ years	03

**TOTAL TEAM MEMBERS = 06**

**Note:**

1. All team members deployed must have educational qualification of B.Tech + MBA (or equivalent) from a reputed institute. At least one resource under sl. No. 4 must be a CA/CMA.

2. All team members deployed for the assignment must be on the payrolls of the Consultant as full-time employees during the tenure of the assignment.
3. GRIDCO reserves the right to direct the Consultant to depute upto 6 additional resources apart from the above-mentioned resources, on the same terms and conditions as per this RfP. The Consultant shall depute the additional resources within 30 working days from receipt of such direction from GRIDCO.
4. The payment for the additional resources shall be made accordingly, as per the derived man-month rate from the applicable rate of the year. At any time, the total number of team members (including additional resources) shall not exceed 12 resources.
5. On non-satisfactory performance of any team member, GRIDCO reserves the right to revert the team member and request for replacement by giving a notice of 3 months.

### **6.3 Resource Deployment:**

- 5.3.1 The team shall be available in the office of the GRIDCO on all working days. The deployed personnel/ resource has to follow the working hours, working days and holidays of GRIDCO.
- 5.3.2 The team members can leave Bhubaneswar on weekends/holidays only with prior intimation to the nodal officer.

### **6.4 Resource Replacement:**

- 6.4.1 The resources shall not be replaced during the entire tenure of the contract. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the resource, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualification and relevant experience.
- 6.4.2 If GRIDCO finds that any of the Resource has committed serious misconduct or has been charged with having committed a criminal action, then the Consultant shall at the GRIDCO's written request specifying the grounds therefore, forthwith provide as a replacement a resource with qualifications and experience acceptable to the GRIDCO.

6.4.3 The new resource (replacing resource) will be accepted by the GRIDCO only if he fulfills the minimum eligibility criteria as per the RfP.

6.4.4 The outgoing resource would ensure complete knowledge transfer with the replaced resource.

6.4.5 Penalty in accordance with clause 6.6 shall be applicable if the consultant fails to replace the resource(s) within 30 days of the exit of the existing resource.

#### **6.5 Payment Terms:**

6.5.1 The professional fees shall be paid on a monthly basis in line with the Price Proposal submitted by the successful bidder. Similar payment terms shall be applicable, in the event of deployment of the additional resources as per directions of GRIDCO. The payment will be made on submission of the Monthly Progress Report at the end of every month.

6.5.2 An annual escalation in the consultant fees shall be allowed to cover the increasing cost of resources and associated costs. There shall be an annual escalation of 7% over the quoted price of the successful bidder.

#### **6.6 Penalty Related to Resource Deployment:**

6.6.1 In case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent.

6.6.2 Per-day payment will be calculated by dividing the derived monthly rate of the Consultant by the number of working man-days in that month.

6.6.3 In addition, a penalty of INR 2,000 (Rupees Two Thousand) only per working day per resource will be levied for such absence.

6.6.4 Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

6.6.5 Penalty would be deducted from the applicable payments.

6.6.6 The total penalty amount will be restricted to 10% of the overall project cost.

**SECTION-VII  
EVALUATION OF BID**

**7.1** The evaluation of the Bid shall be carried out based on the Quality cum Cost Based Selection (QCBS) Methodology.

**7.2** For the selection of qualified and competent consultant for the define scope of work, GRIDCO shall constitute a selection committee.

**7.3** The evaluation of the Techno-commercial Proposals shall be done on the basis of qualifying requirement as set out in the eligibility criteria at Section-IV. In the next stage the price proposal of the techno-commercially qualified bidders will be evaluated. For final evaluation, the weight of the Techno-commercial Proposal is set to 70% and that of the Price proposal to 30%.

**7.4** Method of Evaluating Techno-Commercial Bids:

**7.4.1** The Selection Committee shall score the Technical Bid as per the evaluation criteria specified below;

Sl.	Parameter	Scoring criteria	Scoring
1	<p><b>Consultant's Indian experience in assignments related to Project Management on retainership basis:</b> Consultancy Support to Central/State govt agencies in matters related to policy implementation, project monitoring, project</p>	<p>Number of completed/ongoing assignments in last 5 years (after 01.04.2018)</p>	<p><b>Maximum marks – 30</b></p> <ul style="list-style-type: none"> <li>• 3 marks per eligible assignment</li> <li>• Additional 1 mark per eligible assignment if the assignment is completely related to Renewable energy - policy implementation, project monitoring, project facilitation, bid process</li> </ul>

	<p>facilitation, bid process management, regulatory support on a retainership basis of not less than 1 year in last 5 years (after 01.04.2018) to be considered.</p> <p>Projects done with power sector entities related to power sector will only be considered.</p>		<p>management, regulatory support etc. Eligibility of an assignment for securing additional mark for RE will be decided at the discretion of GRIDCO after analyzing the nature and scope of the assignment. Assignments with partial presence of RE will be excluded from additional mark.</p>
<p>2</p>	<p><b>Consultant's experience of working with Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities / IDAs with Odisha specific assignments.</b></p>	<p>No of completed / ongoing assignments within the last 5 years (after 01.04.2018)</p> <p>Any assignment awarded by any central agency/ international development agencies involving broad study on the energy/power/ any renewable technology involving multiple states even with Odisha as one of the states, shall not be</p>	<p><b>Maximum marks – 25</b></p> <p>Maximum marks shall be provided to the bidder furnishing maximum eligible credentials of completed/ongoing assignments</p> <p>The score of the other bidders shall be in ratio to the number of eligible assignments furnished by them as compared to the bidder with maximum eligible assignments.</p> <p>For illustration, if bidder A furnishes 10 eligible assignments (maximum</p>

		considered as Odisha experience.	among all bidders) and bidder B submits 9 eligible assignments, bidder A will get 25 marks, B will get 22.5 marks.
3	<p><b>Presentation</b></p> <ul style="list-style-type: none"> <li>• Proposed work plan</li> <li>• Technical understanding the RE sector of Odisha and the issues</li> <li>• Presentation</li> </ul> <p>Note: Presentation to be submitted as part of the Technical Proposal.</p>	<p>Bidders shall give a detailed presentation covering:</p> <p>Approach &amp; Methodology, understanding of issues in Odisha RE sector, framework for project management, understanding of the state specific context, work plan, etc.</p>	<b>Maximum marks – 15</b>

Note: All assignments provided for evaluation must be in power sector

7.4.2 After evaluating the Technical Bids, GRIDCO shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.

7.4.3 The minimum techno-commercial score (T) for qualification and eligibility for considering Price proposal is 50 Points.

### **7.5 Method of Evaluating Financial Bids:**

7.5.1 Bidders shall quote the total annual price for the assignment.

7.5.2 The quoted total annual price shall be exclusive of applicable GST.



7.5.3 The financial proposal with lowest quoted total price (LP) amongst the Price proposals will be given a financial score of 100 and other Price proposals shall be given financial scores that are inversely proportional to their quoted total prices.

#### **7.6 Overall Evaluation:**

Financial Score of Firm (Sf) =  $30 \times (LP / (QP))$

Where,

LP = Lowest quoted total annual price,

QP = Quoted total annual price of the firm

The total score (S) shall be,  $S = S_t + S_f$ .

Where, S = Total Score  $S_t$  = Score on Techno-Commercial Proposal  $S_f$  = Score on Price Proposal

Bid with the highest total score (S) shall be considered as highest ranked evaluated bid and the contract shall be awarded to such bidder at their quoted price.

#### **7.7 Derivation of man month rate for the consultants**

7.7.1 A monthly rate shall be derived for the below purpose:

- A. Determining the monthly fees of the Bidder
- B. Determining the monthly rates applicable for project manager (8+ years of experience), senior consultant (5+ years of experience) and consultant (2+ years of experience) in the event of increase or decrease in the number of team members

7.7.2 The monthly rate for the 1<sup>st</sup> year shall be determined as follows

$$QP = 12 * (3x + (2*1.20x) + (1*1.50x))$$

Where,

- 'x' is the derived monthly rate of the consultant (2+ years of experience)
- Senior Consultant (5+ years of experience) rate will be assumed as 20% higher than the derived monthly rate of consultant
- Manager (8+ years of experience) rate will be assumed as 50% higher than the derived monthly rate of consultant

The monthly rate in the subsequent years will take into account the escalation allowed as per clause 6.5

The derived monthly rate shall only be used for the purpose stated above and not for evaluating the bids.

## SECTION-VIII

### GENERAL CONDITIONS OF CONTRACT (GCC)

01	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, RfP document, bidders offer, letter of award, correspondences between the GRIDCO and consultant.
02	Definition	2.1	“ <b>ASSIGNMENT</b> ” shall mean the consultancy assignment for Appointment of Consultant to provide consultancy support to GRIDCO on retainer ship basis for implementation of Odisha Renewable Energy Policy, 2022.
		2.2	“ <b>Bid</b> ” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.3	“ <b>Bidder</b> ” shall mean the Consultant firms participating in the bid floated by the GRIDCO for Appointment of Consultant to provide consultancy support to GRIDCO on retainer ship basis for implementation of Odisha Renewable Energy Policy, 2022 and shall include his heirs, legal representatives, successors and permitted assigns.
		2.4	“ <b>Consulting firm/Consultant</b> ” shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
		2.5	“ <b>Contract</b> ” shall mean the agreement signed by the Authorized representatives of GRIDCO and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by GRIDCO.
		2.6	“ <b>Contract Period</b> ” shall be 52 weeks (including 30 days for signing of contract agreement) from the date of issue of Letter of Award, and extensions, if any, thereof.

	2.7	<b>“Effective Date of the Contract”</b> shall mean the date of issue of Letter of Award for the consultancy assignment under this contract.
	2.8	<b>‘GRIDCO/Owner’</b> shall mean GRIDCO LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
	2.9	<b>“LOA”</b> i.e., “Letter of Award” shall mean the official notice issued by GRIDCO notifying the Consultant firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by GRIDCO.
	2.10	<b>“Month”</b> shall mean the calendar month and <b>“Day”</b> shall mean the calendar day.
	2.11	<b>“Nodal Agency”</b> shall mean GRIDCO Ltd., , JANPATH, BHUBANESWAR
	2.12	<b>“Nodal Person”</b> shall mean DGM(HRD), GRIDCO Ltd.
	2.13	<b>“Other Terms &amp; Expression”</b> Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
	2.14	<b>“Person”</b> shall mean and include firms, companies, corporations and associations, Joint Ventures/ Consortium or bodies of individuals, whether incorporated or not.
	2.15	<b>“RE Policy”</b> shall mean Odisha Renewable Energy Policy, 2022 notified on 30.11.2022 vide gazette notification No. 11757-ENG-HYD-HYDRO-0009/2022/En
	2.16	<b>“RfP”</b> i.e., “Request for Proposal” shall mean document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Assignment & Scope of Services, Team Composition and Deployment, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments thereof.

03	Interpretation	3.1	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word imparting a gender includes other gender;</p> <p>(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(g) where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(h) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p>
04	Entire Agreement	4.1	<p>The Contract constitutes the entire agreement between the GRIDCO and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>

05	Amendment	5.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
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06.	Non-waiver	6.1	<p>Subject to GCC <b>Clauses-28 and 29</b> below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
07.	Severability	7.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
08.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant and the GRIDCO shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		8.2	The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
09.	Location	9.1	The Services shall be performed in Bhubaneswar or at such location required by GRIDCO.
10.	Effectiveness	10.1	This Contract shall come into force and effect on the date of the GRIDCOs

	Of Contract		Letter of Award of consultancy assignment
11.	Authorized Representatives	11.1	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:</p> <p>a) on behalf of the GRIDCO by .....or his designated representative.</p> <p>b) on behalf of the Consultant by ..... or his designated representative.</p>
12.	Relation between the Parties	12.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the GRIDCO and the Consultant. The Consultant, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
13.	Notices	13.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term "in writing" means communicated in written form with proof of receipt.
		13.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:</p> <p><b>a. For GRIDCO:</b> .....</p> <p>Attention: <b>Deputy General Manager (HRD)</b></p> <p>Postal Address:</p> <p>GRIDCO Ltd</p> <p>Regd. Office, Janpath</p> <p>Bhoinagar, Bhubaneshwar – 751022,</p> <p>Odisha</p> <p>Phone: +91 9438907201</p> <p>Email: hr.rbiswal@gridco.co.in</p>

			<p><b>b. For the Consultants: .....</b></p> <p>Attention:</p> <p>Postal Address:</p> <p>Phone:</p> <p>Email:</p>
		13.3	Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.
		13.4	A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.
14.	Governing Law	14.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.
15.	Settlement of Disputes	15.1	GRIDCO and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.
		15.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to Chairman, GRIDCO who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by Chairman, GRIDCO, the same shall be governed by the provisions of arbitration and conciliation Act 1996.
16.	Commencement of Services	16.1	The Consultant, shall begin carrying out the Services immediately viz. from the date of acceptance of Letter of Award (the "Starting Date").
17.	Delivery	17.1	The Delivery of services and Completion of the Related Services shall be in accordance with the <b>Scope of Services</b> specified in the <b>Section- V</b> . The Contract Monitoring Committee (CMC) shall make quarterly review of the



			performance and intimate the firm for proper execution of the assignments as per the work scope in case any deficiency arises during the contract period.
		17.2	The Consultant, in relation to its deliverables, shall provide supporting data or information required by GRIDCO within the time schedule mentioned in Clause-iv of Note <b>of Scope of Services</b> .
18.	Consultant 's Responsibilities	18.1	The Consultant shall provide the services mentioned in the <b>Scope of Services</b> shall be as per <b>Section-V</b> .
		18.2	The Consultant shall arrange one <b>WorkStation</b> at Bhubaneswar at its own cost for the purpose of the assignment.
19.	GRIDCO's Responsibilities	19.1	For successful completion of the assignment, GRIDCO shall provide data as available with them without prejudice. The Consultant shall bear all costs involved in the performance of its responsibilities, for the scope of the Services as per the contract.
		19.2	GRIDCO shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Consultant.
		19.3	GRIDCO may provide on Consultant's request, particulars / information / or documentation as available with them that may be required by the Consultant for proper planning and execution of Scope of Services under this contract.
20.	Contract Price	20.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
21.	Terms of Payment	20.2	Prices charged by the Consultant for the service provided under the Contract shall not vary from the prices quoted by the Consultant in its bid unless otherwise agreed between the consultant and GRIDCO till the completion of the contract.

		21.1	The Contract Price shall be paid in the manner specified in the <b>Section-VI</b> (Team Composition, Deployment & Payment Term). No invoice for extra work/change order on account of change order will be submitted by the Consultant unless the said extra work /change order has been authorized/approved by GRIDCO in writing.
		21.2	The Consultant's request for monthly payment shall be made to GRIDCO in writing, accompanied by Tax Invoices describing Services provided, accompanied by the documents evidencing submission and acceptance of deliverables specified in the <b>Section-V</b> . The Consultant shall submit the Tax Invoices in triplicate to GRIDCO.
		21.3	Payments shall be made promptly by GRIDCO not later than fifteen (15) days after submission of an invoice along with supporting documents, subject to GRIDCO's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		21.4	Payment shall be made by GRIDCO as per the price of the Letter of Award.  GRIDCO may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
22.	Taxes and Duties	22.1	The Consultant and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except GST during tenure of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, GST as applicable claimed by the consultant in their invoice shall be reimbursed.
		22.3	GRIDCO shall deduct TDS at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Consultant shall, within twenty (20) days of the letter of award, provide a contract Performance bank guarantee for the due performance of the Contract @10% of contract price from a scheduled bank en-cashable at Bhubaneswar only. This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit

			the CPBG as per the format enclosed.
		23.2	GRIDCO shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Consultant commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.
		23.4	The Performance Security shall be discharged by GRIDCO and returned to the Consultant not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract including extension thereof.
24.	Confidential Information	24.1	The Consultant and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of that party;</li> <li>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
25.	Subcontracting	25.1	The Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with GRIDCO.
26.	Service Quality	26.1	GRIDCO may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant shall take measures necessary to meet the specifications at no cost to GRIDCO.

27.	Liquidated Damages	27.1	Except as provided under GCC <b>Clause-27</b> , if the Consultant fails to perform any or all of the Services within the period, GRIDCO may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay in deliverable, up to a maximum of 5% of contract price.
28.	Force Majeure	28.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		28.2	Force Majeure shall not include:  a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		28.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		28.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		28.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature

			and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		28.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		28.7	The decision of the GRIDCO with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant.
		28.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		28.9	Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
29.	Suspension	29.1	The GRIDCO may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.
30.	Termination	30.1	Termination of Contract for Failure to Become Effective;  If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
		30.2	Termination for Default:  i. The GRIDCO may, without prejudice to any other remedy for breach of Contract, by Notice of default

			<p>sent to the Consultant terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>ii. if the Consultant fails to provide acceptable quality of Services as per Scope of Services (Section V)</li> <li>iii. if the Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the GRIDCO in its absolute discretion decide) provided in a notice in this behalf from the GRIDCO.</li> <li>iv. If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to <b>Clause-15</b> of GCC. v. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</li> </ul> <p>(a) In the event the GRIDCO terminates the Contract in whole or in part, pursuant to GCC Clause30, the GRIDCO may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant shall be liable to the GRIDCO for any additional costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.</p>
		30.3	<p>Termination for Insolvency:</p> <p>The GRIDCO may at any time terminate the Contract by giving Notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the GRIDCO.</p>
		30.4	<p>Termination for Convenience:</p> <p>The GRIDCO, by Notice sent to the Consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the GRIDCO's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>

		30.5	<p>Consequences of Termination:</p> <p>Upon Termination of the Contract, the Consultant shall:</p> <p>(a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the ..... or equivalent authority of GRIDCO (“Exit Plan”)</p> <p>(b)The ..... or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Consultant shall prepare alternate plan within two calendar days. If the second plan is also rejected, or equivalent authority will provide a plan for Consultant and it should be adhered by in totality.</p>
		30.6	<p>The Consultant and ..... or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.</p>
31.	Cessation of Rights and Obligations	31.1	<p>Upon termination of this Contract pursuant to Clause-30.4 hereof, or upon expiration of this Contract pursuant to Clause-42 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <p>a) Such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>b) The obligation of confidentiality set forth in Clause-24 hereof, c) Any right which a Party may have under the Applicable Law.</p>
32.	Cessation of Services	32.1	<p>Upon termination of this Contract by notice to pursuant to Clause-30 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-30 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
33.	Payment upon Termination	33.1	<p>Upon termination of this Contract pursuant to <b>Clause-30</b> hereof, GRIDCO shall make the following payments to the Consultant:</p> <p>a) Consultancy Fee for Services satisfactorily</p>

			<p>performed prior to the effective date of termination; after adjustment of the dues to the GRIDCO.</p> <p>b) Except in the case of termination pursuant failure to perform, insolvency of the Consultant, deliberate false submission by the Consultant or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.</p>
34.	Assignment	34.1	The Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.
35.	Disclaimer	35.1	GRIDCO reserves the right to share, with any consultant of its choice, any resultant Proposals, in order to secure expert opinion.
		35.2	GRIDCO reserves the right to accept or reject any proposal deemed to be in its best interest.
36.	Public Disclosure	36.1	All services/deliverables provided to GRIDCO by the Consultant are subject to Country and Odisha public disclosure laws such as RTI etc.
		36.2	The Consultant's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless GRIDCO first gives the Consultant its written consent.
37.	Adherence to rules Regulations and restrictions	37.1	Consultant shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time.
		37.2	The Consultant shall take all measures necessary or proper and to ensure due diligence to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Consultant's Team shall adhere to all security requirement/regulations of GRIDCO during the execution of the work. GRIDCO's employee also shall comply with its procedures/policy.
		37.3	The Consultant shall report as soon as possible any evidence, which may indicate or is likely to lead to an



			abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
38.	Fairness and Good Faith	38.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
		38.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-15 hereof.
39.	Insurance	39.1	The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
40.	Conflict of Interest	40.1	The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
		40.2	If the Consultant is found to be involved in a conflict-of-interest situation with regard to the present assignment, GRIDCO may choose to terminate this contract as per Clause-30 of GCC.
41.	Standard of Performance	41.1	The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional practices, engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in

			respect of any matter relating to this Contract or to the Services, as faithful advisers to GRIDCO. The Bidder shall provide professional, objective and impartial advice and at all times hold the Client's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests.
42.	Expiration of Contract	42.1	Unless terminated earlier pursuant to Clause-30 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

## **Appendix : E-Tender Login and Bid submission Guidelines**

The bidder shall submit the bid in Electronic Mode only i.e., with tender website [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO). The bidder must ensure that the bids are received in the specified tender website of the GRIDCO by the date and time indicated in the Tender notice.

Bids submitted by telex/telegram will not be accepted. No request to submit the Bids in physical form will be entertained by the GRIDCO.

The GRIDCO reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.

I. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.

II. Bidders are requested to follow the below steps for Registration on the tender website:

- a. Click "Register", fill the online registration form.
- b. Pay the amount of *Rs.2,360/-* through online payment to the KSEDC Ltd. This registration is valid for one year.
- c. Send the acknowledgment copy for verification.
- d. As soon as the verification is done the e-tender user id will be enabled.

III. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which would have been received after registration.

IV. If any Bidder wants to participate in the tender he will have to follow the instructions given below:

- a) Insert the PKI (which consist of your Digital Signature Certificate) in your System.
  - i. (Note: Make sure that necessary software of PKI be installed in your system).
  - ii. Click / Double Click to open the Microsoft Internet Explorer.

iii. Type [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) in the address bar, to access the Login Screen.

iv. Enter e-tender User Id and Password, click on “Go”.

v. Click on “Click here to login” for selecting the Digital Signature Certificate.

vi. Select the Certificate and enter DSC Password.

vii. Re-enter the e-Procurement User Id Password.

5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
- Click on Request icon for online request.
- Pay the amount of *Rs.5,900/-* through online payment to the KSEDC Ltd. for tender Processing fee.

6. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:

- Click to view the tender documents which are received by the user.
- Tender document screen appears.
- Click “Click here to download” to download the documents.

7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
- Note down / take a print of bid control number once it is displayed on the screen

8. Competitors bid sheets will be available in the website.

9. For any e-tendering assistance, contact help desk number mentioned below.

Bangalore – 080- 40482000 or Mobile No. 9937140591