

RfP Submission Sheet
(To be submitted on Firm's Letterhead)

To,
Deputy General Manager (HRD)
GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022,
Odisha

Dear Sir,

Sub: Appointment of Consultancy Firm on Retainership Basis.

I, _____, M/s _____ herewith enclose the proposal for Consultancy Support on Retainership Basis against the subject RfP for Appointment of my firm as the Consultant.

We hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of the clauses of RfP are acceptable to us and we have not taken any deviation to these clauses.

- a. Terms of Payment:
- b. Bid Security (EMD):
- c. Contract Performance Bank Guarantee:
- d. Deliverables:
- e. Bid Validity Period:
- f. Price Basis:

We further confirm that any deviation to the above clauses at Sl.No. (a) through (f) found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to GRIDCO.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

Signature of Authorized Signatory:

Full Name:

Designation:

Witnesses:

Name:

Designation:

Signature

POWER OF ATTORNEY**(On Non-Judicial Stamp Paper of Appropriate value)**

KNOW ALL MEN BY THESE PRESENTS THAT WE M/s _____ A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF (NAME OF COUNTRY) HAVING ITS REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS AT _____ REPRESENTED BY (NAME OF PERSONS) (THE "EXECUTANT") DO HEREBY NOMINATE, CONSTITUTE, AUTHORIZE AND APPOINT MR. [_____] Name of Attorney], SON OF [_____] , RESIDENT OF [_____] AND PRESENTLY EMPLOYED WITH [Employer Name], A COMPANY/CORPORATION ORGANISED AND _____ EXISTING UNDER THE LAWS OF (NAME OF THE COUNTRY) AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT [] AS OUR TRUE AND LAWFUL ATTORNEY ('THE ATTORNEY') TO DO IN OUR NAME AND ON OUR BEHALF ALL OR ANY OF THE FOLLOWING ACTS, DEEDS AND THINGS IN CONNECTION WITH OR IN RESPECT OF OR RELATING TO THE NOTICE INVITING TENDER NO. [] DATED [] (THE "NIT") ISSUED BY GRIDCO LTD, A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS (UNDER THE COMPANIES ACT) (AT GRIDCO LIMITED, JANPATH, BHOI NAGAR, BHUBANESHWAR - 751022, ODISHA, INDIA) (THE "EMPLOYER") FOR THE EXECUTION OF THE SERVICES DESCRIBED IN THE NOTICE INVITING TENDER (NIT) (THE "SERVICES") THAT IS TO SAY:

TO PREPARE, OFFER, SIGN, SUBMIT AND DELIVER TO THE EMPLOYER THE EXECUTANT'S BID FOR THE SERVICES PURSUANT TO THE NIT (THE "BID") INCLUDING TO MAKE, SIGN SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INCLUDING APPLICATIONS AND OTHER WRITINGS NECESSARY FOR OR INCIDENTAL TO THE SIGNING, SUBMISSION AND DELIVERY OF THE BID TO THE EMPLOYER; TO NEGOTIATE, ENTER INTO, SIGN AND EXECUTE, ACCEPT AND DELIVER ALL CONTRACTS UNDERTAKINGS, ACCEPTANCES AND OTHER WRITINGS CONSEQUENT UPON ACCEPTANCE OF THE EXECUTANT'S BID; PARTICIPATE IN BIDDERS' AND OTHER CONFERENCES AND PROVIDE ALL INFORMATION REQUIRED BY THE EMPLOYER AND TO FURNISH/SEEK CLARIFICATIONS ARISING OUT OF OR RELATING TO THE NIT AND, UPON AWARD OF THE CONTRACT CONSEQUENT TO THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER;

TO REPRESENT AND ACT ON BEHALF OF THE EXECUTANT IN RESPECT OF ALL MATTERS BEFORE THE EMPLOYER RELATING TO THE EXECUTANT TO BID AND UPON THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER INCLUDING THE RESULTANT CONTRACT ON SUCH THE ACCEPTANCE OF THE EXECUTANT'S BID (THE "CONTRACT") IN RESPECT OF ALL MATTERS RELATING TO OR ARISING OUT OF OR CONCERNING THE CONTRACT AND TO GENERALLY

DEAL WITH THE EMPLOYER ON BEHALF OF THE EXECUTANT IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO OR ARISING OUT OF THE EXECUTANT'S BID. THE NIT AND THE CONTRACT IN THE EVENT OF ACCEPTANCE OF THE EXECUTANT'S BID BY THE EMPLOYER.

AND GENERALLY TO DO ANY AND ALL OTHER AND FURTHER ACTS, DEEDS AND THINGS WHICH ARE NECESSARY FOR OR INCIDENTAL TO OR DEEMED APPROPRIATE FOR MORE EFFECTUAL EXERCISE OF THE POWERS HEREBY CONFERRED.

AND We, the Executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the Company itself.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [Date] DAY OF [Month], [2021] has been executed under the common seal of the Company, at (name of place).

For [Name of the Executant]

By

(Name of Officer)

Title

WITNESSES

1.

2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of

the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

*Strike out the form if not applicable for the bidder.

No Blacklisting Certificate
(To be submitted on Firm's Letterhead)

I, _____, M/s _____ hereby certify that I / we are not presently banned /de-listed/ black listed / debarred from business by any Central Government / State Government / Union Territory / PSU / Government Department or any entity controlled by them in India, on the grounds mentioned in Para 6 of Guidelines on banning of Business dealing and Eligibility Criteria Clause 5 of Tender Document.

Signature of Authorized Signatory:

Full Name:

Designation:

Undertaking
(To be submitted on Firm's Letterhead)

I, _____, M/s _____ hereby certify that I/ we have 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 last 05 (five) years.

If the information submitted above is found to be erroneous in future, the contract, if given to the firm shall be rejected without assigning any reasons thereof.

Signature of Authorized Signatory:

Full Name:

Designation:

Company's Financial Information

Details of Average Annual Turnover (Consolidated) from consultancy business for the past three financial years as per Audited Accounts need to be provided in the following format:

	FY:2019-20	FY:2020-21	FY:2021-22
Company Annual Turnover(Consolidated) from Professional/ Consultancy / Advisory Services (Rs. in Crore)			

Consultancy Average Annual Turnover (Consolidated) from Consultancy Business in last Three Financial Years: Rs.....Crores.

Note:

1. Consolidated Audited Annual Reports/Financial Statements for last three applicable financial years have to be provided as proof for company turnover (Consolidated) from consultancy business.
2. The above statement shall be duly certified by the Chartered Accountant firm as proof for Turnover (Consolidated) from consultancy services based on the Audited Accounts.

Company's Net-worth Information

Net Worth for the past three financial years as per Audited Accounts need to be provided in the following format:

	FY:2019-20	FY:2020-21	FY:2021-22
Company Net Worth (Rs. in Crore)			

Note:

1. Consolidated Audited Annual Reports/Financial Statements for last three applicable financial years have to be provided as proof for company Net Worth.
2. The above statement shall be duly certified by the Chartered Accountant firm as proof for Net Worth based on the Audited Accounts.

Declaration

(To be submitted on Firm's Letterhead)

**PROOF OF MORE THAN 50 EMPLOYEES EXISTS ON THE PAYROLL IN
THE CONSULTING DIVISION/ BUSINESS UNIT.**

I, _____, M/s _____ hereby certify that more than 50 full time employees exist on M/s _____ payroll in the consulting division/ business unit.

Signature of Authorized Signatory:

Full Name:

Designation:

PROOF OF EXPERIENCE OVER 5 YEARS

As proof of bidder's experience of over 5 years of providing consultancy services in Indian power sector, the copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done meeting eligibility criteria under Section IV.8.

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

Name of Assignment	Name of Client Organization	Start and End Date of Assignment	Relevant Proof Submitted (Y/N)

Signature of Authorized Signatory:

Full Name:

Designation:

Project Management Experience

The Bidder's relevant past experience regarding consultancy 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) meeting eligibility criteria under Section IV.11 and Bid evaluation criteria under Section VII-7.4.1.1

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as LoA/work order/contract/client citation/confirmation for work done should be enclosed.

Name of Assignment	Name of Client Organization	Duration	Start and End Date of Assignment	Value of Services (Rs. Lakhs)	Relevant Proof Submitted (Y/N)

Prior experience with Odisha Power Sector

The Bidder's relevant past experience of working with Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities / IDAs with Odisha specific assignments in last 5 years (after 01.04.2018) meeting Bid evaluation criteria under Section VII-7.4.1.2

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as LoA/work order/contract/client citation/confirmation for work done should be enclosed.

Name of Assignment	Name of Client Organization	Duration	Start and End Date of Assignment	Value of Services (Rs. Lakhs)	Relevant Proof Submitted (Y/N)

Price Proposal (To be submitted on Firm's Letterhead)

To,
Deputy General Manager (HRD)
GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022,
Odisha

Dear Sir,

Sub: Appointment of Consultancy Firm on Retainership Basis.

Reference No. _____

I, _____, M/s _____ herewith enclose Price Proposal against the subject RfP for Appointment of Consultancy Firm on Retainer ship Basis.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

Yours Faithfully,

Signature of Authorized Signatory:

Full Name:

Designation:

Price Proposal (Cost of Services)

Total annual fees in INR (except GST) (in Figures)	
Total annual fees in INR (except GST) (in Words)	

Note:

- i. The price quoted is the fees for the 1st year of the contract.
- ii. GRIDCO will not be required to pay and/or reimburse anything over and above the price quoted except GST, which will be payable as per the rate prevailing at the time of payments.
- iii. The total price should include overhead/out of pocket expenses, travel, boarding, lodging, visits etc.
- iv. In the event of deputation of additional resources as per directions of GRIDCO, the price for the additional resources shall be considered as per the above quote of the successful bidder.

SECTION-X

ANNEXURE- 1

Contract Form

THIS CONTRACT made the _____ day of _____, _____, between _____ of _____ (hereinafter "GRIDCO"), of the one part, and _____ of _____ (hereinafter "the Consultant"), of the other part:

WHEREAS GRIDCO invited bids for Services, viz., _____ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of Rs. _____ (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:

- a) ITB (As Enclosure - I)
- b) Scope of Services (As enclosure –II)
- c) General Conditions of Contract (As enclosure –III)
- d) Team Composition, Deployment & Payment Term. (As enclosure –IV)
- e) Accepted Price Proposal. (As Enclosure –V)
- f) Letter of Award (LOA). (As enclosure –VI)
- g) Contract Performance Bank Guarantee. (As enclosure –VII)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by GRIDCO to the Consultant as indicated in this Contract, the Consultant hereby covenants with GRIDCO to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. GRIDCO hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ **(Authorized official of the GRIDCO)**

Signed by _____ **(for the Consultant)**

ANNEXURE- 2

**Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act.)**

Date:

Contract Name and No.:

To:

WHEREAS

_____ (hereinafter "the Consultant") has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment for Electricity Demand Forecasting and Development of Power Trading Strategy for GRIDCO (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Consultant shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the PMC a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by GRIDCO at any of our branches at Bhubaneswar who will pay the claim amount to GRIDCO immediately.***

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from GRIDCO, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that GRIDCO at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee GRIDCO may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (_____/ - / Indian Rupees _____ only) exclusive of interest payable on the amount demanded in the notice till the date of payment to GRIDCO and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____. Name _____ In the capacity of _____ Signed _____ Duly authorized to sign the security for and on behalf of _____ Date _____

Notwithstanding anything contained herein above.

- i) Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____) only.
- ii) The Bank Guarantee shall be valid up to _____ only.

iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.
For _____ (indicate the name of the Bank)

N.B.:

- (1) Name of the Consultant:
- (2) No. & Date of the Letter of Award / Contract:
- (3) Amount of the Bank Guarantee: Rs.....
- (4) Validity period or date up to which the Contract is valid:
- (5) Signature of the Constituent Authority of the Bank with seal:
- (6) Name & Addresses of the Witnesses with signature:
- (7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of

**1. Name & Address _____
Witness _____**

**2. Name & Address _____
Witness _____**