



**Appointment of Consultant
to assist GRIDCO in the
development of Pumped
Storage Hydro Projects (PSP)
in the state of Odisha**

website: www.gridco.co.in/
www.greenenergyinvest.odisha.gov.in

E-Tender Notice

E-Tender Notice No .GRIDCO/RE NODAL AGENCY/ E-TENDER/03/2023-24.



GRIDCO LIMITED

Regd. Office: Janpath, Bhubaneswar, 751022

E-Tender Notice

E-Tender Notice No .GRIDCO/RE NODAL AGENCY/ E-TENDER/03/2023-24. Dated 11.03.2024

GRIDCO invites bids in e-Tender mode only from reputed and eligible Consultant for the “Appointment of Consultant to assist in the development of Pumped Storage Hydro Projects (PSP) in the state of Odisha” confirming 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. Complete set of bidding documents are available at the tender portal, www.tenderwizard.com/gridco or GRIDCO website: www.gridco.co.in/ www.greenenergyinvest.odisha.gov.in for downloading the scope of supply and terms and conditions in detail.

Start date of the bid- **11.03.2024**

Date of pre bid meeting- **18.03.2024 11.30 am ,Gridco conference hall/ VC**

Last date for submission of bid - **03.04.2024, 1:00 PM.**

The due date & time of opening of techno-commercial bid - **03.04.2024, 5:00 PM.**

N.B: - Subsequent addendum(s)/corrigendum to the tender if any, shall be hosted on GRIDCO’s official website <https://www.gridco.co.in> www.greenenergyinvest.odisha.gov.in and www.tenderwizard.com/gridco only. The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Chief Project Manager

RE Nodal Agency, GRIDCO

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SECTION-I

PREFACE

GRIDCO intends to engage a well-established, reputed, and experienced consultancy firm to support the development of Pumped Storage Hydro Projects (PSP) in Odisha .

1.1 ABOUT GRIDCO:

GRIDCO Limited, a wholly owned Undertaking of the 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 & upcoming 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 a 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.

1.2 Introduction

Over the recent years, India has witnessed an unprecedented surge in energy demand, driven by rapid industrialization, urbanization, and population growth. As the country strives

to meet its ambitious goal of 500 GW of renewable energy (RE) capacity to constitute 50 percent of its energy mix by 2030, the challenges of integrating RE's inherent variability have become significant. The peak variance faced by the Indian power system on daily, seasonal, and annual basis presents a significant challenge, which must be addressed through medium and long-term energy storage solutions. In this context, India is looking for flexible energy generation assets with a capability to supply peaking power and a range of ancillary services efficiently and economically, using cheaper off-peak energy.

Pumped-hydro Storage Plant (PSPs) are a proven and efficient solution for energy storage and can play a pivotal role in stabilizing India's power grid and balancing the intermittent nature of RE sources like solar and wind. The technology is based on the following concept: during periods of low electricity demand and/or excess RE generation, surplus electricity is used to pump water from a lower reservoir to an upper reservoir, while during periods of high demand and/or low RE generation, the stored water is released through turbines to generate electricity and provide a variety of ancillary services. Compared to Battery Energy Storage Systems (BESS), PSPs may be better suited for longer storage duration needs (e.g., 6-10 hours for PSP compared to typically 1-4 hours for BESS although longer duration batteries are also available albeit more expensive). PSPs also offer significantly higher scale (e.g., GWh scale is more common as opposed to hundreds of MWh at best for large BESS projects) and provide a wider range of ancillary services including inertia, reactive power and lower/raise of frequency control at scale, if designed appropriately. Considering their complementary roles in the system, significant deployment of both BESS and PSPs will eventually be required to meet the needs of the Indian power system.

The Central Electricity Authority (CEA) has estimated a PSP potential of 103 GW, out of which 8 projects with a cumulative capacity of 4.7 GW are currently in operation, 4 projects with a cumulative capacity of 2.8 GW are under construction, and 27 projects with a cumulative capacity of 29.93 GW are under different stages of development. All these projects belong

to the open-loop category, with one of the reservoirs connected to a water source. According to India's National Electricity Plan 2022-32, by FY32, 26.6 GW worth of PSP storage capacity is required to meet the anticipated demand.

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 the implementation of the RE Policy through assistance in areas like bid process management, policy and regulatory matters, project identification etc.
- 1.4.2 GRIDCO intends to engage, on a QCBS basis, a well-established, reputed and experienced consultancy firm possessing the requisite skills, workforce and professionalism to assist GRIDCO in the development of Pumped Storage Hydro Projects (PSP) in Odisha.

SECTION-II
INSTRUCTIONS TO CONSULTANT (ITC)

A. General			
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 the Appointment of Consultant to support the development of Pumped Storage Hydro Projects (PSP) in Odisha as detailed in the Scope of Work at Section -V.</p> <p>The intending Consultant shall follow the Bid Data Sheet in Section III for a detailed Tendering Schedule.</p>
2	Eligible Consultant	2.1	The Consultant Firm(s), who meets the qualifying requirement as per Section-IV shall be eligible for this tender;
3	Joint Venture/Consortium	3.1	Allowed
4	Documentary Evidence	4.1	<p>The Consultant 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 the original of the signatory of the Bid to commit the Consultant as per Format-F/02</p> <p>f. Undertaking (self-certificate) that the Consultant is not presently banned /de-listed/blacklisted/debarred either by the 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 Consultant neither failed to perform on any agreement nor been expelled from any project or agreement nor has had any agreement terminated for breach of contract by such Consultant 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 2020-21 FY 2021-22 & FY 2022-23) along with CA Certificate indicating minimum average annual turnover of INR 14 Crores (Indian Rupees Fourteen Crores only) from consultancy / advisory services during the last three financial years i.e., FY 2020-21, FY 2021-22 & FY 2022-23 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 2020-21 FY 2021-22 & FY 2022-23) in the attached format as per Format-F/06</p> <p>j. Undertaking (self-certificate) of having more than 50 full-time employees in India existing on payroll as on the date of submission of the bid. Format-F/07.</p>
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			<p>k. Copy of work order/work completion certificates mentioning nature of work, the period during which the work was done relating to consultancy support to any State Govt/State PSUs/Central Govt. /Central PSUs/IDAs/Private Sector in pumped storage or hydro projects assessment, feasibility studies of utility-scale solar, policy & regulatory analysis, due diligence, technology assessment, capacity building and project implementation support. – Completed/on-going assignments of minimum single order value INR 30 lakhs will be accepted.</p> <p>The above documents to be submitted as enclosure as per Format-F/08.</p> <p>l. Copy of work order/wok completion certificates mentioning nature of work, the period during which the work was done relating to consultancy support to any State Govt/State PSUs/Central Govt. /Central PSUs/IDAs/Private Sector in other RE projects- feasibility studies of pumped storage or hydro projects & regulatory analysis, due diligence, technology assessment, capacity building and project implementation support. – Completed/ongoing assignments of minimum single order value INR 30 lakhs will be accepted.</p> <p>The above documents to be submitted as an enclosure as per Format-F/09.</p> <p>l. CV format for each expert for this assignment-F/10.</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 Consultant (ITB) Section-III-Bid Data Sheet (BDS) Section-IV-Eligibility Criteria Section-V-Duration of Assignment, Scope of Services, Deliverable and Payment Schedule Section-VI- Evaluation of Bid Section-VII- Qualification, Experience and Key Personnel. 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 Consultant is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p>
		5.4	<p>A prospective Consultant 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</p>

			render the Consultant as substantially not responsive at the Consultant's risk and may result in the rejection of its bid.
6	Clarifications on Bidding Document	6.1	Consultant may seek clarifications in writing relating to the preparation and submission of bids, scope of works, GCC etc. before the Pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of the Pre-bid meeting) before the date of the Pre-bid meeting. Consultant's queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the RfP document shall be published on the website of GRIDCO i.e. www.gridco.co.in/ www.greenenergyinvest.odisha.gov.in
		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 before 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 Consultant shall visit GRIDCO's website for any addendum/modification/errata/corrigendum etc.
		7.3	GRIDCO, at its discretion for any reason at its 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 Consultants will be notified of any such change.

		7.4	To provide prospective Consultant 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.
C. Preparation of Bids			
8	Cost of Bid preparation	8.1	The Consultant 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.10,000.00 (Rupees Ten Thousand only) Plus GST @18% (total of Rs. 11800.00) in favour of " RE NODAL AGENCY ACCOUNT " payable at "Bhubaneswar" or through online mode towards the cost of the bid document shall be furnished at the time of submission of RfP document downloaded from the website. The downloaded RfP documents will be accepted by GRIDCO only if it is supported by the demand draft towards the cost of bid document or UTR No. for documentary proof of payment. (Bank details are provided in Section III-BDS-Clause 9).
9	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Consultant and GRIDCO, shall be written in English.

10	Documents comprising Bid	10.1	The Bid shall comprise of 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	The first envelope shall contain the Techno-Commercial Proposal. The second envelope shall contain the Price Proposal. Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Consultant, RfP identification No., and the authority to whom the Bid is being submitted to.
		10.3	During Stage-1 of the evaluation , the Techno-Commercial Proposals shall be opened as per ITB Sub-Clause-23.1 & at the address, date and time specified in the BDS, Section-III. Consultant shall not be allowed to modify/amend/change the Techno-Commercial Proposal after submission of the Bid, unless otherwise specifically asked by GRIDCO. The Techno-Commercial Proposals which do not conform to the specified requirements will be rejected as non-responsive Bids.
		10.4	During Stage 2 of the evaluation , Price Proposals of Techno-Commercially successful Consultant shall be opened at the date & time and place as intimated by GRIDCO.
		10.5	For the final evaluation, the weightage assigned to the Techno-Commercial Proposal and Price Proposal is 65% and 35% respectively.

			<p>The successful Consultant 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% in shape of Demand Draft issued in favour RE NODAL AGENCY ACCOUNT and payable at Bhubaneswar, Odisha or through online mode.</p> <p>c) Bid Security for Rs. 1,40,000/- (Rupees One Lakh Forty Thousand) only, in the form of Demand Draft issued in favour of RE NODAL AGENCY ACCOUNT and payable at Bhubaneswar, Odisha, only issued by a scheduled bank, or through online mode in which case UTR no./BG (Format attached as Annex-3) or documentary proof of payment to be provided in accordance with ITB Clause-17; (Bank payment details are provided at Section III-BDS-Clause 9).</p> <p>d) Power of Attorney authorizing the signatory of the Bid to commit the Consultant, by ITB Clause-18.1;</p> <p>e) Documentary evidence in accordance with ITB Clause -15 establishing the Consultant'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 & P-2 (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"> • Techno-commercial Formats • Financial Proposal Formats <p>The Consultant shall upload documents/ Schedules in support of the qualifying requirement along with the bid (Technical Bid: Part-I & Price Bid: Part-II)</p>
11	Bid Submission Sheets and Price Schedules	11.1	<p>The Consultant shall submit the Techno-Commercial Proposal and the Price Proposal using the appropriate Submission Sheets provided in (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 Consultant shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section- IX (Bidding Forms).</p>
		11.2	<p>The Consultant should take note of following points while submitting the Price Proposal:</p> <p>a) Price Proposal should clearly indicate the price to be charged without any qualifications.</p> <p>b) GST as applicable shall be paid extra as per prevailing rate.</p>
12	Alternate Bids	12.1	<p>Alternate Techno-Commercial and /or Price bids shall be rejected.</p>

13	Bid Prices and Discounts	13.1	The prices quoted by the Consultant in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified therein.
		13.2	Prices quoted by the Consultant 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 Consultant 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 purposes. 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 unconditional.
14	Currencies for the Bid	14.1	Consultant shall express their bid price in Indian Rupees only.
15	Documents Establishing the Qualification of the Consultant	15.1	To establish its qualifications to perform the Contract, the Consultant 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, before the expiration of the bid validity period, GRIDCO may request the Consultant 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 Consultant shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in the form of a Demand Draft for an amount of Rs.1,40,000/- (Rupees One Lakh Forty

			Thousand) only in favour of RE NODAL AGENCY ACCOUNT payable at Bhubaneswar. Odisha only issued by a Scheduled Bank or through online mode in which case UTR No. or documentary proof of payment to be provided at the time of submission of techno-commercial bid. (Bank payment details are provided in Section III-BDS-Clause 9).
		17.2	Any Bid not accompanied by Bid Security in accordance with ITB Sub- Sub-Clause-17.1, shall be rejected by GRIDCO as non-responsive.
		17.3	The Bid Security of the unsuccessful Consultant shall be returned after the signing of the Contract and submission and acceptance of CPBG by the successful Consultant.
		17.4	The successful Consultant has to furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The bid security of the successful Consultant shall be returned after acceptance of the Contract Performance Bank Guarantee by GRIDCO.
		17.5	The Bid Security may be forfeited, if the successful Consultant 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 Consultant. The Consultant shall submit a duly notarized Power of Attorney in original of the signatory of the Bid to commit the Consultant 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.

D. Submission and Opening of Bids

19	Submission of Bids	19.1	Consultant are required to submit their bids both in hard copy as well as soft copy.
		19.2	<p>For hard copy submission:</p> <p>Consultant 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 Consultant 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	<p>The inner and outer envelopes shall:</p> <p>a) bear the name and address of the Consultant;</p> <p>b) be addressed to GRIDCO in accordance with ITB Sub-Clause - 20.1</p>
		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>For soft copy submission: The Consultant shall also submit the bid in Electronic Mode i.e. with tender website www.tenderwizard.com/gridco. The Consultant must ensure that the bids are received in the specified tender website of GRIDCO by the date and time indicated in the Tender notice.</p> <p>Complete details regarding the procedure to upload the bids in the tender wizard portal is provided in the appendix.</p>
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 obligations of GRIDCO and Consultant as existing before an 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 Consultant.
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 Consultant may withdraw, substitute, or modify its Bid under the following situation;</p> <ol style="list-style-type: none"> 1. Before expiry of the bid validity period as per ITB. 2. Any changes to the scope of work after submission of bid document.

			<p>3. Any changes in the bidding documents after submission of bid document.</p> <p>4. If the due date of the submission has been extended by the GRDICO after submission of bid document.</p> <p>Such withdrawal, substitution, or modification shall be submitted by the Consultant 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 Consultant 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 the custody of GRIDCO until the time of opening of Price Proposals. GRIDCO shall advise the Techno-Commercially qualified Consultant in writing about the date, time, and location of the opening of Price Proposals.
		23.3	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 Consultant.

			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.
		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 Consultant 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	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.
		23.6	All other envelopes holding the Techno-Commercial proposals of the Consultant shall be opened one at a time, and the following read out and recorded:

			<p>a) the name of the Consultant;</p> <p>b) whether there is a modification or substitution;</p> <p>c) the presence of a Bid Security and proof of purchase of bid document;</p> <p>d) Any other details as GRIDCO may consider appropriate.</p> <p>e) Only Techno-Commercial Proposals of those Consultant read out and recorded at bid opening shall be considered for evaluation.</p> <p>f) No Bid shall be rejected at the opening of Techno-Commercial Proposals except for late bids or bid not accompanied by bid security in accordance with ITB Sub-Clause - 21.1 and Clause-17.</p>
		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 Consultant and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security & Cost of the Bid Document. The Consultant's representatives who are present shall be requested to sign the record. The omission of a Consultant 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 Consultant in writing by GRIDCO. Consultant shall be given reasonable notice of the opening of Price Proposals.</p>
		23.9	<p>GRIDCO shall conduct the opening of Price Proposals of all Techno-Commercially qualified Consultant who submitted Price Proposals, in the presence of Consultant's representatives who choose to attend at the address, date and time specified by GRIDCO. The Consultant's representatives who are present shall be</p>

			<p>requested to sign a register/note-sheet evidencing their attendance.</p> <p>The results of the Price Bids of all Consultant(s) shall also be available on 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> <p>a) the name of the Consultant; b) whether there is a modification or substitution; c) the bid prices; d) Any other details that GRIDCO may consider appropriate.</p> <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 Consultant and the Bid Price. The Consultant's representatives who are present shall be requested to sign the record. The omission of a Consultant signature on the record shall not invalidate the contents and effect of the record.</p>

E. Evaluation and Comparison of Bids

24	Confidentiality	24.1	<p>Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to consultant or any other persons not officially concerned with such process.</p>
		24.2	<p>Any attempt by a consultant 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.</p>

		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, Consultant 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 Consultant for a clarification of its Bid. Any clarification submitted by a Consultant 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 Consultant's obligations under the Contract; or</p> <p>c) if not rectified would unfairly affect the competitive position of other Consultant 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 Consultant by correction of the material deviation, reservation, or omission.
		26.4	The Consultant 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 Consultant 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 Consultant submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial, non-conformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Consultant to comply with the request may result in the rejection of its Bid.
		27.3	<p>Provided that the Techno-Commercial Proposal is substantially responsive, GRIDCO will correct arithmetical errors during the evaluation of Price Proposals on the following basis:</p> <p>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.</p> <p>b) Except as provided in sub-clauses (a) herein above, GRIDCO shall reject the Price Proposal if</p>

			the same contains any other computational or arithmetic discrepancy or error.
		27.4	If the Consultant 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 Consultant 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 Consultant 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 Consultant's qualifications submitted by the Consultant, 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.
F. Award of Contract			
34	Award Criteria	34.1	GRIDCO shall award the Contract to the Consultant whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Consultant 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 Consultant 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 Consultant's capabilities to perform satisfactorily.
35	GRIDCO's Right to change the deliverables defined under the scope of Work	35.1	During the execution of the contract, GRIDCO reserves the right to modify the scope and deliverables instead of the scope of work & deliverables defined under the Scope of Work. However, for any modification or addition of new scope, that 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 a Letter of Award (LOA) to the successful Consultant, 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 the LOA, the Consultant Firm shall sign, date, and return the LOA copy to GRIDCO as acknowledgment.
37	Signing of Contract	37.1	Within 30 days from the date of issue of the 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 Consultant 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 the Letter of Award from GRIDCO, the successful Consultant shall furnish the Contract Performance Bank Guarantee by the GCC, using the Contract Performance Bank Guarantee Form enclosed in (Contract Forms).

		38.2	<p>Failure of the successful Consultant 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 Consultant at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily.</p>
39	Disclaimer	39.1	<p>This Request for Proposal (RfP) has been prepared by GRIDCO for the Appointment of a Consultant to provide support services as per the scope of work at Section – V.</p> <p>Though adequate care has been taken while preparing the RfP documents, the Consultant shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Consultant 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 Consultant 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 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 becomes 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 Consultant 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	E-Tender (NIT) No. GRIDCO/RE NODAL AGENCY/ E-TENDER/03/2023-24 Dated: 11.03.2024
2	Purpose: “Assist GRIDCO in the development of the Pumped Storage Hydro Projects (PSP)by providing consultancy services for preliminary assessment and Preparation of feasibility report comprising techno-commercial, regulatory, financial & socio-environmental studies.”
3	Address of the Owner: GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar–751022, Odisha Website of GRIDCO: www.gridco.co.in / www.greenenergyinvest.odish.gov.in Contact Person: Ms. Mahesh Prasad Dash (Chief Project Manager)
4	Date for availability of Tender document: From: 11.03.2024
5	Date, Time & Place of the Pre-Bid Meeting: Date: 18.03.2024 11.30 AM Venue: Through VC/Conference hall, GRIDCO
6	Deadline for Submission of the Bid: Date: 03.04.2024 1:00 PM
7	Due date, Time & Place of the opening of the Techno Commercial Bid: Date: 03.04.2024 ,5:00 PM Place: Conference Hall, GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar–751022, Odisha Date, Time & Place of Presentation: Date: Will be intimated later. Place: Conference Hall, GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar–751022, Odisha Date of opening of Price Bid will be intimated later .
8	Cost of the Bid Document: Rs.10,000.00 (Rupees Ten Thousand only) Plus GST @18% (total of Rs. 11800.00) to be submitted in the shape of a Demand Draft issued in favour of

	<p>RE NODAL AGENCY ACCOUNT, payable at Bhubaneswar or through online mode.</p> <p><i>Note: Consultants are required to submit the DD or UTR number along with the Techno-Commercial Bid.</i></p>
9	<p>Bid Security (EMD): Bid Security (EMD) in the form of a Demand Draft for an amount of Rs.1,40,000/- (Rupees One Lakhs Fourty Thousand) only in favour of RE NODAL AGENCY ACCOUNT payable at Bhubaneswar issued by a Scheduled Bank or through online mode, in which case UTR No. or Bank Guarantee for documentary proof of payment to be provided at the time of submission of the techno-commercial bid.</p> <p><u>Bank Details for Online Payment</u> A/C Name: RE NODAL AGENCY ACCOUNT Bank Name- HDFC Bank Branch Name: CHANDRASEKHARPUR , BHUBANESWAR Account No. 50200079352520 IFSC Code: HDFC0001252</p>
10	Period of Contract: Thirty (30) months from the date of signing of the contract and which may be further extended, if deemed necessary
11	Bidding Methodology: Single Stage Two Part Basis.
12	Techno-commercial Proposal: To be submitted as per the format prescribed along with the supporting documents.
13	Bid Validity: Six months from the last date of the submission of the bid.
14	Price Proposal: To be submitted as per the format prescribed in Form P1 and P2.
15	Contract Performance Bank Guarantee (CPBG): The successful Consultant 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 (Contract Forms).
16	The signing of the Contract Agreement: The successful Consultant shall sign the Contract Agreement within 30 days from the date of the issue of LOA.

SECTION-IV
ELIGIBILITY CRITERIA

The proposals of only those Consultants 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 Consultant are required to furnish the required supporting documents along with the Technical Bid.

Sl.	Eligibility Criteria	Required Documents
General Requirement:		
1.	<p>The Consultant can be a single Consultant or a consortium of Consultant¹.</p> <p>In case of consortium, the lead Consultant shall be a company registered under the Companies Act.</p>	<p>Self-attested copy of the Certificate of Incorporation / Registration Certificate/ Certificate of Commencement of Business.</p> <p>In the case of Consortium:</p> <ul style="list-style-type: none"> • All Partners of Joint Venture/ Consortium shall be domiciled companies in India. • Both the partners of the Joint Venture/ Consortium together shall meet the Technical Qualification & financial qualification criteria mentioned

	<ul style="list-style-type: none">• Such Joint Venture/ consortium shall be formed through Joint Venture/Consortium Agreement as per the format and manner specified in the annexure (4& 5) to this Tender Document.• Maximum number of Partners in a Joint Venture/Consortium is limited to TWO (02) only including the lead partner.• One of the partners fulfilling the Technical and financial qualifying criteria prescribed for lead partner shall be nominated as Lead Partner by the Joint Venture/Consortium and the lead partner shall be exclusively authorized to incur liabilities and receive instruction for and on behalf of Joint Venture/Consortium and its other partner. This authorization shall be evidenced by submitting a power of attorney and Joint Venture/Consortium agreement signed by legally authorized signatories of the partners as per Proforma
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2.	The Consultant should have valid Goods and Service Tax Identification Number (GSTIN)	Self-attested copy GSTIN Registration Certificate. In case of Consortium, both partners will submit self-attested copy of GST registration certificate.
3.	The Consultant should have a valid PAN Number	Self-attested copy of PAN Card. In the case of a Consortium, both partners will submit a self-attested copy of the GST registration certificate.
4.	The Consultant shall provide duly notarized Power of Attorney (PoA) in original of the signatory of the Bid to commit the Consultant	Duly notarized Power of Attorney in original on Non-Judicial Stamp Paper of Appropriate Value as per Format-F/02 . In the case of Consortium, submit as per Annex-6.
5.	The Consultant must not be presently banned /de-listed/ black-listed / debarred either by the 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 Consultant should provide an undertaking (self-certificate) as per the format provided in FORMAT –F/03 .

6.	The Consultant 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 Consultant) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Consultant.	The Consultant should provide an undertaking (self-certificate) that the Consultant 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 Consultant.as per the format provided in FORMAT- F/04 .
7.	The company should have at least 50 full time employees in India 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 in India exist on payroll in their consulting division/ business unit in attached format as per FORMAT- F/07 .
8.	The Consultant should have experience of minimum 3 years of providing consultancy services in PSP project.	Copy of work order/work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded during FY 2021-22 to FY 23-24.In case of non-availability of work completion certificate, the final payment

		<p>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 FORMAT- F/08.</p>
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Financial Requirement:		
9.	<p>The Consultant should have average minimum annual turnover of INR 14 Crores during last (3) three financial years (i.e., FY 2020-21, FY 2021-22 & FY 2022-23)</p> <p>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 2020-21, FY 2021-22 & FY 2022-23) along with CA Certificate indicating average minimum annual turnover of INR 14 Crores during the last three financial years from consulting/advisory business in India in attached format as per FORMAT-F/05.</p>
10.	<p>The Consultant should have positive net worth in each of the last (3) three financial years (i.e. FY 2020-21, FY 2021-22 & FY 2022-23)</p>	<p>CA Certificate indicating net worth of the company during the last three financial years (i.e., FY 2020-21, FY 2021-22 & FY 2022-23) in attached format as per FORMAT-F/06.</p>

Technical Requirement:

11.	The Consultant must have experience in the Renewable energy sector in matters related to Pump Storage projects- Feasibility studies, related policy & regulatory analysis, due diligence, technology assessment, capacity building and project implementation support for at least 3 projects of minimum value of INR 30 lakh each s or 2 projects of minimum value of INR 45 lakhs each	<p>Any of the supporting documents like Work Order/Letter of Award (LoA)/ Contract Agreement/ Completion Certificate for each assignment mentioning the nature of the work and the period during which the work was undertaken.</p> <p>In case of the non-availability of the work completion certificate, the final payment receipt with the copy of the invoice raised, shall be submitted.</p> <p>The above documents are to be submitted as enclosures in the attached format as per FORMAT-F/09.</p>
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** Consortium partners cannot submit multiple bids with different lead firms. Exclusivity shall be maintained.

SECTION-V

DURATION OF ASSIGNMENT, SCOPE OF SERVICES, DELIVERABLES AND PAYMENT SCHEDULE

5.1 Duration of Services:

The tenure of the assignment/contract would be for a period of Thirty months from the date of signing of the contract which may be further extended if deemed necessary

5.2 Scope of Services:

The scope of work under this bid specification is for the assessment of potential sites, evaluate the economics of PSP development in Odisha for alternate business models and Feasibility preparation for Pumped Storage Hydro Projects (PSP) in Odisha.

The Consultant shall explore the potential sites for setting up the PSP, evaluate the economics of PSP development in Odisha for alternate business models and prepare a 'Preliminary Assessment Report/Pre-Feasibility Report'. The assessment process will also include the list of sites prepared by independent agencies on behalf of GRIDCO.

The assessment process must prioritize the existing reservoirs and avoid the construction of new Reservoirs. The 'Preliminary Assessment Report/Pre-Feasibility Report' must contain all essential details, which should support in deciding on further screening of FSR.

GRIDCO intends to appoint a consultant to support the following activities:

5.1.1 The consultant shall visit the site and carry out the reconnaissance survey covering various aspects viz Topography, Geology and other requisite studies.

5.1.2. The consultant shall study various alternatives to locate the Upper Reservoir, Lower Reservoir, Intake arrangements and all other components of the project for finalization of the concept and Project Layout.

5.1.3. The consultant shall prepare techno-economically viable Pre-Feasibility Reports & Feasibility Reports.

5.1.4. PFR & FRS are to be prepared as per the latest guidelines of the Central Electricity Authority and EAC of MoEF &CC.

5.1.5. GRIDCO will shortlist sites out of the comparison matrix and propose final sites for the preparation of a detailed Feasibility Study.

5.1.6. Consultant shall not disclose the project details to any other party at any stage.

Shortlisting of Sites to Prepare Pre-Feasibility Report

The assessment shall include, at least, the following aspects:

- a) GRIDCO will provide a list of potential sites in Odisha.
- b) The appointed Consultant will screen/validate the sites & select **10** nos suitable potential sites to prepare a Pre-Feasibility Report.
- c) Collecting all necessary data for carrying out a topographical survey (contour map derived from high-resolution satellite imagery) to the extent required for feasibility study.
- d) Determination of location and capacity of lower and upper reservoirs.
- e) Hydraulic studies of project components and head loss computation.
- f) Power Potential & Optimization study
- g) Simulation study of proposed reservoirs.
- h) Preliminary Hydraulic Transient analysis
- i) Assessment of land requirement and its classification for the Project facilities, Infrastructure facilities, dumping yard etc.
- j) Determination of capacity and fixation of size & number of units, type of pumps/turbine etc.
- k) Preparation of Electro-Mechanical equipment plan and layout along with salient features of main equipment.
- l) Power evacuation plan along with details of the nearest grid substation for connectivity based on the capacity of the PSP.
- m) Preparation of cost estimate
- n) Financial analysis for Tariff calculations
- o) Cost-benefit analysis
- p) Preparation of Drawings
- q) Findings and recommendations**

The PFR prepared by the consultant should be bankable enough to form the basis for further preparation of the Feasibility Report and shall be useful for applying the TOR for MOEF & CC environment cases.

On approval of PFR, the consultant will proceed with detailed Feasibility Report preparation subject to GRIDCO's go-ahead. The list of potential sites identified and detailed in the PFR will be reviewed by a High-Level Committee, appointed by GRIDCO, and the approval for the preparation of Detailed Feasibility Reports will be granted within 15 working days of the submission of the Preliminary Assessment Report.

- r) The selected Consultant shall conduct the study to the maximum potential available in the reservoir for the development of PSP of 300-500 MW . The proposed project site shall be assessed considering the useful life of the project as applicable.
- s) GRIDCO and the selected Consultant will discuss the assessment results of PFR and select 3 nos Potential site form PFR (maximum limiting to 500 MW, which may be extended to another 1500 MW at the discretion of GRIDCO), for conducting the detailed feasibility studies.
- t) GRIDCO will reserve the right to select the reservoirs for conducting the detailed feasibility studies. In case GRIDCO decides to select more sites for the detailed feasibility studies, the same shall be discussed with the selected Consultant and appropriate contract and price variations shall be discussed and agreed.
- u) Consultant to submit an intermediate report that will include a comparison matrix for the potential PSP sites with parameters as enclosed in **Annexure-A** such as Gross head, power evacuation options, length of water circuit system, Dam/Reservoir parameters, Major crossings, Ecological sensitivity level, water availability, Wildlife reserve, seismic relevance, PFR approval risk, Project execution risk, land details, access road, etc.

Data shall be captured and validated as follows during the Pre-Feasibility stage

1. Reservoir Details

- Details of Upper/Lower Reservoirs with geological (GPS) coordinates.
- Storage capacity of Reservoirs.
- Length to Height (L/H) Ratio of the Site
- Full Reservoir Level (FRL) of the Reservoir(s)
- Minimum Draw Down Level (MDDL) of the Reservoir(s)
- Gross Head available at the Site

2. Location details

- District/Tehsil/Panchayat/Village name in which the site is located.
- Status of the roads approaching the site(s).
- Geological (GPS) coordinates of existing transmission &/or distribution network and Grid Sub Station (STU/CTU) with distance from the site(s) using AutoCAD.
- Detail of Interference with Wildlife Sanctuary or National Park ESZ(s) or any other restricted Area
- Geographical Maps & Pictures of the location
- General climatic conditions of the project area and average rainfall data for the last five (5) years. Need for the project, possible options, and justification for selected option Socio-economic aspects including tribal, backward and drought area
- Approximate land required for project construction.

3. Other Details

- Minimum peaking capacity – 6 hrs. mandatory, 7 or 8 hours will be preferable.
- L / H ratio
- STU/CTU power evacuation point preferably less than 50 km away
- R&R requirement. NIL preferred,
- Details of vegetation thickness in the reservoir area.
- Total estimated potential of PSP-Hydro in MW capacity with Energy to Power ratio (i.e., MWh/MW in hrs.)
- Capacity of the reservoir required to be constructed, if any.
- Advantages/ Disadvantages of each site
- Readiness level of potential sites in a scale of 1 to 10 (1 Being the highest)

4. Commercial and Regulatory DD

The selected Consultant will also provide the following in detail, in the context of the overall assessment of all sites as well as the selected sites –

- Demand and supply assessment – energy demand outlook of state, optimization strategies to ensure least cost procurement, off-taker assessment (single entity or combination of inter and intra-state procurers), etc.
- Impact of HPO & ESO on DISCOM – PSP capacity estimation for Odisha DISCOMs
- Economic analysis– cost estimation, landed tariffs, arbitrage opportunities
- Framework development – coordination committee to monitor during the project execution stage and O&M stage. Permits and approvals required for project development
- Preparation of model documents (RFP & PPA)

The assessment by the selected Consultant shall duly consider all relevant policies and any other statutory guidelines of the Ministry of Power, Govt. of India, the Central Electricity Authority (CEA), the Ministry of Water Resources, Govt. of India and any other such agencies, as applicable.

Phase-I The Detailed Feasibility Reports shall contain as follows: -

1. Site visit, data collection, inception reports, feasibility Report:

- The consultant shall collect relevant information, documents and drawings from the concerned authorities. The consultant shall also collect or obtain various data concerning various infrastructure requirements and all other information required for the preparation of the Report.
- The consultant shall study the alternate location (different layouts) for the establishment of the Pumped Storage Hydro Power Project (PSP) and select the most economical location. The consultant shall also study the possibilities for the establishment of a surface power house and the

economics of installing variable/adjustable speed units before the finalization of the layout. The feasibility report shall be submitted with all these details including the installation of adjustable speed machines to enable the finalization of the layout of the scheme and type of machines to be adopted for the PSP

2. Topographical Survey:

- The Topographical Survey includes taking cross sections of the river/ stream, reservoirs data (seasonal maximum and minimum discharges, capacity, etc), grid survey for possible locations of the HRT, powerhouse, switchyard, intake channel, Tail race channel, TRT, dumping areas for muck disposal, colony, office accommodation, and all other miscellaneous structures and facilities required for power project.
- After completion of the topographical survey, a detailed report along with drawings of cross sections, River grid survey, contour map at a minimum interval of 1.0 m or below as per requirement, etc shall be submitted to GRIDCO. The consultant shall finalize the provisional layout of the project after getting approval from GRIDCO.

3. Geological Investigations & Testing by MOWR guidelines:

- Investigations by the method of drilling at all project components. The depth of drilling shall be as per MOWR guidelines.
- Geological and geotechnical investigations shall focus on rock mass characterization, Strength and deformation properties, In-situ stresses, Geological structure and features, Geo-hazards and Hydro-geologic characterization.
- Geophysical Survey: Seismic refraction and electric resistivity surveys to be conducted at the Reservoirs site and its surroundings, intake, switchyard area and at other locations needed. Permeability and Grout ability tests in

overburden and bed rock areas and other locations wherever required shall be conducted in accordance with IS code.

- The above-mentioned investigations with regard to topographical and geological investigations are only tentative and additional investigations if any have to be carried out as required by the CWC/CEA/GSI during scrutiny and approval of FR.
- After completion of the Geological Investigations, detailed report containing lithology and results of various tests conducted and remarks and recommendations of the qualified geologist shall be submitted.
- The consultant shall timely get the approval of the GRIDCO to finalize the layout of the project.

4. **Hydrology:** The following activities shall be done:

- The input data for project planning i.e., discharges, quantity, seasonal variations, etc., and possible water availability in the lower reservoir & upper reservoir shall be measured or estimated concerning the collected data. The consultant shall invariably install gauge stations on stream-based pumped schemes and collect the data for at least one year and then estimate the available water and extrapolate for the life of the project.
- Area of submergence- capacity, MWL, FRL, MDDL & DSL of reservoir for long-term operation.
- Evaporation and Sedimentation studies, water tightness and effect on adjoining areas of reservoirs.
- Silt Analysis.
- Frequency Analysis and Diversion of flow during construction.
- Preparation of Tail water rating Curves/ River rating curves. Other facilities for reservoirs shall also be discussed.

5. Power potential studies:

- Optimization of storage capacity of reservoirs, FRL and MDDL of Upper and lower reservoirs.
- Type of pump-turbines i.e., fixed speed or adjustable speed.
- Fixation of optimum capacity, size & and number of units, calculation of energy generation, calculation of pumping energy and determination of installed capacity.
- Hydraulic studies and fixation of components.
- Estimating the possibility of additional generation during Monsoon (When there is no pumping).
- Operating criteria of the project in generating and pumping modes.
- Availability of pumping energy for pumping operation over a year.
- Cycle efficiency of the scheme.
- Alternatives, if any for the establishment of Pumped storage scheme without affecting the existing structures, if any available at site.
- Deficit/Requirement of Peak Power in the regional/ National Grid and its average tariff for the past 5- 10 year and future potential of the proposed period of generation of the project.
- Availability of off-peak power in the regional/ National Grid for the pumping period for pumping back the water into the upstream reservoir and its tariff for the past 5-10 years.
- Viability of the project on the Peak and Off-peak tariffs.
- Better fit of the project in the increasing renewable energy component in the regional/national grid like using the project as an energy storage type (like a battery) for the surplus hydropower or other renewable power in the grid or through a dedicated renewable energy project, etc.,

- Effect of the plant on the generation potential of the existing generating stations during construction of the project and later.
- Optimal/Better fit of the chosen ratings of the generating units/adjustable speed units to match the ramping and coasting down curves of the hydropower generation in the grid.

6. Design of Civil Structures:

- Design of Powerhouse, Head Race Tunnel & Tail Race Tunnel, Pressure shaft/Penstocks, Surge Shafts, selection of Tunnel alignment, size, shape & velocity, rock support system, location and design of construction Audits, other access Audits, access roads and other related civil structures and recommendations.
- Design of Barrage/Weir in reservoirs to facilitate the required storage for pumping. Reservoir Area-Capacity-elevation curve, sediment volumes, flood surcharge head, free board for waves and camber.
- Design of River diversions: Diversion tunnel/coffer Reservoirs, their location, type and economic aspects.

7. Other details

- Preparation of site plans for finalization of the layout of the powerhouse and study various alternatives for powerhouse complex such as Surface/ Underground/Partial underground etc., and accordingly finalize the entire plant layout in a detailed manner;
- Design Philosophy and system description:
- Drawing of the conceptual plan for Intake structure, Penstock/intake tunnel, Power House and Tailrace;
- Additional Structural studies - Design of various components as required;
- Preparation of drawings;
- Design of Hydro-Mechanical Equipment;

- Design of E&M Equipment and layout as required for the preparation of FR;
- Transmission Planning of Power i.e., drawl of electric power required for the plant, evacuation of electric power generated by the plant along with all Communication Facilities required for regular operation of the plant, data communication through SCADA systems, etc.
- Preparation of construction equipment planning;
- Writing of various chapters of FR as per CEA norms;
- Project implementation planning and schedule;
- Project Organization and Infrastructure facilities such as approach roads during construction, power requirement, workshops, administrative and residential buildings, etc.;
- Studies and identification of site for dumping areas near the project site for dumping excavated muck;
- Estimation of quantities for civil and E&M works and Cost estimates as per CEA/CWC Norms.
- Environmental Studies: Required Studies shall be carried out as per the MOEF&CC notification dt. 14.09.2016, Land Acquisition Act, 2013, Forest Conservation Act, 1980 and other relevant statutory Acts to obtain the Environmental Clearance, Forest Clearance, TEC from CEA and other clearances from the statutory agencies to implement the project. These works include the preparation of documents for MoEF duly carrying out EIA/EPM studies, social impact assessment studies, R&R schemes, bio-diversity studies, etc.
- Obtaining forest land diversion clearance (Stage-I and II) from MoEF&CC for the proposed project including DGPS survey in forest land

8. Commercial Feasibility Analysis

The selected Consultant shall –

- Prepare the project cost capturing civil works, land & infra development, Electro-Mechanical including Transmission Line, hard cost and IDC

- Prepare details of capital expenditure for the development of the PSP project. This shall also include the determination of the indicative tariff of each project
- Prepare Financial Models to provide the financial projections; that shall cover the standard modules including capital expenditure, financing plan, operating costs and financial statements. These models shall have a Sensitivity Analysis developed to understand the impact of variations in major input parameters (such as cost, revenue, rate of interest etc.) on the output parameters/ project returns (such as IRR, Cash balance, Contingencies etc.).
- Structure Project Revenue Model considering the business plan, land area requirement & technology options, and suggestions for improving viability for successful marketing of the project etc.

Suggest the possible area i.e. technical and/or financial interventions through which the cost of the project and tariff could be minimized

5.3 Deliverables, Timelines and Payment Schedule

5.3.1 The selected Consultant shall submit the following reports as per the timeline mentioned against each.

Sl. No.	Name of the Deliverable / Report	Nos of Site	Timeline (from T where T = Date of issue of LoA)	% of Contracted Fees payable against successful sign-off of the deliverable
1	Inception Report	10	T+1 month	5%
2	Pre-Feasibility Report	10	T+4 months	20%
3	Draft Detailed Feasibility Report with technical details	3	T+12 months	20%
4	Draft Detailed Feasibility Report, incorporating Financial, Regulatory, Environmental and Social due diligence	3	T+14 months	20%
5	Final Detailed Feasibility Report	3	T+16 months	20%
6	Concurrence from CEA & CWC	3	T+18 months	5%
7	Retention for Data safeguard	3	T+30 months	10%

5.3.2 GRIDCO shall review and sign off the deliverables/reports submitted by the selected Consultant in complete shape within 15 (fifteen) working days of submission of the deliverable / report.

5.3.3 10% of the Retention amount will be paid after the support period.

5.3.4 The selected Consultant shall arrange for a presentation to the GRIDCO and / or any designated persons, following the submission of the deliverable / report. GRIDCO shall arrange the venue and any other facilities required for the presentation(s).

5.3.5 The selected Consultant shall ensure to make available such experts during such presentations who can effectively answer the queries of the participants, which may include representatives from the Government of Odisha, the Managing Director and other Directors of GRIDCO and the senior officers of the Renewable Energy Nodal Agency.

COMPARISON MATRIX FOR HYDRO PUMPED STORAGE SITES							Annexure-A				
SI No	Parameters	Site1	Site2	Site3	Site4	Site5	Site6	Site7	Site8	Site9	Site10
1	Storage Capacity (MWh)										
2	Installed Capacity (MW)										
3	Number of generation hours										
4	Net Rated Head (meters)										
5	Head (Max/Min)										
6	Regulatory Challenges										
7	Total Water Discharge (Cumecs)										
8	Hydrology										
9	Cycle Efficiency										
10	MUs/year 95% availability(Aprox figures)										
11	Upper Reservoir Capacity (MCM)										
12	Upper Dam(length/perimeter & height) meters										
13	Lower Reservoir Capacity (MCM)										
14	Lower Dam (length/perimeter & height) in Mtrs										
15	Water Conductor System (length in meters)										
16	L/H ratio										
17	Surge Shaft										
18	Power House (excl. service bay)										
19	Access road										
20	Power Evacuation Options										
21	Land Details (Wild Life Sanctuary, Forest, R&R, Temples etc)										
22	Estimated project cost										
23	Misc issues (if any)										
24	Consultant Ranking										
25	Community Impact										
26	Environmental Impact										
27	Location										
28	Water Source										

SECTION-VI
EVALUATION OF BID

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

6.2 For the selection of qualified and competent consultant for the defined scope of work, GRIDCO shall constitute a Selection committee.

6.3 The evaluation of the Techno-commercial Proposals shall be done based on qualifying requirements as set out in the eligibility criteria in **Section IV**. In the next stage, the price proposal of the techno-commercially qualified Consultant will be evaluated. For the final evaluation, the weight of the Techno-commercial Proposal is set to 65% and that of the Price proposal to 35%.

6.4 Method of Evaluating Techno-Commercial Bids:

6.4.1 The Selection Committee shall score the Technical Bid as per the evaluation criteria specified below:

Sl.	Parameter	Scoring criteria	Scoring
1	The Consultant must have experience in the Renewable energy sector in matters related pumped storage projects or hydroelectric - feasibility studies, regulatory analysis,	Number of completed/ ongoing assignments Minimum Value of an assignment should be Rs.30 lakhs and above for consideration.	Maximum marks – 30 Maximum marks shall be provided to the Consultant furnishing maximum eligible credentials of completed/ ongoing assignments, subject to a maximum of 5 (Five) eligible projects.

	<p>due diligence, technology assessment, capacity building and project implementation support</p> <p>Global credentials are allowed.</p>		<p>The score of other Consultants shall be in ratio to the number of eligible assignments furnished by them as compared to the Consultant with the maximum eligible assignments.</p> <p>For example, if a consultant has presented 5 eligible assignments, which is the maximum among all Consultant and another Consultant has presented 3 such assignments, then the marks given to the above two Consultant are as follows:</p> <p>Consultant 1 – 30 marks</p> <p>Consultant 2 – 18 marks $((30/5) * 3)$</p>
2	<p>Consultant’s Indian / international experience of working in Renewable Energy (RE) Sector with any</p>	<p>Any assignment related to the development of RE projects, business model assessment, capacity building, financial</p>	<p>Maximum marks – 20</p> <ul style="list-style-type: none"> • 2 mark per each eligible assignment related to Renewable Energy - policy implementation, project development, project

	<p>State Govt./ State PSUs/ Central Govt./ Central PSUs / Regulatory Commission / private organizations / international organizations / IDAs</p>	<p>modeling of RE Projects, RE potential assessment study, and any other assignment related to renewable energy and new energy technology shall be given preference. Minimum Value of an assignment should be Rs.30 lakhs and above for consideration.</p>	<p>facilitation, promotion of investment, financial modeling, bid process management, etc.</p> <ul style="list-style-type: none"> • Eligibility of an assignment for securing marks for RE will be decided at the discretion of GRIDCO after analyzing the nature & scope of the assignment. Assignments with negligible/partial presence of RE will be excluded.
3	<p>Key Experts</p>	<p>a) Team Leader – 6 marks b)PSP Turbine Expert/Electromechanical expert – 3 marks c) Geologist - 3marks d)Regulatory Expert: – 3 marks e) Civil Expert– 3 marks f) Hydrology/ Hydraulics Expert – 3 marks g) Transmission Expert – 3 marks</p>	<p>Maximum marks – 30</p> <p>The scoring mark will be decided at the discretion of the Committee of experts nominated by GRIDCO after analyzing the CVs of experts</p>

		<p>h) Environmental and Social Assessment Expert: – 3 marks</p> <p>l) Geology– 3 marks</p>	
4	<p>Presentation</p> <ul style="list-style-type: none"> • Organization strength and proposed work plan – 10 marks • Techno-commercial understanding of the RE sector and Odisha RE-related issues – 10 marks <p>Note: A draft presentation to be submitted as part of the Technical Proposal.</p>	<p>Consultant shall give a detailed presentation covering:</p> <p>Approach & Methodology, understanding of issues in Odisha RE sector, framework for RE project development, investment promotion, bid process management, understanding of the state-specific context, work plan, etc.</p>	<p>Maximum marks – 20</p> <p>The scoring mark will be decided at the discretion of the Committee of experts nominated by GRIDCO.</p>

Note to Point 7.4.1: All assignments provided for evaluation must be in energy sector emphasizing on renewable energy and new energy technology, and should include PSP projects.

6.4.2 As a part of the technical evaluation, the Consultant shall be asked to present on their bids submitted, to GRIDCO. The date and time for the same shall be intimated to the Consultant in due course of time.

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

6.4.4 The minimum techno-commercial score (T) for qualification and eligibility for considering Price proposal is 70 marks.

6.5 Method of Evaluating Financial Bids:

6.5.1 Consultant shall quote the total price for the assignment.

6.5.2 The quoted total price shall be exclusive of applicable GST.

6.5.3 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.

6.6 Overall Evaluation:

Financial Score of Firm (Sf) = $35 \times (LP / (QP))$

Where,

LP = Lowest quoted total annual price,

QP = Quoted total price of the firm

The total score (S) shall be, $S = St + Sf$.

Where, S = Total Score St = Score on Techno-Commercial Proposal Sf = 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 Consultant at their quoted price.

GRIDCO's decisions with respect to the QCBS evaluation and the results shall be final and binding on the Consultant participating.

SECTION-VII

7 Qualification and Experience of Key Professionals

Sl. No	Criteria
1	Team Leader: Master's in Engineering with a minimum of 25 years experience in hydroelectric projects or Pump Storage projects, with at least 1 project reaching the execution stage.
2	PSP Turbine Expert/Electromechanical expert Master's in Engineering with a minimum of 15 years experience in hydroelectric projects or Pump Storage projects with at least 1 project reaching the execution stage.
3	Geologist Master's in Geology or Applied Geology or Engineering Geology with a minimum 15 years of experience.
4	Regulatory Expert: Master's degree in business, economics or energy-related with at least 10 years experience in dealing with regulatory issues for utility-scale renewable energy projects especially solar and or pumped hydro or hydro
5	Civil Expert Min. Bachelor in Civil Engineering degree or equivalent. He/She shall have at least 10 years experience in hydro or pumped storage projects
6	Hydrology/ Hydraulics Expert: A relevant degree in Water resource engineering or a relevant hydrography course from an accredited hydrography institute (such as the National

	Institute of Hydrography) with at least 8 years of experience in the Hydro sector.
7	<p>Transmission Expert:</p> <p>A relevant degree in engineering with at least 15 years of experience in transmission sector. Experience dealing with CTU and STU agencies with knowledge on evacuation infrastructure development, associated techno-commercial and regulatory issues</p>
8	<p>Environmental and Social Assessment Expert:</p> <p>At least a Masters Degree in Social Science / Social Studies / Social Welfare Studies / Environmental Engineering / Environmental Science / Sustainability Studies OR a Bachelor’s Degree in any discipline with post-graduate degree / diploma in Social Science / Social Studies / Social Welfare Studies / Environmental Engineering / Environmental Science / Sustainability Studies, and at least, 7years of experience in environmental and social assessments for infrastructure sectors</p>
9	<p>Geology</p> <p>He/She shall be a graduate in Geology or equivalent. He shall have at least 10 years’ experience in hydro projects preceding the proposal due date.</p>

SECTION-VIII

GENERAL CONDITIONS OF CONTRACT (GCC)

01	Contract Documents	1.1	Subject to the order of precedence outlined in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract document covers, RfP document, Consultant offer, letter of award, and correspondence between GRIDCO and the consultant.
02	Definition	2.1	“ASSIGNMENT” shall mean the consultancy assignment for the Appointment of a Consultant to provide consultancy services to support the development of Pump Storage Project (PSP) in Odisha
		2.2	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.3	“Consultant” shall mean the Consultant firms participating in the bid floated by GRIDCO for the Appointment of a Consultant to provide consultancy services to support the development of Pumped Storage Hydro Projects (PSP) in Odisha and shall include his heirs, legal representatives, successors and permitted assigns.
		2.4	“Consulting firm/Consultant” shall mean the person who shall be selected and appointed through the tender process and shall include such successful Consultant’ legal representatives, successors and permitted assigns.
		2.5	“Contract” 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 Consultant, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by GRIDCO.

		2.6	“Contract Period” shall be Thirty months from the date of signing of the contract and which may be further extended, if deemed necessary
		2.7	“Effective Date of the Contract” shall mean the date of acceptance of LOA.
		2.8	‘GRIDCO/Owner’ shall mean GRIDCO LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
		2.9	“LOA” 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	“Month” shall mean the calendar month and “Day” shall mean the calendar day.
		2.11	“Nodal Agency” shall mean GRIDCO Ltd., JANPATH, BHUBANESWAR
		2.12	“Nodal Person” shall mean DGM(HRD), GRIDCO Ltd.
		2.13	“Other Terms & Expression” 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	“Person” shall mean and include firms, companies, corporations and associations, Joint Ventures/ Consortium or bodies of individuals, whether incorporated or not.
		2.15	“RE Policy” 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	<p>“RfP” 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.</p>
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 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 the 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 Clauses-28 and 29 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 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 of Contract	10.1	This Contract shall come into force and effect on the date of GRIDCO's Letter of Award of consultancy assignment
11.	Authorized Representatives	11.1	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: a) on behalf of GRIDCO byor his designated representative. b) on behalf of the Consultant by or his designated representative.
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 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	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: a. For GRIDCO: Attention: Chief Project Manager (RE) Postal Address:

			<p>GRIDCO Ltd</p> <p>Regd. Office, Janpath</p> <p>Bhoinagar, Bhubaneswar – 751022,</p> <p>Odisha</p> <p>Phone: +91 6372556511</p> <p>Email: renodalagency@gridco.co.in</p> <p>b. For the Consultant:</p> <p>Attention:</p> <p>Postal Address:</p> <p>Phone:</p> <p>Email:</p>
		13.3	<p>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.</p>
		13.4	<p>A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.</p>
14.	Governing Law	14.1	<p>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.</p>
15.	Settlement of Disputes	15.1	<p>GRIDCO and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.</p>
		15.2	<p>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 MD, GRIDCO who</p>

			shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by MD, GRIDCO, the same shall be governed by the provisions of arbitration and conciliation Act 1996.
16.	Commence ment 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 Scope of Services specified in the Section- V . 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 of Scope of Services .
18.	Consultant 's Responsibilities	18.1	The Consultant shall provide the services mentioned in the Scope of Services shall be as per Section-V .
		18.2	The Consultant shall arrange one WorkStation 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 the 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 therefrom, 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 Section-VI (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 payment shall be made to GRIDCO in writing, accompanied by Tax Invoices describing the Services provided, accompanied by the documents evidencing submission and acceptance of deliverables specified in Section V . The Consultant shall submit the Tax Invoices in triplicate to GRIDCO.
		21.3	Payments shall be made promptly by GRIDCO after submission of an invoice along with supporting documents, subject to GRIDCO's acceptance. But if the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld.

		21.4	<p>Payment shall be made by GRIDCO as per the price of the Letter of Award.</p> <p>GRIDCO may deduct such amounts from the Invoice, which are to be recovered as per the GCC.</p>
		21.5	<p>In case the contract is awarded to Joint Venture/Consortium, all payments shall be made directly to the lead partner.</p>
22.	Taxes and Duties	22.1	<p>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.</p>
		22.2	<p>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.</p>
		22.3	<p>GRIDCO shall deduct TDS at the appropriate rate as per the existing law.</p>
23.	Performance Security	23.1	<ul style="list-style-type: none"> •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 the 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. •In case the Contract is awarded to a Joint Venture/Consortium, the Bank Guarantee(s) towards Contract Performance Bank Guarantee shall be issued by the Bank containing the names of all Joint Venture/Consortium Partners. These Bank Guarantee(s) may be issued by the Lead Partner on behalf of Joint Venture/Consortium agreement
		23.2	<p>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</p>

			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"> (a) now or hereafter enters the public domain through no fault of that party; (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 (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
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 Clause-27 , 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 that 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-consultant 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 GRIDCO about the occurrence, continuation, period, or extent of Force Majeure shall be final and binding on the Consultant.
		28.8	The contract period, under 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, has become unable to perform a material portion of the Services, the Parties shall consult with each other to agree on appropriate measures to be taken in the circumstances.
29.	Suspension	29.1	GRIDCO may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails 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 Consultant to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.
30.	Termination	30.1	Termination of Contract for Failure to Become Effective;

			<p>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.</p>
		30.2	<p>Termination for Default:</p> <ul style="list-style-type: none"> i. GRIDCO may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant terminate the Contract in whole or in part: ii. if the Consultant fails to provide acceptable quality of Services as per Scope of Services (Section V) 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 GRIDCO in its absolute discretion decides) provided in a notice in this behalf from GRIDCO. iv. If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-15 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. <p>(a) In the event GRIDCO terminates the Contract in whole or in part, pursuant to GCC Clause30, 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 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>GRIDCO may at any time terminate the Contract by giving Notice to the Consultant if the Consultant becomes bankrupt</p>

			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 GRIDCO.
		30.4	<p>Termination for Convenience:</p> <p>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 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 authority of GRIDCO ("Exit Plan")</p> <p>(b) The equivalent authority of GRIDCO along with the designated team will review the Exit plan. If approved, the Supplier shall start working on the same immediately. If the plan is rejected, the Consultant shall prepare an alternate plan within two calendar days. If the second plan is also rejected, or equivalent authority will provide a plan for the Consultant and it should be adhered by in totality.</p>
		30.6	The Consultant and authority of GRIDCO will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
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</p>

			<p>the date of termination or expiration,</p> <p>b) The obligation of confidentiality outlined 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 under Clause-30 hereof, the Consultant 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 Clause-30 hereof, GRIDCO shall make the following payments to the Consultant:</p> <p>a) Consultancy Fee for Services satisfactorily performed before the effective date of termination; after adjustment of the dues to GRIDCO.</p> <p>b) Except in the case of termination pursuant to failure to perform, insolvency of the Consultant, deliberate false submission by the Consultant or 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	<p>The Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.</p>
35.	Disclaimer	35.1	<p>GRIDCO reserves the right to share, with any consultant of its choice, any resultant Proposals, in order to secure expert opinion.</p>
		35.2	<p>GRIDCO reserves the right to accept or reject any proposal deemed to be in its best interest.</p>
36.	Public Disclosure	36.1	<p>All services/deliverables provided to GRIDCO by the Consultant are subject to Country and Odisha public</p>

			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 from time to time.
		37.2	The Consultant shall take all measures necessary or proper to ensure due diligence to protect the personnel, work and facilities and shall observe all reasonable rules and instructions. The consultant's Team shall adhere to all security requirements/regulations of GRIDCO during the execution of the work. GRIDCO's employees 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. The coverage of insurance shall be the sole responsibility of the consultant & GRIDCO shall have no liability in any manner.
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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GRIDCO. The Consultant 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 Consultant shall submit the bid in Electronic Mode only i.e., with the tender website www.tenderwizard.com/GRIDCO. The Consultant must ensure that the bids are received in the specified tender website of 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 GRIDCO.

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

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

II. Consultant 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 Consultant 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 Consultant 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 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, Consultant will have to follow below mentioned steps.

- Click “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, Consultant 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 Consultant 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

RFP- PART-2 -Section- IX
Details of Bidding Forms and Enclosures

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

To,
Chief Project Manager
RE Nodal Agency, GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022,
Odisha

Dear Sir,

Sub: Appointment of Consultancy Firm to support the development of Pumped Storage Hydro Projects (PSP) in Odisha.

I, _____, M/s _____ herewith enclose the proposal for consultancy services to support the development of the Pump Storage Project (PSP) in Odisha 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 is acceptable to us and we have not taken any deviation from 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 the RfP document unconditionally.

Signature of Authorized Signatory:

Full Name:

Designation:

Witnesses:

Name:

Designation:

Signature

FORM F/02

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 CONSULTANTS' 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 the 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 Consultant 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 Consultant.

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 Consultant.

No Blacklisting Certificate

(To be submitted on Firm's Letterhead)

I, _____, M/s _____ hereby certify that I/we are not presently banned /de-listed/blacklisted/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 Section-IV 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 Consultant 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:2020-21	FY:2021-22	FY:2022-23
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 the last three applicable financial years have to be provided as proof of company turnover (Consolidated) from the consultancy business.
2. The above statement shall be duly certified by the Chartered Accountant firm as proof of 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:2020-21	FY:2021-22	FY:2022-23
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 – Technical Requirement

The Consultant's relevant past experience meets eligibility criteria under Section IV.11 and Bid evaluation criteria under Section VII-7.4.1.1

Consultant 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)

CV Format

[Name]

1. **Proposed position:** [Name of the Position]
2. **Name of firm:** [Name of the Firm where employed or with whom associated with]
3. **Date of Birth:** [in DD MONTH YYYY format]
4. **Nationality:** Indian
5. **Education:**

School, college and/ or University Attended	Degree/certificate or other specialized education obtained	Year

6. **Membership in Professional Societies:** [Mention, if any. Else, write "Not Applicable.]"
7. **Other Training:** [Mention, if any. Else, write "Not Applicable.]"
8. **Countries of Work Experience:** [Mention, if any. Else, write "Not Applicable.]"
9. **Languages:**

Languages	Speaking	Reading	Writing

10. **Employment Record:** [Write chronologically, with most recent experience on the top.]

From	To	Name Employer	Title of Position held

11. Reference to Prior Work/Assignments that Best Illustrate Capability to Handle the Assigned Tasks	
	Name of assignment or project: [] Year: [] (If the multi-year project, add in format YYYY-YYYY) Location: [Location from where the project was delivered/executed.] Client: [Name of the client] Main project features: Project objectives and desirable outcomes. Position held: [Role/designation in the project] Activities performed: First-person narration of key tasks performed and key achievements
	[ADD MULTIPLE ROWS FOR MULTIPLE PROJECTS]

12. Key tasks handled: [Summary of responsibilities handled and tasks performed; highlight key projects worked on and key outcomes achieved, if any.]

13.

14. Any Special Achievement:

15. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal if engaged.

Signature of the staff member:

Full Name: [Name]

Date: [Date] [Month] [Year]

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

To,
Chief Project Manager
RE Nodal Agency, GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022,
Odisha

Dear Sir,

Sub: Appointment of a Consultancy Firm to support the development of Pumped Storage Hydro Projects (PSP) in Odisha

Reference No. _____

I, _____, M/s _____ herewith enclose a Price Proposal against the subject RfP for the **appointment of a Consultancy Firm to support the development of Pump Storage Project (PSP) in Odisha.**

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)

Name of bid					Appointment of a Consultant to assist in the development of Pumped Storage Hydro Projects (PSP) in the state of Odisha		
E-Tender reference							
Name of Consultant							
Address of Consultant for communication with email ID							
Name and address of the person who is authorized to sign the bid document and commit on behalf of the Consultant with email ID							
Details of EMD							
Sl No	Project Name	Nos of Site	Unit Price (excluding GST) in (Rs)	Lumpsum Cost excluding GST	GST @18%	Total Cost including GST Rs (in figures)	Total Cost including GST Rs (in Words)
A	Preparation of Pre-Feasibility report (PFR) for Pumped Storage Project as per Scope of Services	10					
B	Preparation of Detailed Feasibility Report (FR) for Pumped Storage Project as per Scope of Services	3					
Total							
Seal and signature of consultant							

Note:

- i. 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.
- ii. The total price should include overhead/out-of-pocket expenses, travel, boarding, lodging, visits, etc.
- iii. 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 Consultant.
- iv. If any mismatch happens in the unit price with lump sum price, then unit rate will prevail.
- v. If any mismatch happens in figure and words, the word amount will prevail.

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 **the development of Pump Storage Project (PSP) in Odisha** 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 Consultant and notwithstanding any security or other guarantee GRIDCO may have in relation to the Consultant'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 the 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 _____**

FORMAT OF THE BANK GUARANTEE FOR EMD

(To be on Non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of (Insert name of the Bidder) submitting the Bid inter alia for power purchase period during the period {Insert Period}, in response to Tender (Ref no-----) issued by GRIDCO Ltd. and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder is required to deposit EMD/ CPG as per terms of Tender, having agreed for submission of an irrevocable bank guarantee for Rupees Figures----- [Rupees words----- Only], towards security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} (“Guarantor Bank”)

Address :- BHUBANESWAR Branch

BANK GURANTEE NO: { }

DATE: { Date of creation }

Amount: { }

We {Name & Address of Bank (here in after referred to as “Guarantor Bank”) hereby agree unequivocally, irrevocably and unconditionally to pay GRIDCO Ltd. an amount not exceeding Rupees {figures--- }/- [Rupees { words-----}] on demand by the GRIDCO Ltd. .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from GRIDCO Ltd. or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rupees {figures --- } - [Rupees {words ----- }]

The Guarantor Bank do hereby expressly agree that it shall not require any proof in addition to the written demand from GRIDCO Ltd. or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to GRIDCO Ltd. or its authorized representative.

We, the said bank further undertake to pay to GRIDCO Ltd. any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect until **{One month after expiry of the transaction}**. GRIDCO Ltd. shall be entitled to invoke this Guarantee until {the date in the preceding sentence}.

The Guarantor Bank further agree that GRIDCO Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at BHUBANESWAR shall have exclusive jurisdiction.

The Guarantor Bank represent that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, GRIDCO Ltd. or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by GRIDCO Ltd. or its authorized representative or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that GRIDCO Ltd. shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of GRIDCO Ltd. as mentioned in the written demand from GRIDCO Ltd.

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of GRIDCO Ltd. in writing.

Notwithstanding anything contained herein,

(i) Our liability under this guarantee shall not exceed Rupees {figures----} [Rupees words-----]

(ii) This bank guarantee shall be valid up to **{One month after expiry of the transaction}**. GRIDCO Ltd. shall be entitled to invoke this Guarantee until {the date in the preceding sentence}.

(iii) We are liable to pay the guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, {Name and Address of Bank BHUBANESWAR Branch} within the validity period of this Bank Guarantee. After which the bank shall be discharged from all the liabilities.

Dated :

Place : BHUBANESWAR

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(On Non-Judicial Stamp Paper of Appropriate Value to be purchased in the Name of Joint Venture/Consortium)

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEEN AND FOR BID SPECIFICATION NO.....OF (GRIDCO)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT executed on thisday ofTwo thousand andbetween M/s..... a company incorporated under the laws of and having its Registered Office at..... (hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Other Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Tender Specification No.:..... for Appointment of Consultant to provide consultancy services to support the development of PSP in Odisha of GRIDCO, a Govt of Odisha Undertaking, having its Registered Office at GRIDCO Office, Janapath, Bhubaneswar (hereinafter called the "GRIDCO").

WHEREAS GRIDCO invited bids as per the above mentioned SPECIFICATION NO..... AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB), forming part of the bidding documents, stipulates that a Joint Venture/Consortium of two qualified firms as partners, meeting the requirement for the bid as applicable may bid, provided the Joint Venture/Consortium fulfills all other requirements jointly and in such a case, the BID shall be signed by the Lead partners legally bind both the Partners of the Joint Venture/Consortium, who will be jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the contract performance guarantee will be submitted separately as per the format enclosed with the bidding document without any restriction of liability for either party. AND WHEREAS the bid has been submitted to GRIDCO vide Bid Proposal Nodated ...by Lead Partner based on the Joint Venture/Consortium agreement between the Partners under these presents and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has been signed by the partners.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by GRIDCO to the Joint Venture/Consortium partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that M/s..... shall act as Lead Partner and

further declare and confirm that we shall jointly and severally be bound unto GRIDCO for the successful performance of the Contract and shall be fully responsible for execution of the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if GRIDCO suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of services in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to GRIDCO, on its demand without any demur. It shall not be necessary or obligatory for GRIDCO to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.

4. The financial liability of the Partners of this Joint Venture/Consortium agreement to GRIDCO, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture/Consortium agreement.

5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.

- a. the sharing of responsibilities and obligation.
- b. Extent of participation of each party in the Joint Venture/Consortium.
- c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
- d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
- e. Working Capital arrangement of Joint Venture/Consortium.
- f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. The GRIDCO derives right for any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
- g. Management Structure of Joint Venture/Consortium with details.
- h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
- i. the Profit Sharing Ratio of the partners of the Joint Venture/Consortium.

6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of GRIDCO in the forms acceptable to GRIDCO for value of 10% of the Contract Price in the profit sharing ratio of our share in the Joint Venture/Consortium Agreement.

8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till GRIDCO discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal.....of For Lead Partner has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature.....

Name.....

Designation.....

Signature

Name

Designation

(Common Seal of the company)

2. Common Seal.....of For Other Partner has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized representative)

Signature.....

Name.....

Designation.....

Signature

Name

Designation

(Common Seal of the company)

WITNESS

1. Signature:

Name:

Official Address:

2. Signature:

Name:

Official Address:

ANNEXURE-5

PROFORMA OF POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM

(On Non –Judicial Stamp Paper of Appropriate value to be Purchased in the Name of JOINT VENTURE/CONSORTIUM)

POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Joint Venture/Consortium Partners whose details are given hereunder.....have formed a Joint Venture/Consortium under the laws of Intra India and having our Registered Office (s) / Head Office (s) at(each hereinafter called the ‘Joint Venture/Consortium’ partly which expression shall unless repugnant to the context or meaning thereof, include its respective successors, administrators and assign(s) and now acting through M/s.....being the lead Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of India and having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorised Representative” or “lead Partner in Charge”) to exercise all or any of the powers for and on behalf of the Joint Venture/Consortium in regard to specification No.....GRIDCO LIMITED (hereinafter called the “GRIDCO”) and the bids for which have been invited by GRIDCO, to undertake the following acts

1. To submit proposal and participate in the aforesaid Bid – Specification of GRIDCO on behalf of the “Joint Venture/Consortium”.
2. To negotiate with GRIDCO the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with GRIDCO for and on behalf of the “Joint Venture/Consortium”.
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the “Joint Venture/ Consortium”.
5. To receive payment on behalf of the Joint Venture/Consortium.
6. To submit Bank Guarantee on behalf of the Joint Venture/Consortium.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Latent Defect Period in terms of the contract.

The Joint Venture/Consortium partners hereby agree and undertake to ratify and

confirm all the actions whatsoever the said Attorney/ Authorised Representative / Partner in-charge takes.

It is proposed on behalf of the Joint Venture/Consortium by virtue of this Power of Attorney and the same shall bind the Joint Venture/Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture/Consortium as aforesaid have executed these presents on thisday ofunder the Common Seal (s) of their Companies.

for and on behalf of
the Partners of Joint Venture/Consortium

.....

The Common Seal of the above Partners of the Joint Venture/Consortium:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1.0 Signature

Name

Designation.....

Occupation.....

2.0 Signature

Name

Designation.....

Occupation.....