

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 Floating Solar PV Plants in Odisha

I, _____, M/s _____ herewith enclose the proposal for consultancy services to support the development of Floating Solar PV Plants 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 are acceptable to us and we have not taken any deviation to these clauses.

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

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the above clauses at Sl.No. (a) through (f) found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to GRIDCO.

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

Signature of Authorized Signatory:

Full Name:

Designation:

Witnesses:

Name:

Designation:

Signature

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

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

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

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

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

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

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

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

For [Name of the Executant]

By

(Name of Officer)

Title

WITNESSES

1.

2.

Notes:

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

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

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

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

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

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

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

Signature of Authorized Signatory:

Full Name:

Designation:

Undertaking
(To be submitted on Firm's Letterhead)

I, _____, M/s _____ hereby certify that I/ we have neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during last 05 (five) years.

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

Signature of Authorized Signatory:

Full Name:

Designation:

Company's Financial Information

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

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

Company's Net-worth Information

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

	FY: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 (FSPV)

The Bidder’s relevant past experience meeting eligibility criteria under Section IV.11 and Bid evaluation criteria under Section VI-6.4.1.1

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

Name of Assignment	Name of Client Organization with contact details(Mobile no & email Id)	Duration	Start and End Date of Assignment	Value of Services (Rs. Lakhs)	Relevant Proof Submitted (Y/N)

PROOF OF EXPERIENCE – Technical Requirement (Other RE)

The Bidder's relevant past experience meeting eligibility criteria under Section IV.11 and Bid evaluation criteria under Section VI-6.4.1.2

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

Name of Assignment	Name of Client Organization with contact details(Mobile no & email Id)	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 Illustrates Capability to Handle the Assigned Tasks	
	Name of assignment or project: [] Year: [] (If multi-year project, add in format YYYY-YYYY)

Location: [Location from where 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
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[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. 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,
Deputy General Manager (HRD)
GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022,
Odisha

Dear Sir,

Sub: Appointment of Consultancy Firm to support the development of Floating Solar PV Plants in Odisha

Reference No. _____

I, _____, M/s _____ herewith enclose Price Proposal against the subject RfP for **appointment of Consultancy Firm to support the development of Floating Solar PV Plants 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) For Package-1

Name of bid					Appointment of Consultant to assist GRIDCO on development of Floating Solar PV Plants in the state of Odisha by providing consultancy services for preliminary assessment and Preparation of feasibility report comprising techno-commercial, regulatory, financial & socio-environmental studies		
E-Tender reference							
Name of bidder							
Address of bidder for communication with email ID							
Name and address of person who is authorized to sign bid document and commit on behalf of the bidder with email ID							
Details of EMD							
SI No	Project Name	Nos of Site	Unit Price in (Rs)	Lumpsum Cost excluding GST	GST @18%	Total Cost including GST Rs (in figures)	Total Cost including GST Rs (in Words)
A	Preliminary assessment of 26 nos reservoirs/Dams for shortlisting	26					
B	Preparation of feasibility report comprising techno-commercial, regulatory, financial & socio-environmental studies of minimum 2 to 3 reservoirs of minimum 300 MW to 750 MW capacity	3					
Total							
Seal and signature of bidder							

Price Proposal (Cost of Services) For Package-2

Name of bid					Appointment of Consultant to assist GRIDCO on development of Floating Solar PV Plants in the state of Odisha by providing consultancy services for preliminary assessment and Preparation of feasibility report comprising techno-commercial, regulatory, financial & socio-environmental studies		
E-Tender reference							
Name of bidder							
Address of bidder for communication with email ID							
Name and address of person who is authorized to sign bid document and commit on behalf of the bidder with email ID							
Details of EMD							
SI No	Project Name	Nos of Site	Unit Price in (Rs)	Lumpsum Cost excluding GST	GST @18%	Total Cost including GST Rs (in figures)	Total Cost including GST Rs (in Words)
A	Preliminary assessment of 25 nos reservoirs/Dams for shortlisting	25					
B	Preparation of feasibility report comprising techno-commercial, regulatory, financial & socio-environmental studies of minimum 2 to 3 reservoirs of minimum 300 MW to 750 MW capacity	3					
Total							
Seal and signature of bidder							

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 bidder.
- iv. If any mismatch happens in unit price with lump sum price then unit rate will prevail.
- v. If any mismatch happens in figure and words, the figure amount will prevail.

SECTION-X

ANNEXURE- 1

Contract Form

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:

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

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

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

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

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

Signed by _____ (Authorized official of the GRIDCO)

Signed by _____ (for the Consultant)

ANNEXURE- 2

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

Date:
Contract Name and No.:
To:

_____ **WHEREAS** _____
(hereinafter "the Consultant") has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment for **the development of Floating Solar PV Plants 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 Bidder and notwithstanding any security or other guarantee GRIDCO may have in relation to the Bidder's liabilities.

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

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

Notwithstanding anything contained herein above.

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

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

For _____ (indicate the name of the Bank)

N.B.:

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

In the presence of

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

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

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 process against the Bidder.

The Guarantor Bank hereby agree and acknowledge 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 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 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 this
.....day 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 Floating Solar PV Plants 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 No
.....datedby 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.....	Signature
Name.....	Name
Designation.....	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.....	Signature
Name.....	Name
Designation.....	Designation

(Common Seal of the company)

WITNESS

1. Signature:
Name:
Official Address:
2. Signature:
Name:
Official Address:

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.....

List of 26 nos Medium Dams/Reservoirs (Package-1)			
Sl. No.	Name of the Dam	Name of Project	District
1	Dadaraghati	Dadaraghati Project	Anugul
2	Derjang	Derjang Project	Anugul
3	Manjore	Manjore Project	Anugul
4	Ramiala	Ramiala Project	Dhenkanal
5	Sapua (Medium)	Sapua (Medium) Project	Dhenkanal
6	Harabhangi	Harabhangi Project	Gajapati
7	Baghalati	Baghalati Project	Ganjam
8	Baghua	Baghua Project	Ganjam
9	Bhanjanagar	Bhanjanagar Project	Ganjam
10	Daha	Daha Project	Ganjam
11	Dhanei	Dhanei Project	Ganjam
12	Ghodahada	Ghodahada Project	Ganjam
13	Soroda	Soroda Project	Ganjam
14	Bhatrajore	Bhatrajore Project	Kalahandi
15	Ret	Ret Project	Kalahandi
16	Remal	Remal Project	Keonjhar
17	Kanjhari	Kanjhari Project	Keonjhar
18	Salia	Salia Project	Khordha
19	Bankabal	Bankabal Project	Mayurbhanj
20	Haladia	Haladia Project	Mayurbhanj
21	Jambhira	Jambhira Project	Mayurbhanj
22	Kalo	Kalo Project	Mayurbhanj
23	Khadakhai	Khadakhai Project	Mayurbhanj
24	Kukudajodi	Kukudajodi Project	Mayurbhanj
25	Nesa	Nesa Project	Mayurbhanj
26	Sunei	Sunei Project	Mayurbhanj

List of 25 nos Medium Dams/Reservoirs (Package-2)			
Sl. No.	Name of the Dam	Name of Project	District
1	Dumberbahal	Dumberbahal Project	Balangir
2	Gaikhai	Gaikhai Project	Balangir
3	Titilagarh	Titilagarh Project	Balangir
4	Upper Suktel	Upper Suktel Project	Balangir
5	Jharabandha	Jharabandha Project	Bargarh
6	Gohira	Gohira Project	Deogarh
7	Pillasalki	Pillasalki Project	kandhmal
8	Telengiri	Telengiri Project	Koraput
9	Satiguda (Malkangiri)	Satiguda (Malkangiri) Project	Malkangiri
10	Satiguda (UKP)	Satiguda (UKP) Project	Malkangiri
11	Bhaskel	Bhaskel Project	Nabarangpur
12	Budhabudhiani	Budhabudhiani Project	Nayagarh
13	Kuanria	Kuanria Project	Nayagarh
14	Lower Indra	Lower Indra Project	Nuapada
15	Saipala	Saipala Project	Nuapada
16	Upper Jonk	Upper Jonk Project	Nuapada
17	Sundar	Sundar Project	Nuapada
18	Badanallah	Badanallah Project	Rayagada
19	Hariharjore	Hariharjore Project	Subarnapur
20	Kansabahal	Kansabahal Project	Sundargarh
21	Mandira (RSP)	Mandira (RSP) Project	Sundargarh
22	Pitamahal	Pitamahal Project	Sundargarh
23	Sarafgarh	Sarafgarh Project	Sundargarh
24	Talsara	Talsara Project	Sundargarh
25	Rukura	Rukura Project	Sundergarh