



## **GRIDCO LIMITED**

Regd.Office, Janpath, Bhubaneswar -751022

### **Request for Proposal (RfP)**

**Appointment of Consultancy Firm on Retainer ship Basis  
for  
Providing Assistance in Regulatory Compliance,  
Revenue Requirement Filing, Other Regulatory Works  
and Various Operations and Functions Related to  
GRIDCO.**

**For further details, please visit the website**

**[www.gridco.co.in](http://www.gridco.co.in)**

<b>Date of Hosting of the Bid Document on website</b>	<b>25.02.2021</b>
<b>Date, Time and Place of Pre-Bid Meeting</b>	<b>10.03.2021 at 11:00 AM through VC</b>
<b>Date and Time of last Submission of Bids</b>	<b>23.03.2021, 03:00 PM</b>
<b>Opening of Bids</b>	<b>23.03.2021, 04:00 PM</b>
<b>Opening of the Price Bid</b>	<b>To be intimated</b>

**GRIDCO LIMITED**

Regd. Office, Janpath, Bhubaneswar -751022

**Notice Inviting Tender (NIT)**NIT No.: **01** Dated: **25.02.2021**

GRIDCO Limited invites bids in sealed envelopes under single stage two-part system from reputed consultant firm for appointment to provide consultancy support on retainer ship basis for Providing Assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO.

Details of the Tenders are given below:

<b>RFP Document Availability (Start/End Date)</b>	Document can be downloaded from: <a href="http://www.gridco.co.in">www.gridco.co.in</a>
	Start Date: 25.02.2021
	End Date: 23.03.2021
<b>Date, Time and Place of Pre-Bid Conference</b>	Date: 10.03.2021 Time: 11:00 AM Venue: Through VC
<b>Last Date / Time for Submission of Bids (Bid Due Date)</b>	Last Date: 23.03.2021 Time: 03:00 PM
<b>Date, Time and Venue of Technical Bid Opening</b>	Date: 23.03.2021 Time: 04:00 PM  Venue: Office of CGM (PP), GRIDCO Limited, Registered Office, Janpath, PO-Bhoinagar, Bhubaneswar-751022, Orissa.
<b>Date, Time and Venue of Financial Bid Opening</b>	Shall be intimated to the Technically Qualified Bidders at appropriate time.
<b>Bid Security</b>	Rs.5 Lakhs (Rupees Five Lakh Only) by the crossed Demand Draft in favor of GRIDCO Limited, payable at Bhubaneswar.
<b>Tender Document Fee</b>	Rs11,800/- (inclusive of 18% GST i.e. Rs. 1,800/-) by the crossed Demand Draft in favor of GRIDCO Limited, payable at Bhubaneswar.
<b>Note:</b> Bidders are requested to regularly visit official website of GRIDCO <a href="http://www.gridco.co.in">www.gridco.co.in</a> for amendment/errata/corrigendum (if any) and any other information relating to this tender.	

Sd/-  
**Chief General Manager (PP)**  
**GRIDCO Ltd.**

**ABBREVIATION & DEFINATIONS**

<b>Agreement</b>	The Agreement to be signed between the successful bidder and GRIDCO.
<b>Authorised Signatory</b>	The bidder's representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
<b>Bidder/Tendered</b>	<b>"Bidder"</b> means any Consulting Firm responding to Invitation for Bids/Request for Proposal/Notice Inviting Tender and which is participating in the Bid.
<b>Bidding/Tender Documents</b>	<b>"Bidding / Tender Documents"</b> refers to this RFP
<b>Company or Companies</b>	<b>"Company" or "Companies"</b> shall refer to a company within the meaning of the Companies Act, 1956 or Companies Act, 2013.
<b>Completion</b>	<b>"Completion"</b> means the fulfillment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
<b>Consulting Firm</b>	<b>"Consulting Firm"</b> means Advisory/Auditing Firms
<b>Contract</b>	The <b>"Contract"</b> means a legally enforceable agreement entered into between GRIDCO and the selected bidder with mutual obligations.
<b>Contract Documents</b>	<b>"Contract Documents"</b> means the documents listed in the Agreement, including any amendments thereto.
<b>Contract Price</b>	<b>"Contract Price"</b> means the price payable to the Consulting Firm as specified in the Contract, subject to such adjustments & additions thereto or deductions there from, as may be made pursuant to the Contract.
<b>Day</b>	<b>"Day"</b> means a Calendar day
<b>Deployment</b>	<b>"Deployment"</b> means posting of consultants in the premise of the purchaser for providing services as detailed in the Tender document as fulfill the contractual obligations as per the agreed contract.
<b>GoO</b>	Government of Odisha.
<b>GST</b>	Goods and Service Tax.
<b>INR</b>	Indian Rupee.
<b>ITB</b>	Instruction to Bidders.
<b>LoI</b>	<b>"Letter of Intent" or "LOI"</b> shall mean the Letter to be issued by GRIDCO to the Bidder who has been identified as the selected/successful Bidder for the award of the Contract.
<b>Month</b>	Month refers to calendar month.
<b>NIT</b>	Notice Inviting Tender.
<b>PAN</b>	Permanent Account Number.

<b>PBG</b>	Performance Bank Guarantee.
<b>Project</b>	<b>“Project”</b> refers to the <i>provision of consultancy and related services</i> .
<b>Purchaser</b>	<b>“Purchaser”</b> shall mean GRIDCO Limited.
<b>Employer/Procuring Entity/Purchaser/Tendering Authority/Buyer</b>	Person or entity that is a recipient of a works and services provided by the Selected Bidder under a purchase order or contract of sale.
<b>PSD</b>	Performance Security Deposit.
<b>QCBS</b>	<b>“QCBS”</b> refers to Quality and Cost based Selection.
<b>“Qualifying Requirement”, “Qualification Requirement” or “QR”</b>	<b>“Qualifying Requirement”</b> or <b>“QR”</b> refers to the preliminary requirements which must be satisfied by a Bidder to participate in the bidding process initiated by this RFP.
<b>Services</b>	<b>“Services”</b> means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work”.
<b>Sub-contractor</b>	<b>“Subcontractor”</b> means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
<b>State Government</b>	Government of Orissa.
<b>TIN</b>	Tax Identification Number.
<b>WO/PO</b>	Work Order/ Purchase Order.

**DISCLAIMER**

1. This RfP document is not confidential & non-transferable.
2. Although adequate care has been taken while preparing the RfP document, however, the Bidders shall satisfy themselves that document is complete in all respects. If noticed, Bidders shall intimate any discrepancy in the RfP document to office of the undersigned within 5 days from the date of issuance of the RfP document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RfP document is complete in all respects and fulfills the expectations of the Bidders.
3. GRIDCO may modify, amend or supplement any aspect of this RfP document, including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. However, such change shall be posted on GRIDCO's website i.e. **[www.gridco.co.in](http://www.gridco.co.in)**.
5. Nothing in the RfP should be relied on, as a promise or representation as to the future.
6. GRIDCO, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RfP.
7. GRIDCO, its officers, employees and consultants have no responsibility for authenticity of the information/data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information/data provided in the RfP and consequences thereof.
8. GRIDCO reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfP document at any stage without assigning any reasons whatsoever. In such cases GRIDCO will refund the Bid Security and cannot be subjected to any liability whatsoever due to such rejection/cancelation.

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## **SECTION-I**

### **PREFACE**

GRIDCO intends to engage well established, reputed and experienced consultancy firm to provide consultancy support on retainer ship basis for assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO.

#### **1.1 ABOUT GRIDCO:**

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

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

#### **1.2 PROJECT OBJECTIVES:**

- 1.2.1** Energy is one of the key enablers for the country’s economic development. The energy sector in India has seen a transformational change with progressive policy level changes and effective implementation of directives. These changes promise enormous opportunities for various stakeholders and market players. However, deep thinking on various aspects of policy and regulatory interventions and their long-term implications will help in taking informed decisions and contribute in developing the sector.
- 1.2.2** The Indian power sector has come a long way since the laying down of the basic framework in 1910 right up to the Electricity Act of 2003, which brought about necessary changes to an evolving sector. The Act introduced and brought provision on Open Access, Power Trading, Regional/National Electricity Market, Independent System Operator, De-licensing of Generation, Performance Based Regulation, Anti-theft etc.
- 1.2.3** In the recent past, policymakers have initiated multiple steps towards improving the power sector output and benefit consumers. These include the proposed amendment to the Electricity Act and National Tariff Policy, commitment of Round-the-Clock Power Supply, IPDS, DDUGJY, UDAY, SOUBHAGYA, KUSSUM, Aggressive Renewable Energy Generation Targets, Plans to Integrate Electric Vehicles (EVs), etc. Proposed provisions and interventions will modify the Energy Sourcing Mix, bring Efficiency and Competition in the Sector, enhance Clean Energy Generation, increase Power Supply to Households, Strengthen the Grid, Generate Business and Employment Opportunities, etc. This will influence Electricity Tariffs, Operations of Utility and Environmental Conditions, and increase Accountability of Stakeholders.
- 1.2.4** To cope up with the changes in the regulatory environment, GRIDCO intend to engage well-established, reputed and experienced consultancy firm to assist on retainer basis for a period of 1 year.
- 1.2.5** The present consultancy assignment envisages support in these new emerging regulatory areas and accordingly assistance in various operations and functions apart from providing assistance in responding to routine regulatory matters like Annual Revenue Requirement and Tariff Petitions, Regulatory Compliance and other Regulatory Works.
- 1.2.6** Considering the aforementioned objectives, this assignment is of extreme importance. Thus, GRIDCO intends to engage well established, reputed and experienced consultancy firm to provide consultancy support on retainer ship basis.

**1.2.7** GRIDCO intend to select the bidder that possesses the requisite skills, work force and professionalism through this RfP on QCBS basis.



**SECTION-II**

**INSTRUCTIONS TO BIDDERS (ITB)**

<b>A. General:</b>			
1.	Scope of the Bid	1.1	<p>In terms of the Invitation for Bids as indicated in the Bid Data Sheet (BDS) at <b>Section-III</b>, GRIDCO invites bids under single stage two-bid system from competent Consultant Firm(s) for Appointment of Consultant to provide consultancy support on retainer ship basis for assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO as detailed in the Scope of Work at <b>Section -V</b>.</p> <p>The intending Bidder shall follow the Bid Data Sheet at <b>Section-III</b> for detailed Tendering Schedule.</p>
2.	Eligible Bidders	2.1	The Consultant Firm, who meets the qualifying requirement as per <b>Section-IV</b> shall be eligible for this tender;
3.	Joint Venture/Consortium	3.1	Not applicable.
4.	Documentary Evidence	4.1	<p>The Bidder must furnish;</p> <ol style="list-style-type: none"> <li>Self-attested copy of the Certificate of Incorporation / Registration Certificate/ Certificate of Commencement of Business.</li> <li>Self-attested copy GSTIN Registration Certificate.</li> <li>Self-attested copy of PAN Card</li> <li>Resume of Consultants proposed for the assignment</li> <li>RfP Submission Sheet on Firm's Letter Head as per Format F/01.</li> <li>Duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as per Format-F/02</li> <li>Undertaking(self-certificate) that the bidder is not presently banned /de-listed/ black listed / debarred either by Central Government / State Government / Union Territory / PSU / Government Department in India, or any entity controlled by them in India as per the format provided in Format-F/03</li> <li>Undertaking (self-certificate) that the bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during the last 05 years as per the format provided in Format-F/04</li> <li>Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2017-18, FY 2018-19&amp; FY 2019-20) along with CA Certificate indicating minimum average annual turnover of INR 250 Crores (Indian Rupees Two Hundred and Fifty Crores only) from professional / consultancy / advisory services during the last three financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20 from consulting/advisory business in India in attached format as per Format-F/05</li> <li>CA Certificate indicating net worth of the company during the last three financial years (i.e. FY 2017-18, FY 2018-19&amp; FY 2019-20) in attached format as per Format-F/06</li> <li>Undertaking (self-certificate) that more than 100 full time employees exist on payroll and all team members to be deployed for this assignment must be on the payrolls of the Consultant as full-time</li> </ol>

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			<p>employees during the tenure of the assignment in their consulting division/ business unit in attached format as per Format-F/07</p> <p>l. Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for at least two contracts awarded prior to April 2010. In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted. The above documents to be submitted as enclosure to the attached format as per Format-F/08</p> <p>m. Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for relating to Consultancy Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell – completed/ongoing assignments of minimum value of INR 20 lacs in last 5 years to be considered. The above documents to be submitted as enclosure as per Format-F/09</p> <p>n. Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for relating to Retainership Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell – completed/ongoing assignments of minimum one-year duration of minimum value of INR 50 lacs in last 10 years with full time deployment of at least 3 resources to be considered. Project Management Unit (PMU) engagements, not related to the above nature of work shall not be considered. The above documents to be submitted as enclosure as per Format-F/10</p> <p>o. Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for relating to Retainership Support to State Government Owned power procurement companies (excluding power procurement cells which are not separate entities) in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell – completed/ongoing assignments of minimum one-year duration of minimum value of INR 50 lacs in last 10 years to be provided with full time deployment of at least 3 resources to be considered. Project Management Unit (PMU) engagements, not related to the above nature of work shall not be considered. The above documents to be submitted as enclosure as per Format-F/11</p> <p>p. Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for relating to Consultancy Support to Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities– completed/ongoing assignments of minimum value of INR 20 lacs in last 5 years to be considered. The above documents to be submitted as enclosure as per Format-F/12</p>
		4.2	Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer non-responsive.
<b>B. Contents of Bidding Document</b>			
5.	Sections of the Bidding Document	5.1	The Bidding Document consists of <b>10 sections</b> as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause-7.

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			<p>Section-I-Preface</p> <p>Section-II-Instructions to Bidders (ITB)</p> <p>Section-III-Bid Data Sheet (BDS)</p> <p>Section-IV-Eligibility Criteria</p> <p>Section-V-Duration of Assignment and Scope of Services</p> <p>Section-VI- Team Composition and Deployment</p> <p>Section-VII-Bid Evaluation Methodology</p> <p>Section-VIII-General Conditions of Contract (GCC)</p> <p>Section-IX-Bidding Forms</p> <p>Section-X-Contract Forms</p>
		5.2	GRIDCO is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from GRIDCO.
		5.3	The Bidder 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.
6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the Pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of Pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the RfP document shall be published in the website of GRIDCO i.e. <a href="http://www.gridco.co.in">www.gridco.co.in</a> .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the Bid Data Sheet -Section-III.
		6.3	No clarification shall be entertained after the pre-bid conference.
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the Bids, GRIDCO may amend the Bidding Document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the Bidding Document. The bidder shall visit GRIDCO's website for any addendum / modification / errata / corrigendum etc.
		7.3	GRIDCO, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the submission of Bids.
		7.5	Any addendum issued shall be part of the Bidding Document and shall be hosted in GRIDCO's website.
<b>C. Preparation of Bids</b>			
8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and GRIDCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to Rs.10,000/- (Ten Thousand) only plus GST @18% extra in favour of "GRIDCO Limited" payable at "Bhubaneswar" towards the cost of the bid document shall be furnished at the time of purchase of document or at the time of submission of RfP document if downloaded from website or from DGM(F)(RA&T), GRIDCO on payment of cash at DDO, GRIDCO. The downloaded RfP documents will be accepted by GRIDCO only if it is supported by the demand draft towards cost of bid document.

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9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and GRIDCO, shall be written in English.
10.	Documents comprising Bid	10.1	The Bid shall comprise two envelopes submitted separately, one containing the <b>Techno-Commercial Proposal</b> and the other containing the <b>Price Proposal</b> , which shall be evaluated in two stages.
		10.2	<p>The first envelope shall contain one (01) original and one (01) copy of the Techno-Commercial Proposal, clearly marked as 'ORIGINAL' and 'COPY'.</p> <p>The second envelope shall contain one (01) original and one (01) copy of the Price Proposal clearly marked as 'ORIGINAL' and 'COPY'.</p> <p>Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Bidder, RfP identification No., and the authority to whom the Bid is being submitted to.</p>
		10.3	<p><b>During Stage-1 of the evaluation</b>, the Techno-Commercial Proposals shall be opened as per ITB <b>Sub-Clause-23.1</b> &amp; at the address, date and time specified in the BDS, Section-III. Bidder shall not be allowed to modify/amend/change the Techno-Commercial Proposals after submission of the Bid, unless otherwise specifically asked by the GRIDCO.</p> <p>The Techno-Commercial Proposals which do not conform to the specified requirements will be rejected as non-responsive Bids.</p>
		10.4	<b>During Stage-2 of the evaluation</b> , Price Proposals of Techno-Commercially successful bidders shall be opened at the date and time and place as intimated by GRIDCO.
		10.5	<p>For the final evaluation, the weightage assigned to Techno-Commercial Proposal and Price Proposal is 70% and 30% respectively.</p> <p>The successful Bidder shall be decided on the QCBS evaluation basis as per this weightage.</p>
		10.6	<p>The Techno-Commercial Proposal should be submitted along with:</p> <ol style="list-style-type: none"> <li>Techno-Commercial Proposal Submission Forms;</li> <li>Cost of Tender Documents for Rs. 10,000/- (Rupees Ten Thousand) only plus GST @18% in shape of Demand Draft issued in favour of GRIDCO Limited and payable at Bhubaneswar, Odisha, if downloaded and Money Receipt, if purchased directly from GRIDCO.</li> <li>Bid Security (EMD) for Rs. 5,00,000/- (Rupees Five Lakh) only, in the form of Demand Draft issued in favour of GRIDCO Limited and payable at Bhubaneswar, Odisha, only issued by a scheduled bank, in accordance with ITB <b>Clause-17</b>;</li> <li>Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB <b>Clause-18.2</b>;</li> <li>Documentary evidence in accordance with ITB <b>Clause -15</b> establishing the Bidder's eligibility to bid;</li> <li>Documentary evidence in accordance with ITB <b>Clauses -4.1 and 26</b>, that the Services conform to the Bidding Document;</li> <li>Any other document required in the BDS.</li> </ol>
		10.7	<p>The Price Proposal should include the following:</p> <ol style="list-style-type: none"> <li>Price Proposal Submission Sheet and the applicable Price Schedules in <b>FORM- P-1 &amp; P-2 of Section-IX (Bidding Forms)</b>, in accordance with ITB <b>Clauses-11, 13 and 14</b>;</li> <li>any other document required in the BDS.</li> </ol>
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal using the appropriate Submission Sheets provided in <b>Section-IX (Bidding Forms)</b> . These forms must be completed without any alterations

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			to their format, and no substitute shall be accepted. All blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in <b>Section- IX (Bidding Forms)</b> .
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) GST as applicable shall be paid extra as per prevailing rate.
12.	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13.	Bid Prices and Discounts	13.1	The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified therein.
		13.2	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any variation except service tax.
		13.3	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, GRIDCO shall avail such discount at the time of award of contract provided such discount is un-conditional.
14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in <b>Section-IV(Eligibility Criteria)</b>
16.	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in BDS after the bid submission deadline date prescribed by GRIDCO. A Bid valid for a shorter period shall be rejected by GRIDCO as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, GRIDCO may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with <b>ITB Clause-17</b> shall also be extended for a corresponding period. A Bidder may refuse the request for such extension without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.
17.	Bid Security	17.1	The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft for an amount of Rs.5,00,000/- (Rupees Five Lakh) only in favour of GRIDCO Limited payable at Bhubaneswar, Odisha only issued by a Scheduled Bank.
		17.2	Any Bid not accompanied by Bid Security in accordance with <b>ITB Sub-Clause-17.1</b> , shall be rejected by GRIDCO as non-responsive.
		17.3	The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG by the successful bidder.
		17.4	The successful Bidder has to furnish the required <b>Contract Performance Bank Guarantee</b> before the signing of the Contract. The bid security of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by GRIDCO.
		17.5	The Bid Security may be forfeited, if the successful Bidder fails to: a) Acknowledge the Letter of Award within the stipulated period. b) Sign the Contract in accordance with <b>ITB Clause-37</b> ;

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			<p>c) Furnish a Contract Performance Bank Guarantee in accordance with <b>ITB Clause-38</b>; or,</p> <p>d) Accept the correction of its Bid Price pursuant to <b>ITB Sub-Clause-27.3 and 27.4</b>.</p>
18.	Format of Bid	18.1	<p>The Bidder shall submit the Techno-Commercial Proposal in original, as described in <b>ITB Clause-11</b> clearly marked as “ORIGINAL–TECHNO-COMMERCIAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Techno-Commercial Proposal, clearly marked as “COPY – TECHNO-COMMERCIAL PROPOSAL”.</p> <p>For the submission of the Financial Proposal, the Bidder shall prepare one original and one copy of the Price Proposal, as described in <b>ITB Clause-11</b> and clearly marked as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”.</p> <p>In the event of any discrepancy between the originals and the copies, the originals shall prevail.</p>
		18.2	<p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The Bidder shall submit a duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as specified in Bid Form -2 and shall be attached to the Bid.</p> <p>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.</p>
		18.3	Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
<b>D. Submission and Opening of Bids</b>			
19.	Sealing and Marking of Bids	19.1	<p>Bidder shall enclose the original Techno-Commercial Proposal and copy of the Techno-Commercial Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL- TECHNO-COMMERCIAL PROPOSAL” and “COPY – TECHNO-COMMERCIAL PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The Bidder shall enclose the original Price Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p>
		19.2	<p>The inner and outer envelopes shall:</p> <p>a) bear the name and address of the Bidder;</p> <p>b) be addressed to GRIDCO in accordance with <b>ITB Sub-Clause-20.1</b>; and,</p> <p>c) bear the specific identification of this bidding process indicated in the BDS.</p>
		19.3	The outer envelopes and the inner envelopes containing the Techno-Commercial Proposals shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals, in accordance with <b>ITB Sub-Clause-23.1</b> .

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		19.4	The outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by GRIDCO in accordance with <b>ITB Sub-Clause-23.2</b> .
		19.5	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.
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 <b>BDS-Section-III</b> .
		20.2	GRIDCO may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with <b>ITB Clause-7</b> , in which case all rights and obligation of GRIDCO and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	GRIDCO shall not consider any Bid that is received after the deadline for submission of Bids, in accordance with <b>ITB Clause-20</b> . Any Bid received by GRIDCO after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
22.	Withdrawal, Substitution and Modification of Bids	22.1	<p>No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.</p> <p>However, a Bidder may withdraw, substitute, or modify its Bid under the following situation;</p> <ol style="list-style-type: none"> <li>1. After expiry of the bid validity period as per ITB.</li> <li>2. Any changes to the scope of work after submission of bid document.</li> <li>3. Any changes in the bidding documents after submission of bid document.</li> <li>4. If the due date of the submission has been extended by the GRIDCO after submission of bid document.</li> </ol> <p>Such withdrawal, substitution, or modification shall be submitted by the bidder by sending a written letter ,duly signed by an authorized representative, and shall include a copy of the authorization in accordance with <b>ITB Sub-Clause-18.2</b>. The corresponding substitution or modification or withdrawal of the bid must accompany the respective written notice. All Notices must be:</p> <ol style="list-style-type: none"> <li>a) submitted in accordance with <b>ITB Clauses-18 and 19</b> and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and,</li> <li>b) received by GRIDCO prior to the deadline prescribed for submission of bid.</li> </ol>
23.	Bid opening	23.1	GRIDCO shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders’ representatives who choose to attend, at the address, date and time specified in the BDS.
		23.2	The Price Proposals will remain unopened and will be held in custody of GRIDCO until the time of opening of Price Proposals. GRIDCO shall advise the Techno-Commercially qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
		23.3	First, envelopes marked “WITHDRAWAL” shall be opened, readout and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the

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			corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
		23.4	Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Techno-Commercial Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. 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 <b>Sub-Clause-23.2</b> . 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.
		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 <b>Sub-Clause 23.2</b> .
		23.6	All other envelopes holding the Techno-Commercial proposals of the bidder shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder; b) whether there is a modification or substitution; c) the presence of a Bid Security and proof of purchase of bid document; d) any other details as GRIDCO may consider appropriate. e) Only Techno-Commercial Proposals of those bidders read out and recorded at bid opening shall be considered for evaluation. f) No Bid shall be rejected at the opening of Techno-Commercial Proposals except for late bids or bid not accompanied with bid security in accordance with <b>ITB Sub-Clause-21.1 and Clause-17</b> .
		23.7	GRIDCO shall prepare a record of the opening of Techno-Commercial Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security & Cost of the Bid Document. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents of the record.
		23.8	The date, time, and location of the opening of Price Proposals will be intimated to respective Techno-Commercially qualified bidders in writing by GRIDCO. Bidders shall be given reasonable notice of the opening of Price Proposals.
		23.9	GRIDCO shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by GRIDCO. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.
		23.10	All Price Proposals shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder; b) whether there is a modification or substitution;



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			<p>c) the bid prices;</p> <p>d) any other details as GRIDCO may consider appropriate.</p> <p>Only Price Proposals read out and recorded at bid opening shall be considered for evaluation.</p>
		23.11	GRIDCO shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record.
<b>E. Evaluation and Comparison of Bids</b>			
24.	Confidentiality	24.1	Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence GRIDCO in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding <b>ITB Sub-Clause -24.2</b> , from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact GRIDCO on any matter related to the bidding process, it should do so in writing.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and post-qualification of the Bids, GRIDCO may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by GRIDCO shall not be considered. GRIDCO's request for clarification and the response shall be in writing.
26.	Responsiveness of Techno-Commercial Proposals	26.1	GRIDCO's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.
		26.2	<p>A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or</p> <p>b) limits or is inconsistent in any substantial way, with the Bidding Document, GRIDCO's rights or the Bidder's obligations under the Contract; or</p> <p>c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals</p>
		26.3	If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by GRIDCO and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
		26.4	The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in <b>Clause-26.2</b> ). Such deviations will be checked and considered. If the deviations proposed are found material in nature, GRIDCO reserves the right to reject such bids. GRIDCO may also ask bidders for clarifications on such deviations during the evaluation. In case GRIDCO accepts any

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			deviations proposed by a bidder (mentioned in Bid as Form F-6); then during Stage-2.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, GRIDCO will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, GRIDCO shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
		27.4	If the Bidder that submitted the lowest evaluated Bid 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 <b>ITB Sub-Clause 10.3</b> 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 <b>ITB Sub- Clause-11.1</b> , written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29.	Examination of Terms and conditions; Techno-Commercial Evaluation.	29.1	GRIDCO shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	GRIDCO shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the <b>Eligibility Criteria at Section-IV</b> , 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 <b>ITB Clause-26</b> , 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 <b>Section-IV (Eligibility Criteria)</b> and methodologies defined in <b>Section-VII (Evaluation of Bid)</b> . No other criteria or methodology shall be adopted.
		30.3	To evaluate a Price Proposal, GRIDCO shall consider the following:

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			<p>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. except service tax</p> <p>a) GST shall not be considered for the purpose of evaluation.</p>
31.	Comparison of Bids	31.1	GRIDCO shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with <b>Section-VII (Evaluation of Bid)</b> .
32.	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33.	GRIDCO's Right to Accept Any Bid, and to Reject Any or All Bids	33.1	GRIDCO reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
<b>b.) Award of Contract</b>			
34.	Award Criteria	34.1	GRIDCO shall award the Contract to the Bidder whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the qualification criteria as specified in <b>Section-IV</b> and Evaluation Criteria in <b>Section-VII</b> are no longer met by the Bidder whose offer has been determined to be the highest ranked evaluated Bid. In this event GRIDCO shall proceed to the next highest ranked evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35.	GRIDCO's Right to change the deliverables defined under scope of Work	35.1	During the execution of contract, GRIDCO reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, GRIDCO shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the Consultant Firm shall sign, date, and return the LOA copy to the GRIDCO as acknowledgement.
37.	Signing of the Contract	37.1	Within 30 days from the date of issue of LOA, the successful Consultant firm shall sign the contract Agreement with GRIDCO in non-judicial stamp paper and send it to GRIDCO.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event GRIDCO may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily.
38.	Contract Performance Bank Guarantee	38.1	Within 20 days of the issue of Letter of Award from GRIDCO, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in <b>Section-X (Contract Forms)</b> .
		38.2	Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event

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			GRIDCO may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily.
39.	Working Environment	39.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. GRIDCO shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by GRIDCO.
40.	Disclaimer	40.1	<p>This Request for Proposal (RfP) has been prepared by GRIDCO for Appointment of Consultant on Retainer ship Basis for Providing Assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO.</p> <p>Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</p> <p>While this RfP has been prepared in good faith, GRIDCO does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfP become the property of GRIDCO and GRIDCO does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>

**Section III**  
**Bid Data Sheet (BDS)**

Sl. No.	Particulars
01	RFP Identification No.
02	NIT No: 01, Dated: 25.02.2021
03	Purpose: “Appointment of Consultant for Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO as per Scope of Services at <b>Section-V</b> .
04	<b>Address of the Owner:</b> GRIDCO LIMITED, JANPATH, BHOINAGAR, BHUBANESWAR–751022, Odisha Phone No.: 0674-2545308 Website of GRIDCO: www.gridco.co.in Contact Person: CGM(PP) Contact No.:
05.	<b>Date and time for availability of Tender document:</b> From: 25.02.2021 (11:00 AM) to 23.03.2021 (03:00 PM)
06.	<b>Date, Time &amp; Place of the Pre-Bid Meeting:</b> Date: 10.03.2021 Time: 11:00 AM Venue: Through VC
07.	<b>Deadline for Submission of the Bid:</b> Date: 23.03.2021 Time: 03: 00 PM
08.	Due date, Time & Place of opening of the Techno commercial Bid: Date: 23.03.2021 Time: 04:00 PM <b>Place:</b> Office of CGM(PP), GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar–751022, Odisha
09.	Cost of the Bid Document: Rs.10,000.00 (Rupees Ten Thousand only) Plus GST @18% to be submitted in shape of Demand Draft issued in favour of GRIDCO Ltd, payable at Bhubaneswar Or in the form of cash deposited at GRIDCO counter . Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid.
10.	Bid Security (EMD): Bid Security (EMD) in form of Demand Draft for an amount of Rs.5,00,000/- (Rupees Five Lakh) only in favour of GRIDCO Limited payable at Bhubaneswar only issued by a Scheduled Bank.

11.	Period of Contract: Twelve (12) month from the date of signing of the contract and which may be further extended, on mutually agreed terms and conditions for a period of one year. However, this extension will be at sole discretion of GRIDCO.
12.	Bidding Methodology: Single Stage Two Part Basis.
13.	Techno-commercial Proposal: To be submitted as per the format prescribed in Section-IX along with the supporting documents.
14.	Bid Validity: Six months from the last date of the submission of the bid.
15.	Price Proposal: To be submitted as per the format prescribed in Form P1 and P2.
16.	Price Basis: FIRM and Lump sum price inclusive of all taxes & duties (excluding service taxes) and other overheads, etc.
17.	Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG @10% of the Contract Price within 20 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Annexure II of Section-X (Contract Forms).
18.	Signing of the Contract Agreement: The successful bidder shall sign the Contract Agreement within 30 days from the date of issue of LOA.

**SECTION-IV****ELIGIBILITY CRITERIA**

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

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

Sl. No	Eligibility Criteria	Required Documents
<b>General Criteria:</b>		
1.	The bidder must be a single bidding company registered in India under the Companies Act'1956/2013. Consortiums of Companies or individuals in any form are not allowed in this bidding;	Self-attested copy of the Certificate of Incorporation / Registration Certificate/ Certificate of Commencement of Business.
2.	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	Self-attested copy GSTIN Registration Certificate.
3.	The Bidder should have valid PAN Number	Self-attested copy of PAN Card
4.	The Bidder shall provide duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder	Duly notarized Power of Attorney in original on Non-Judicial Stamp Paper of Appropriate Value as per <b>Format-F/02</b>
5.	The bidder must not be presently banned /de-listed/ black listed / debarred either by Central Government / State Government / Union Territory / PSU / Government Department in India, or any entity controlled by them, from participating in any assignment and the bar subsists as on the date of proposal.	The bidder should provide an undertaking (self-certificate) as per the format provided in <b>FORMAT –F/03</b> .
6.	The bidder should have, during the last Five (5) years, neither failed to perform on any agreement (as evidenced by imposition of penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.	The bidder should provide an undertaking (self-certificate) that the bidder neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.as per the format provided in <b>FORMAT- F/04</b> .
7.	The Bidder should have average minimum annual turnover of INR 250Crores during each of the last (3) three financial years (i.e. FY 2017-18, FY 2018-19& FY 2019-20) from consulting/ advisory business <i>in India</i> .	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2017-18, FY 2018-19& FY 2019-20) along with CA Certificate indicating average minimum annual turnover of INR 250Croresduring the last three financial years from consulting/advisory business <i>in India</i> in attached format as per <b>FORMAT–F/05</b> .
8.	The Bidder should have positive net worth in each of the last (3) three financial years (i.e. FY 2017-18, FY 2018-19& FY 2019-20)	CA Certificate indicating net worth of the company during the last three financial years (i.e. FY 2017-18, FY 2018-19& FY 2019-

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		20) in attached format as per <b>FORMAT-F/06.</b>
9.	The company should have at least 100 full time employees in their consulting division/business unit on the payroll of the company.	Undertaking to be provided by the authorized signatory stating that more than 100 full time employees exist on payroll in their consulting division/ business unit in attached format as per <b>FORMAT- F/07.</b>
10.	<p>The bidder should have experience of over 10 years of providing consultancy services in Indian power sector.</p> <p>The bidder must be well acquainted with the working of Discoms and Electricity Regulatory Commissions, present regulatory framework of power sector and must have Experience of preparation of true up petition/Performance review petition / ARR/multi-year petition and Tariff proposal for <i>SERCs</i> / Distribution Companies / State Electricity Boards /Electricity departments for the Power Distribution business, in India</p>	<p>Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for at least two contract awarded prior to April 2010. In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.</p> <p>The above documents to be submitted as enclosure to the attached format as per <b>FORMAT- F/08.</b></p>
<b>Minimum Criteria of Firm's Credentials:</b>		
11.	The bidder must have experience of successfully completing at-least Two (2) engagements providing Consultancy Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support & tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell of minimum value of INR 20 lacs in last 5 years (FY 2016-17 to FY 2020-21)	<p>Supporting documents like Work Order/Letter of Award (LoA)/ Contract Agreement/Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken.</p> <p>In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.</p> <p>The above documents to be submitted as enclosure to the attached format as per <b>FORMAT-F/09.</b></p>
12.	<p>The bidder must have experience of successfully completing at-least Two (2) engagements providing Retainership Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell of minimum one-year duration of minimum value of INR 50 lacs in last 10 years (FY 2011-12 to FY 2020-21) with full time deployment of at least 3 resources.</p> <p>Project Management Unit (PMU) engagements, not related to the above nature of work shall not be considered.</p>	<p>Supporting documents like Work Order/Letter of Award (LoA)/ Contract Agreement/Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken.</p> <p>In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.</p> <p>The above documents to be submitted as enclosure to the attached format as per <b>FORMAT-F/10.</b></p>



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	<p><i><b>Note:</b> Retainer experience means the contract or work order issued by utility/ department on Retainership basis having pre-defined contract period with availability of on-site presence of staff on continuous basis. The works which are purely milestone/ deliverable based such as ARR, Reforms, and restructuring etc. will not qualify under Retainership.</i></p>	
13.	<p>The bidder must have experience of successfully completing at-least One (1) engagements providing Retainership Support to State Government Owned power procurement companies (excluding power procurement cells which are not separate entities) in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell of minimum one-year duration of minimum value of INR 50 lacs in last 5 years(FY 2016-17 to FY 2020-21) with full time deployment of at least 3 resources.</p> <p>Project Management Unit (PMU) engagements, not related to the above nature of work shall not be considered.</p>	<p>Supporting documents like Work Order/Letter of Award (LoA)/ Contract Agreement/Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken.</p> <p>In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.</p> <p>The above documents to be submitted as enclosure to the attached format as per <b>FORMAT-F/11.</b></p>
14.	<p>The bidder must have experience of successfully completing at-least Two (2) engagements providing Consultancy Support to Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities of minimum one-year duration of minimum value of INR 20 lacs in last 5 years (FY 2016-17 to FY 2020-21).</p>	<p>Supporting documents like Work Order/Letter of Award (LoA)/ Contract Agreement/Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken.</p> <p>In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.</p> <p>The above documents to be submitted as enclosure to the attached format as per <b>FORMAT-F/12.</b></p>

## SECTION-V

### DURATION OF ASSIGNMENT AND SCOPE OF SERVICES

#### 5.1 Duration of Services:

The tenure of assignment/contract would be for a period of 12 (Twelve) months from the date of signing contract and which may be further extended, on mutually agreed terms & conditions, for a period of one year. However, this extension will be at sole discretion of GRIDCO.

#### 5.2 Scope of Services:

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

##### A. Support to regulatory wing of GRIDCO including the following:

- i. Analyze policy and regulations being notified by CEA, CERC, OERC, other statutory authorities from time to time and assess the implication to GRIDCO/State of Odisha;
- ii. Analyze all draft regulations, policies notified by CEA, CERC, OERC, other statutory authorities and furnish views on that;
- iii. Impact assessment of Regulatory directions on GRIDCO;
- iv. Preparation/drafting of ARR and Bulk Supply petition;
- v. Preparation of replies and other filings with OERC on tariff petitions and other petitions
- vi. Prepare response to clarifications and objections
- vii. Support GRIDCO in presenting the ARR at OERC
- viii. Analysis of ARR & Bulk Supply Order including their impact on GRIDCO;
- ix. Preparation of Review Petition/Appeal on ARR & Bulk Supply Order, if decided by the management;
- x. Responses to petitions filed by OPGC, OHPC and four distribution companies in their tariff petitions.
- xi. Regulatory support to GRIDCO in all tariff related petitions at judicial forums like CERC, APTEL and other courts.
- xii. Support towards dispute resolution.
- xiii. Prepare response to queries and issues raised relating to Distribution related activities;
- xiv. Preparation of responses to Energy Department, MoP, CEA, other authorities;
- xv. Preparation of Business Plan for approval of Management and OERC;
- xvi. Preparation of Performance Statement of GRIDCO for quarterly review by OERC or periodical review by government or any authority.

##### B. Support to commercial wing of GRIDCO

- i. Commercial assessment of invoices/ change in law impact;
- ii. Support in review of PPAs and analyses of regulatory and commercial aspects.
- iii. Preparation of monthly Pool Cost (Power Purchase/Sale MIS) using excel based tool.
- iv. Support in trading of Surplus Power of the State.
- v. Support towards Power Purchase Planning & RPO achievement.

##### C. Support to Finance Wing of GRIDCO

- i. Support GRIDCO in improving process in financial management through benchmarking with other Utilities.
- ii. Develop excel based Financial tool for impact assessment of various policies, directions of Govt. of India, Govt. of Odisha.
- iii. Supports in optimization of current payment process using excel based tools to support calculation of payment due/rebate/LPS etc.
- iv. Support in raising resources from Commercial Banks/Financial Institutions.

**D. Support to office of MD, Director-Finance and Director-T&BD on day to day need basis**

- i. Support in monitoring of implementation of various initiatives;
- ii. Business process review for better effectiveness and transparency based on best practices in other utilities of power sector;
- iii. Assistance in preparation of discussion material for meetings of GRIDCO officials with the Ministry of Power / State Governments etc;
- iv. Provide regular updates on state and central regulations and policies impacting the power sector;
- v. Support to office of MD, Director-Finance, Director-Commercial, Director-T&BD in any other areas, as required on a case to case basis;
- vi. Preparation of report for submission to different agencies including the Govt., OERC, CEA, other agencies, etc. on behalf of GRIDCO.

**E. Support in capacity building**

- i. Consultant shall be responsible for capacity building of GRIDCO personnel in all the aforementioned areas of work;
- ii. Identify the specific needs for carrying out training and workshops for GRIDCO on all new regulations and market reforms;
- iii. Assist GRIDCO in making the suitable changes in its day-to-day operations based on the above changes.

**Note:**

- i. The above description of scope of work is illustrative and not exhaustive.
- ii. The consultant is required to support in all regulatory and managerial activities as and when asked for by MD, any Director or any senior authorities.
- iii. The consultant is required to submit specific deliverables as required during the consultancy. It would be the duty of the consultants to ensure timely preparation of replies / submissions / filings to be made to various authorities.
- iv. Consultant shall hold the meeting with GRIDCO representatives generally on first day of every fortnight to discuss and finalize the deliverables of that particular period.
- v. The consultant should endeavor that all document is computerized and editable/reproducible.
- vi. The consultant shall ensure that any information, data, manuals and studies pertaining to assignment, collected from GRIDCO, shall not be provided/passed to any third party without proper consent/ approval of GRIDCO.
- vii. The management reserves the right to get additional work done by the Consultant, relevant to the scope of work.

## SECTION-VI

### TEAM COMPOSITION, DEPLOYMENT& PAYMENT TERM

#### 6.1 Establishment of PMU:

In order to manage the aforementioned tasks, the Consultancy Firm needs to set up a Project Management Unit (PMU) for the entire duration of the project at Bhubaneswar. The PMU team will sit at Bhubaneswar and will work closely with the nodal officer and senior leadership of GRIDCO.

#### 6.2 Team Composition:

The team of consultants shall consist of 5 members with different discipline and different experience level. The Project Director is required for deployment one week a month. The Project Manager is required for deployment two weeks a month. Except Project Manager, other consultants are required to stay at Bhubaneswar on full time basis and shall not be diverted to other assignment or replaced with other consultants without prior consent of GRIDCO during the tenure of the contract.

The details of consultant at different position, required experience and deployment type are as detailed below:

Sl. No.	Position	Qualification	Experience	No. of Consultant	Deployment Type
1	Project Director	CA/ MBA	15+ years	01	One week/month
2	Project Manager	B.Tech + MBA	10+ years	01	Two weeks/month
3	Senior Consultant	B.Tech + MBA	5-10 years	02	Full time
4	Consultant	CA/CMA	3 years	01	Full Time

#### 6.3 Resource Deployment:

- i. The resume of consultants detailing their educational qualification and experience to be provided along with the bid.
- ii. The team shall be available in the office of the GRIDCO on all working days. The deployed personnel/ resource has to follow the working hours, working days and holidays of GRIDCO. However, resource has to be available on a holiday if so is required by the GRIDCO. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules. The team shall be eligible for weekend offs (Saturdays and Sundays) and other holidays. Besides, each team member shall be entitled for 15 days of casual leaves annually.
- iii. The team members can leave Bhubaneswar on weekends/holidays only with prior intimation to the nodal officer.

#### 6.4 Resource Replacement:

##### 6.4.1 Replacement after issuance of Work Order:

In case the selected bidder brings to the notice that it won't be able to provide the originally proposed resource after receiving the Work Order and desires to replace the originally proposed resource with a new resource, the new resource (replacing resource) will be accepted only if he/she fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced.

##### 6.4.2 Replacement after deployment:

- i. The resources shall not be replaced during the entire tenure of the contract. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the

resource, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualification and relevant experience.

- ii. If GRIDCO finds that any of the Resource has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Resource, then the Consultant shall at the GRIDCO's written request specifying the grounds therefore, forthwith provide as a replacement a resource with qualifications and experience acceptable to the GRIDCO.
- iii. The new resource (replacing resource) will be accepted by the GRIDCO only if he fulfills the minimum eligibility criteria as per the RfP.
- iv. Under no circumstances, except resignation of the selected resource, no more than two (2) replacement requests will be entertained during the period of assignment.
- v. The outgoing resource would ensure complete knowledge transfer with the replaced resource.
- vi. Penalty in accordance with clause 6.6.1 shall be applicable if the consultant fails to replace the resource(s) within 15 days of the exit of the existing resource.

**6.5 Payment Terms:**

The contract shall be a lump sum contract and payment to consultant will be made on a monthly basis. The payment will be made on submission of the Monthly Progress Report at the end of every month.

**6.6 Penalty Related to Resource Deployment:**

**6.6.1. Penalty for Non-Replacement of Resource:**

Penalty of INR 25,000 (Rupees Twenty-Five Thousand) per resource per week shall be applicable if the Consultant fails to replace the resource in accordance with Clause 6.4.2 within 15 days of the exit of the existing resource.

**6.5.2. Penalty for Absence:**

- i. In case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent.
- ii. Per-day payment will be calculated by dividing the agreed monthly rate of the Consultant by the number of working man-days in that month and by total number of resources.
- iii. In addition, a penalty of INR 2,000 (Rupees Two Thousand) only per working day per resource will be levied for such absence.
- iv. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- v. Penalty would be deducted from the applicable payments.
- vi. The total penalty amount will be restricted to 10% of the overall project cost.

## SECTION-VII

## EVALUATION OF BID

- 7.1 The evaluation of the Bid shall be carried out based on the Quality cum Cost Based Selection (QCBS) Methodology.
- 7.2 For the selection of qualified and competent consultant for the define scope of work. GRIDCO shall constitute a selection committee.
- 7.3 The evaluation of the Techno-commercial Proposals shall be done on the basis of qualifying requirement as set out in the eligibility criteria at **Section-IV**. In the next stage the price proposal of the techno-commercially qualified bidders will be evaluated. For final evaluation, the weight of the Techno-commercial Proposal is set to 70% and that of the Price proposal to 30%.
- 7.4 The Selection Committee shall score the Technical Bid as per the evaluation criteria specified below;

Sr.	Parameter	Scoring criteria	Scoring
1	<p><b>Consultant's Indian experience in assignments related to regulatory, financial and commercial matters:</b></p> <p>Consultancy Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell – completed/ongoing assignments in last 5 years to be considered</p>	<p>Number of completed/ongoing assignments of minimum value INR 20 lacs in last 5 years (FY 2016-17 to FY 2020-21)</p>	<p>Maximum marks – 15</p> <ul style="list-style-type: none"> <li>• 10 assignments or more – 15 marks</li> <li>• 6 – 12 marks</li> <li>• 5 – 10 marks</li> <li>• 4 – 8 marks</li> <li>• 3 – 6 marks</li> <li>• Minimum 2 – 4 Marks</li> </ul>
2	<p>Consultant's Indian experience in assignments related to regulatory, financial and commercial matters – retainership assignments of at least one-year duration:</p> <p>Retainership support to state govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell – completed/ongoing assignments in last 10 years to be considered.</p> <p>Project Management Unit (PMU) engagements, not related to the above nature of work shall not be considered.</p>	<p>No of completed / ongoing assignments within the last 10 years (FY 2011-12 to FY 2020-21) of minimum one-year duration <b>and minimum value of INR 50 lacs</b></p> <p>NOTE: Only those assignments with full time deployment of at least 3 resources will be considered.</p>	<p>Maximum marks – 15</p> <ul style="list-style-type: none"> <li>• 5 assignment or more – 15 marks</li> <li>• 4 – 12 marks</li> <li>• 3 – 9 marks</li> <li>• Minimum 2 – 6 Marks</li> </ul>
3	<p><b>Consultant's Indian experience with state government owned power procurement companies in assignments related to regulatory,</b></p>	<p>No of completed / ongoing assignments within the last 10 years</p>	<p>Maximum marks – 10</p> <ul style="list-style-type: none"> <li>• 2 assignments or more – 10 marks</li> </ul>

	<p><b>financial and commercial matters – retainership assignments of at least one-year duration:</b> Retainership support to state government owned power procurement companies (excluding power procurement cells which are not separate entities) in matters related to regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell – completed/ongoing assignments in last 10 years to be considered.</p> <p>Project Management Unit (PMU) engagements, not related to the above nature of work shall not be considered.</p>	<p>(FY 2011-12 to FY 2020-21) of minimum one-year duration and minimum value of INR 50 lacs</p> <p>NOTE: Only those assignments with full time deployment of at least 3 resources will be considered.</p>	<ul style="list-style-type: none"> <li>Minimum 1 assignment – 5 marks</li> </ul>
4	<p><b>Consultant's experience of working with Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities:</b></p> <p>Experience of working with Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities in last 5 years with at least one retainership assignment – minimum value of INR 20 lacs</p>	<p>No of completed / ongoing assignments within the last 5 years (FY 2016-17 to FY 2020-21) and minimum value of INR 20 lacs</p> <p>No of assignments of minimum value INR 20 lacs in last 5 years</p>	<p>Maximum marks – 20</p> <ul style="list-style-type: none"> <li>5 or more – 20 marks</li> <li>4 – 15 marks</li> <li>3 – 10 marks</li> <li>Minimum 2 – 5 marks</li> </ul>
5	<p><b>Experience of proposed team</b></p> <p>Experience of proposed team in areas of regulatory support &amp; tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell, Odisha power sector experience. The proposed team members shall be required to be present during the technical presentation.</p>	<p>Scoring will be based on experience of proposed team in similar assignments. Assessment to be done during presentation.</p>	<p>Maximum marks – 20</p> <ul style="list-style-type: none"> <li>Project Director: 5 marks</li> <li>Project Manager: 5 marks</li> <li>Senior Consultant– 1: 4 marks</li> <li>Senior Consultant– 2: 4 marks</li> <li>Consultant: 2 marks</li> </ul>
6	<p><b>Presentation</b></p>	<p>Bidders shall be to give a detailed presentation covering: Approach &amp; Methodology, understanding of issues faced by GRIDCO and strategy for resolution, understanding of the state specific context, issues faced by the Discoms,</p>	<p>Maximum marks – 20</p>

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		work plan, project monitoring framework, etc.	
	TOTAL		100 Marks

Other requirements:

- a. All assignments provided for evaluation must be in power sector
- b. All team members deployed for the assignment must be on the payrolls of the Consultant as full-time employees during the tenure of the assignment.
- c. The Consultant must have a minimum average annual turnover (MAAT) of INR 250 Crores (Hundred Crores rupees only) from professional / consultancy / advisory services in the last three financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20. A certificate from the Statutory Auditor in this regard shall be required to be submitted.
- d. The team deployed must meet the following requirements:

Sl.	Position	Qualification	Experience	No. of Consultant	Deployment Type
1	Project Director	CA/MBA	15+ years	01	One week/month
2	Project Manager	B.Tech + MBA	10+ years	01	Two weeks/month
3	Senior Consultant	B.Tech + MBA	5-10 years	02	Full time
4	Consultant	CA/CMA	3 years	01	Full Time

7.4.1 The Selection Committee may additionally seek copies of original documents of the Consultants to validate their claims on Education Qualifications, Experience and Certifications to establish the quality and competency of the consultant.

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

7.4.3 The minimum techno-commercial score for qualification and eligibility for considering Price proposal is 70 Points.

### 7.5 Method of Evaluating Financial Bids:

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

### 7.6 Overall Evaluation:

Financial Score of Firm =  $100 \times (LP / (QP))$

Where,

LP = Lowest quoted total Price and

QP = Quoted total Price of Firm

The weights given to techno-commercial and Price proposals are  $0.70 \times (T)$  and  $0.30 \times (F)$  respectively.

The total score(S) shall be,  $S = St \times 0.70 + Sf \times 0.30$ .

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 bidder at their quoted price.



## SECTION-VIII

**GENERAL CONDITIONS OF CONTRACT (GCC)**

01.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, RfP document, bidders offer, letter of award, correspondences between the GRIDCO and consultant.
02.	Definition	2.1	<b>“GRIDCO/Owner”</b> shall mean GRIDCO LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
		2.2	<b>“ASSIGNMENT”</b> shall mean the consultancy assignment for appointment to provide consultancy support on retainership basis for Providing Assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO.
		2.3	<b>“RfP”</b> i.e. “Request for Proposal” shall mean document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Assignment & Scope of Services, Team Composition and Deployment, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments there to.
		2.4	<b>“Bid”</b> shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.5	<b>“Bidder”</b> shall mean the Consultant firms participating in the bid floated by the GRIDCO for consultancy support on retainership basis for providing assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to GRIDCO and shall include his heirs, legal representatives, successors and permitted assigns.
		2.6	<b>“Consulting firm/Consultant”</b> shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
		2.7	<b>“LOA”</b> i.e. “Letter of Award” shall mean the official notice issued by GRIDCO notifying the Consultant firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by GRIDCO.
		2.8	<b>“Month”</b> shall mean the calendar month and “Day” shall mean the calendar day.
		2.9	<b>“Contract”</b> shall mean the agreement signed by the Authorised representatives of GRIDCO and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by GRIDCO.
		2.10	<b>“Effective Date of the Contract”</b> shall mean the date of issue of Letter of Award for the consultancy assignment under this contract.
		2.11	<b>“Contract Period”</b> shall be 52 weeks (including 30 days for signing of contract agreement) from the date of issue of Letter of Award, and extensions, if any, thereof.
		2.12	<b>“Person”</b> shall mean and include firms, companies, corporations and associations, Joint Ventures/ Consortium or bodies of individuals, whether incorporated or not.
		2.13	<b>“Other Terms &amp; Expression”</b> Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
03.	Interpretation	3.1	In this Contract unless a contrary intention is evident:

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			<ul style="list-style-type: none"> <li>(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;</li> <li>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</li> <li>(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;</li> <li>(d) a word in the singular includes the plural and a word in the plural includes the singular;</li> <li>(e) a word imparting a gender includes other gender;</li> <li>(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;</li> <li>(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;</li> <li>(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.</li> </ul>
04.	Entire Agreement	4.1	The Contract constitutes the entire agreement between the GRIDCO and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
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.
06.	Non-waiver	6.1	<p>Subject to <b>GCC Clauses-28 and 29</b> below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
07.	Severability	7.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
08.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant and the GRIDCO shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		8.2	The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
09.	Location	9.2	The Services shall be performed in Bhubaneswar or at such location required by GRIDCO.

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10.	Effectiveness of Contract	10.1	This Contract shall come into force and effect on the date of the GRIDCOs Letter of Award of consultancy assignment.
11.	Authorized Representative s	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: <ul style="list-style-type: none"> <li>a) on behalf of the GRIDCO by .....or his designated representative;</li> <li>b) on behalf of the Consultant by ..... or his designated representative.</li> </ul>
12.	Relation between the Parties	12.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the GRIDCO and the Consultant. The Consultant, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
13.	Notices	13.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term “in writing” means communicated in written form with proof of receipt.
		13.2	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: <ul style="list-style-type: none"> <li><b>a. For GRIDCO: .....</b></li> <li>Attention: <b>Chief General Manager (PP)</b></li> <li>Postal Address:</li> <li><b>GRIDCO Ltd</b></li> <li><b>Regd. Office, Janpath</b></li> <li><b>Bhoinagar, Bhubaneswar – 751022,</b></li> <li><b>Odisha</b></li> <li>Phone:</li> <li>Facsimile:</li> <li>Email:</li> <li><b>b. For the Consultants: .....</b></li> <li>Attention:</li> <li>Postal Address:</li> <li>Phone:</li> <li>Facsimile:</li> <li>Email:</li> </ul>

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		13.3	Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.
		13.4	A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.
14.	Governing Law	14.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.
15.	Settlement of Disputes	15.1	GRIDCO and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.
		15.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to Chairman, GRIDCO who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by Chairman, GRIDCO, the same shall be governed by the provisions of arbitration and conciliation Act 1996.
16.	Commencement of Services	16.1	The Consultant, shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date").
17.	Delivery	17.1	The Delivery of services and Completion of the Related Services shall be in accordance with the <b>Scope of Services</b> specified in the <b>Section- V</b> .
		17.2	The Consultant, in relation to its deliverables, shall provide supporting data or information required by GRIDCO within the time schedule mentioned in Clause-iv of Note <b>of Scope of Services</b> .
18.	Consultant's Responsibilities	18.1	The Consultant shall provide the services mentioned in the <b>Scope of Services</b> shall be as per <b>Section-V</b> .
		18.2	The Consultant shall arrange one <b>WorkStation</b> at Bhubaneswar at its own cost for the purpose of the assignment.
19.	GRIDCO's Responsibilities	19.1	For successful completion of the assignment, GRIDCO shall provide data as available with them without prejudice. The Consultant shall bear all costs involved in the performance of its responsibilities, for the scope of the Services as per the contract.
		19.2	GRIDCO shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Consultant.
		19.3	GRIDCO may provide on Consultant's request, particulars / information / or documentation as available with them that may be required by the Consultant for proper planning and execution of Scope of Services under this contract.
20.	Contract Price	20.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
		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.	Terms of Payment	21.1	The Contract Price shall be paid in the manner specified in the <b>Section-VI</b> (Team Composition, Deployment & Payment Term). No invoice for extra work/change order on account of change order will be submitted by the Consultant unless the said extra work /change order has been authorized/approved by GRIDCO in writing.
		21.2	The Consultant's request for monthly payment shall be made to GRIDCO in writing, accompanied by Tax Invoices describing Services provided, accompanied by the documents evidencing submission and acceptance of

**RfP for Appointment of Consultancy Firm on Retainer ship Basis**

			deliverables specified in the <b>Section-V</b> . The Consultant shall submit the Tax Invoices in triplicate to GRIDCO.
		21.3	Payments shall be made promptly by GRIDCO not later than sixty (15) days after submission of an invoice along with supporting documents, subject to GRIDCO's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		21.4	Payment shall be made by GRIDCO as per the price of the Letter of Award. GRIDCO may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
22.	Taxes and Duties	22.1	The Consultant and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except GST during life of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, GST as applicable claimed by the consultant in their invoice shall be reimbursed.
		22.3	GRIDCO shall deduct TDS at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Consultant shall, within twenty (20) days of the letter of award, provide a contract Performance bank guarantee for the due performance of the Contract @10% of contract price from a scheduled bank en-cashable at Bhubaneswar only. This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit the CPBG as per the format enclosed.
		23.2	GRIDCO shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Consultant commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.
		23.4	The Performance Security shall be discharged by GRIDCO and returned to the Consultant not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract including extension thereof.
24.	Confidential Information	24.1	The Consultant and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this study has been made.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of that party;</li> <li>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
25.	Subcontracting	25.1	The Consultant shall not be permitted to sub-contract any part of its obligations under the Contract with GRIDCO.
26.	Service Quality	26.1	GRIDCO may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant shall take measures necessary to meet the specifications at no cost to GRIDCO.
27.	Liquidated Damages	27.1	Except as provided under GCC <b>Clause-27</b> , if the Consultant fails to perform any or all of the Services within the period, GRIDCO may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as

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			liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay in deliverable, up to a maximum of 5% of contract price.
28.	Force Majeure	28.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		28.2	Force Majeure shall not include: <b>a)</b> Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor <b>b)</b> Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		28.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		28.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		28.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		28.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		28.7	The decision of the GRIDCO with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant.
		28.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		28.9	Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
29.	Suspension	29.1	The GRIDCO may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.
30.	Termination	30.1	Termination of Contract for Failure to Become Effective;

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

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			Consultant shall prepare alternate plan within two calendar days. If the second plan is also rejected or equivalent authority will provide a plan for Consultant and it should be adhered by in totality.
		30.6	The Consultant and ..... or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
31.	Cessation of Rights and Obligations	31.1	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 <ul style="list-style-type: none"> <li>a) Such rights and obligations as may have accrued on the date of termination or expiration,</li> <li>b) The obligation of confidentiality set forth in Clause-24 hereof,</li> <li>c) Any right which a Party may have under the Applicable Law.</li> </ul>
32.	Cessation of Services	32.1	Upon termination of this Contract by notice to pursuant to Clause-30 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-30 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
33.	Payment upon Termination	33.1	Upon termination of this Contract pursuant to <b>Clause-30</b> hereof, GRIDCO shall make the following payments to the Consultant: <ul style="list-style-type: none"> <li>a) Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the GRIDCO.</li> <li>b) Except in the case of termination pursuant failure to perform, insolvency of the Consultant, deliberate false submission by the Consultant or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</li> </ul>
34.	Assignment	34.1	The Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.
35.	Disclaimer	35.1	GRIDCO reserves the right to share, with any consultant of its choice, any resultant Proposals, in order to secure expert opinion.
		35.2	GRIDCO reserves the right to accept or reject any proposal deemed to be in its best interest.
36.	Public Disclosure	36.1	All services/deliverables provided to GRIDCO by contractor are subject to Country and Odisha public disclosure laws such as RTI etc.
		36.2	The Consultant's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless GRIDCO first gives the Consultant its written consent.
37.	Adherence to rules regulations and restriction	37.1	Consultant shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time.
		37.2	The Consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Consultant's Team shall adhere to all security requirement/regulations of GRIDCO during the execution of the work. GRIDCO's employee also shall comply with its procedures/policy.
		37.3	The Consultant shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.



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

**SECTION-IX**

**Bidding Forms**

**FORM F/01**

**RfP Submission Sheet**

**(To be submitted on Firm's Letterhead)**

**To,  
Chief General Manager (PP)  
GRIDCO Ltd  
Regd. Office, Janpath  
Bhoinagar, Bhubaneswar – 751022,  
Odisha**

Dear Sir,

**Sub:-Appointment of Consultancy Firm on Retainership Basis.**

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

We \_\_\_\_\_ hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these 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. Liquidated Damages for delay in Completion:
- e. Deliverables:
- f. Bid Validity Period:
- g. Price Basis:

We further confirm that any deviation to the above clauses at Sl.No.(a) through(g) 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 & Date:**

**Postal Address & Tel. No.:**

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, Bhubaneswar - 751022, Odisha, India) (THE “EMPLOYER”) FOR THE EXECUTION, CONSTRUCTION AND DEVELOPMENT 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(JV/Consortium Agreement), SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INCLUDING JOINT VENTURE/CONSORTIUM AGREEMENT, INFORMATION, 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. \*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.

**Signature of Authorized Signatory:**

**Full Name:**

**Designation:**

**Company's Financial Information**  
**(To be submitted on Firm's Letterhead)**

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:

	<b>FY:2017-18</b>	<b>FY:2018-19</b>	<b>FY:2019-20</b>
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.

**Signature of Authorized Signatory:**

**Full Name:**

**Designation:**



**Company's Net worth Information**  
**(To be submitted on Firm's Letterhead)**

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

	<b>FY:2017-18</b>	<b>FY:2018-19</b>	<b>FY:2019-20</b>
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.

**Signature of Authorized Signatory:**

**Full Name:**

**Designation:**

Form F/07

**Declaration**  
(To be submitted on Firm's Letterhead)

**PROOF OF MORE THAN 100 EMPLOYEES EXISTS ON THE PAYROLL IN  
THE CONSULTING DIVISION/ BUSINESS UNIT.**

I, \_\_\_\_\_, M/s \_\_\_\_\_ hereby certify that more than 100 full time employees exist on M/s \_\_\_\_\_ payroll in the consulting division/ business unit.

**Signature of Authorized Signatory:**

**Full Name:**

**Designation:**

**PROOF OF EXPERIENCE OVER 10 YEARS**

As proof of bidder's experience of over 10 years of providing consultancy services in Indian power sector, the copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to April 2010 needs to be provided.

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

<b>Name of Assignment</b>	<b>Name of Client Organization</b>	<b>Duration of Assignment</b>	<b>Start and End Date of Assignment</b>	<b>Brief Description of Work</b>	<b>Relevant Proof Submitted (Y/N)</b>

**Project Experience**  
**(Consultancy Assignment)**

The Bidder's relevant past experience in providing Consultancy Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support & tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell should be provided as per the requirements specified for meeting eligibility criteria under Section IV.11 and Bid evaluation criteria under Section-VII-7.4.1

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

<b>Name of Assignment</b>	<b>Name of Client Organization</b>	<b>Duration of Assignment</b>	<b>Start and End Date of Assignment</b>	<b>Value of Services (Rs. Lakhs)</b>	<b>Brief Description of Work</b>	<b>Relevant Proof Submitted (Y/N)</b>

**Project Experience**  
**(Retainership Assignment)**

The Bidder's relevant past experience in providing Retainership Support to State govt agencies / utilities / SERCs / CERC / JERC in matters related to regulatory support & tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell should be provided as per the requirements specified for meeting eligibility criteria under Section IV.12 and Bid evaluation criteria under Section-VII-7.4.2

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

<b>Name of Assignment</b>	<b>Name of Client Organization</b>	<b>Duration of Assignment</b>	<b>Start and End Date of Assignment</b>	<b>Value of Services (Rs. Lakhs)</b>	<b>Brief Description of Work</b>	<b>Relevant Proof Submitted (Y/N)</b>

**Project Experience****(Retainership Support to State Owned Power Procurement Companies)**

The Bidder's relevant past experience in providing Retainership Support to State Government Owned power procurement companies (excluding power procurement cells which are not separate entities) in matters related to regulatory support & tariff filings, commercial aspects, financial management, power procurement support, demand forecasting, support to CMD Cell / Director Cell should be provided as per the requirements specified for meeting eligibility criteria under Section IV.13 and Bid evaluation criteria under Section-VII-7.4.3

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

<b>Name of Assignment</b>	<b>Name of Client Organization</b>	<b>Duration of Assignment</b>	<b>Start and End Date of Assignment</b>	<b>Value of Services (Rs. Lakhs)</b>	<b>Brief Description of Work</b>	<b>Relevant Proof Submitted (Y/N)</b>

**Project Experience****(Consultancy Support to Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities)**

The Bidder's relevant past experience in providing Consultancy Support to Department of Energy, Government of Odisha / Odisha Regulatory Commission / Other Odisha Power Entities should be provided as per the requirements specified for meeting eligibility criteria under Section IV.14 and Bid evaluation criteria under Section-VII-7.4.4

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

<b>Name of Assignment</b>	<b>Name of Client Organization</b>	<b>Duration of Assignment</b>	<b>Start and End Date of Assignment</b>	<b>Value of Services (Rs. Lakhs)</b>	<b>Brief Description of Work</b>	<b>Relevant Proof Submitted (Y/N)</b>

**FORM P-1**

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

**To,  
Chief General Manager (PP)  
GRIDCO Ltd  
Regd. Office, Janpath  
Bhoinagar, Bhubaneswar – 751022,  
Odisha**

Dear Sir,

**Sub:- Appointment of Consultancy Firm on Retainership Basis.**

**Reference No. \_\_\_\_\_**

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

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

Yours faithfully,

**Signature of Authorized Signatory:**

**Full Name:**

**Designation:**



**Price Proposal (Cost of Services)**

<b>Particulars</b>	<b>Rupees in Figures</b>	<b>Rupees In words</b>
Lump Sum Price for the services and deliverables as per the Scope of Services		
<b>Total</b>		

**Note:**

1. Price proposals will be considered based on the total Lump Sum Price quoted by the Bidder.
2. Bidders shall quote the total lump sum price for services& deliverables inclusive of all taxes and duties except GST.
3. 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.
4. The total lump sum price should include overhead/out of pocket expenses, travel, boarding, lodging, visits etc.
5. The total lump sum prices shall remain FIRM till completion of the Assignment.

**SECTION-X**

**ANNEXURE– 1**

**Contract Form**

**THIS CONTRACT** made the \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “GRIDCO”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Consultant”), of the other part:

**WHEREAS GRIDCO** invited bids for Services, viz., \_\_\_\_\_ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of Rs. \_\_\_\_\_ (hereinafter “the Contract Price”).

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
  - a) **ITB (As Enclosure - I)**
  - b) **Scope of Services(As enclosure –II)**
  - c) **General Conditions of Contract (As enclosure –III)**
  - d) **Team Composition, Deployment & Payment Term. (As enclosure –IV)**
  - e) **Accepted Price Proposal. (As Enclosure –V)**
  - f) **Letter of Award (LOA). (As enclosure –VI)**
  - g) **Contract Performance Bank Guarantee. (As enclosure –VII)**

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

3. In consideration of the payments to be made by GRIDCO to the Consultant as indicated in this Contract, the Consultant hereby covenants with GRIDCO to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. GRIDCO hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

**Signed by \_\_\_\_\_ (Authorized official of the GRIDCO)**

**Signed by \_\_\_\_\_ (for the Consultant)**

**ANNEXURE- 2**

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

**Date:**  
**Contract Name and No.:**

**To:**

**WHEREAS** \_\_\_\_\_ (hereinafter “the Consultant”) has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to take up the assignment for Electricity Demand Forecasting and Development of Power Trading Strategy for GRIDCO (hereinafter “the Contract”).

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

**AND WHEREAS** the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_, (hereinafter “the Guarantor”), have agreed to give the PMC a security:

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

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

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

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

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

Notwithstanding anything contained herein above.

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.
- ii) The Bank Guarantee shall be valid up to \_\_\_\_\_ only.
- iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter. For \_\_\_\_\_ (indicate the name of the Bank)

**N.B.:**

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

<b>In the presence of</b>	<b>1.</b>	<b>Name&amp; Address</b>	_____
		<b>Witness</b>	_____
	<b>2.</b>	<b>Name &amp; Address</b>	_____
		<b>Witness</b>	_____