



Bid Document

For

**Hiring of Manpower for
Corporate Centre
&
NLDC office
of GRID-INDIA, New Delhi.**

Version 1

Tender Ref. No. : CC/CnM/Manpower/22-23/

Tender ID: GEM/2023/B/2944574

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Power System Operation Corporation Limited (POSOCO), wherever appearing in the bid document may be read as Grid Controller of India Limited (GRID-INDIA).

Table of Contents

INTRODUCTION

SPECIAL CONDITIONS OF CONTRACT

1. Scope of the project.....	5
2. Officer-In-Charge:	10
3. Earnest Money Deposit (EMD):.....	11
4. Qualifying Requirements (QR)	11
5. Rates.....	13
6. Location.....	13
7. Payment Terms	13
8. Contract Performance Guarantee / Security Deposit:	14
9. Contract Period	15

INSTRUCTION TO BIDDERS

10. Understanding of Bid Documents:	15
11. Eligible bidders:.....	15
12. Instructions for Online Bid Submission.....	16
13. Deviations:	19
14. Qualification.....	19
15. Period of Validity of Bids	19
16. Revelation of Prices	20
17. Terms and Conditions of Bidders	20
18. Consortium/Joint Venture (JV).....	21
19. Last Date for Receipt of Bids	21
20. Late Bids	21
21. Modification and Withdrawal of Bids.....	21
22. Contacting GRID-INDIA.....	21
23. Bid Opening Process:	21
24. Evaluation of Bids	22
25. Bid form and Bid Prices (BoQ).....	24
26. Price Variation	24
27. Award Criteria.....	24
28. Quantity Variation	24
29. Tender Related Condition.....	25
30. Rejection Criteria	25
31. Fraud and Corrupt Practices	26

32. Non-solicitation	27
33. Post Bid discussions:.....	28
<u>GENERAL CONDITIONS OF CONTRACT</u>	
34. General Terms and Conditions	28
35. Mode of Payment:	29
36. Mobilization period:	29
37. Taxes and Duties	29
38. Over payments and Under payments:.....	30
39. Liquidated Damages	30
40. Confidentiality:	31
41. Premature Termination of Contract:	31
42. Cancellation of contract in full or in part:	32
43. Statutory & Other Responsibilities of the Bidder/Seller	32
44. Safety of Personnel:.....	42
45. Insurance:.....	42
46. Force Majeure:.....	43
47. Limitation of Liability:.....	43
48. Rights of the Owner:.....	43
49. Risk and Cost:.....	43
50. Arbitration:	43
51. Observance of Labour Laws:	44
52. Change in Laws and Regulations	44
53. Signing of Agreement	44
54. Signing of Integrity Pact.....	44
Annexure-A.....	46
Annexure-B	48
Annexure-C	49
Annexure-D.....	51
Annexure-E	53
Annexure-G.....	55
Annexure-H.....	60
Annexure-I	64
Annexure-J.....	79
Annexure-K	82

INTRODUCTION

Grid Controller of India Limited (GRID-INDIA) {Formerly known as “Power System Operation Corporation Limited” (POSOCO)}, hereinafter referred as “Owner”, is a Govt. of India Enterprise which is established to ensure Integrated Operation of Regional and National Power Systems to facilitate the transfer of electric power within and across the regions and trans-national exchange of power with Reliability, Security and Economy.

GRID-INDIA has its registered office at First Floor, B-9, Qutab Institutional Area, Katwaria Sarai, NewDelhi-110016. GRID-INDIA is assigned to take up the role of the Independent System Operator (ISO) in Indian power sector. GRID-INDIA comprises the Corporate Centre and its Load Dispatch Centres comprising National Load Dispatch Centre at Delhi, Back-up National Load Dispatch Centre at Kolkata and Five Regional Load Dispatch Centres located across India.

SPECIAL CONDITIONS OF CONTRACT

1. Scope of the project

Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi.

The work of “Engaging Agency for providing various service like Office helping, Data Entry, Drivers, Electricians & other Allied services at NLDC & CC GRID-INDIA office(s) located in Delhi” shall include operations for Electrical maintenance, Drivers, Housekeeping and various services for upkeeping of office records and entry of data including helping services in day to day office activities in National Load Dispatch Centre at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 and Corporate office at IFCI building, 8th and 9th floor, Nehru Place New Delhi.

The List of Manpower to be deployed under the contract along with Required Qualification is as under:

S. No.	Manpower & Designation	No. Required	Educational Qualification	Category for Wages
1.	Data Entry Operator	11	Graduate	Skilled
2.	Electrician	2	ITI certification in electrical trade	Skilled
3.	Office Attendants (on Shift duty)	4	Matriculate with knowledge of English & Hindi	Semi-skilled
4.	Office Attendants (General Shift)	12	Matriculate with knowledge of English & Hindi	Semi-skilled
5.	Housekeeping	5	4 male & 1 female staff	Unskilled
6.	Driver CMD and Directors- 5 Executive Director – 3 Vigilance department - 1 Pool vehicle – 1 NLDC Control Room Vehicle - 1	11	Matriculate knowledge of Traffic rules in Delhi (valid Driving License of Light Motor Vehicle)	Skilled
	Total Manpower	45		

The Main Scope of Work for the above listed Manpower is divided into following activities:

(A) Data Entry Services :

GRID-INDIA is knowledge based organisation and handles data in large amount and various information on daily basis. This data is sensitive in nature and requires day to day upkeep of records in digital form as well as in hard copies. These services shall be required in various departments at National load dispatch centre, Katwaria Sarai, as well as Corporate Centre, Nehru Place New Delhi. The person deployed for these services should have a good knowledge of English/Hindi Language with minimum qualification of graduation level from a recognized university.

(B) Electrical maintenance :

To operate and maintain the internal and external lighting of the building including replacement of Fuse, Light Fittings, damage Wires, Cables, Switches, providing New Points etc. and to ensure power supply to all Electrical System installed in the Building, the skilled services for Electrical works round the clock shall be required. Repair of all the electrical equipment in connection with supply of electricity is responsibility of contractor. However, spares/ material for electrical works (except tools) shall be provided by GRID-INDIA. The manpower deployed for these operations should have at least ITI Certification in Electrical trade with good knowledge of electrical works.

(C) Office Helping Services (Office Attendants) :

GRID-INDIA is 24x7 work environment and mission critical activity where Control room is manned round the clock at B-9 Qutab Institutional Area, Katwaria Sarai, New Delhi-16. Besides this one Control Room at National Power Monitoring Centre, at Sharam Shakti Bhawan, 1, Rafi Marg New Delhi is also manned where Services of office helpers are required in shifts during 8.00 a.m to 8.00p.m and no extra charges for conveyance shall be paid. In General Shift, services of office helpers are required from 9.00a.m to 5.30p.m with lunch break of half an hour from 1.00 to 1.30p.m. These services shall also be required in various departments at NLDC and Corporate Centre, Nehru Place, New Delhi. These services also include taking out of photo copy print outs, manually delivery of papers and other logistic services etc. The persons deployed for these operations should have at **least Matriculate from a recognized board** having knowledge of English and Hindi. GRID-INDIA has the liberty to increase/decrease the number of Operations/departments where services are to given by contractor.

(D) Housekeeping Staff :

GRID-INDIA requires Housekeeping staff for day to day maintenance activities in Corporate office at IFCI building, 8th and 9th floor, Nehru Place New Delhi. The services of Housekeeping staff are required during 8.00 a.m to 5.30p.m with lunch break of half an hour from 1.00 to 1.30p.m. These services shall also be required in various departments at Corporate Centre, Nehru Place, New Delhi. These services also include cleaning & general maintenance of Office Premises which shall not be limited to cleaning service only. GRID-INDIA has the liberty to increase/decrease the number of Operations/departments where services are to given by contractor.

(E) Drivers for Vehicles :

The Scope of work in brief shall include deployment of Drivers from the agency as per requirement as directed by Officer-In-Charge for company provided Vehicles at our offices

located at Nehru Place and Katwaria Sarai. Drivers being deployed by contractor at various locations shall be on contractor's regular roll and not on contract basis and shall comply with contract Labour (regulation and Abolition) Act, 1970 and its rules made their under and all necessary statutory compliances shall be done by the contractor. Further all the Drivers deployed shall be properly trained on all aspects of driving matters, shall be experienced, educated, physically, mentally and medically fit. The personnel to be deployed as drivers shall preferably be below the age of 50 years. The personnel posted by the agency shall not be treated as GRID-INDIA's employee in any circumstances. The terms & conditions applicable for Hiring of Drivers is as under:

- i. The drivers to be deployed shall be in proper uniform along with Mobile and have the valid driving license as per Motor Vehicle act and shall have qualification of minimum eight standard pass. Further, the drivers shall abide by the rules laid down by Transport Authority or any Authority relevant to the subject and shall always strictly follow the traffic rules and regulations so as to ensure safety of the passenger.
- ii. The drivers to be deployed shall be well behaved, well conversant with the major areas of NCR, have a good understanding of Hindi Communication as well as knowledge of maintenance of the Vehicle etc.
- iii. No accommodation shall be provided by GRID-INDIA to the drivers.
- iv. In case of accident while the driver is driving vehicle provided by GRID-INDIA. The driver will promptly inform GRID-INDIA and also the Service Provider. The Service Provider shall be solely responsible for death, injury or any loss to the driver. Subject to the Limit of Liability offered by national insurance companies, the Service Provider shall indemnify GRID-INDIA against any loss or damage claimed by any third party and/or their property, which may arise due to any wrongful act or gross negligence on the part of the Service Provider Drivers out of and in the course of his engagement by GRID-INDIA and performance of the Services by the Service Provider.
GRID-INDIA shall be responsible for any settlement of claim of insurance amount for repair, replacement, etc. of the vehicle with the respective insurance Company. Wherever required, the contractor shall extend assistance for the same.
- v. The penalties clause shall be as follow:
 - (i) The deployed drivers shall be responsible for any theft/loss/damage of company's vehicle property, which takes place due to negligence and / or carelessness of the drivers /personnel deployed as driver by the agency & the maximum limit of penalties to the driver shall be as follows:
 - a. Upto a damage of ₹ 25000/- to the vehicles due to negligence or carelessness of the driver – ₹ 1000/-.
 - b. Upto a damage of ₹ 25000/- to ₹ 50,000/- the vehicle due to negligence or carelessness of the driver – ₹ 1500/-.
 - c. Damage above ₹ 50000/- to the vehicle due to negligence or carelessness or the driver – ₹ 2500/-.
 - (ii) If the drivers report late (beyond 30 minutes) from the scheduled time, a penalty or ¼ of their per day remuneration for all such instances, shall be deducted from their respective monthly salary. This amount shall change in case of variation of Basic wages notified by Delhi Govt.
- vi. Duty hours of drivers will be 10 hours daily for 26 days. Night Charges after 2230 hours will be ₹ 300/-.
- vii. Within the GRID-INDIA's premises, the agency's Drivers shall not do any private work other than their normal duties.
- viii. The driver shall be responsible for payment of Toll Tax, Parking charges, State Entry, Passenger Tax, Permits (other than Delhi/NCR) etc. All expenses incurred towards the same shall be paid as per actuals on submission of documentary evidence.

(G) Other Terms & Conditions :

1. The scope of work indicated above is only brief and not exhaustive. Necessary instructions as per requirement during the actual execution of the contract shall be issued by the Officer-In-Charge from time to time and the agency shall provide services in accordance with the instruction.
2. GRID-INDIA also reserves the right to ask the agency (service Provider) to remove particular person (s) from site with immediate effect if in the opinion of GRID-INDIA his behavior/performance is not up to the mark and or found indulging in unlawful activities. Agency shall immediately comply with such instructions.
3. The work shall be carried out as per procedure and as per direction & satisfaction of Officer-In-Charge.
4. No other person except agency's authorized representative shall be allowed to enter GRID-INDIA's premises. Service Provider shall also not entertain any outside or extend any service beyond GRID-INDIA premises.
5. The agency shall be directly responsible for any/all disputes arising between him and his personnel and keep GRID-INDIA indemnified against all loses, damages and claims arising thereof.
6. The personnel engaged by Agency shall be subject to security check by the GRID-INDIA security staff while entering/leaving the premises.
7. The agency shall be solely responsible for payment for payment of wages/salaries and allowances to his personnel that might become applicable under any new Act or order of Government and GRID-INDIA shall have no liability whatsoever in this regard.
8. The agency shall be fully responsible for wrongful acts, negligence or any mischievous deeds by his staff.
9. The agency shall submit names of personnel employed by them for the subject work to the Engineer –in Charge of GRID-INDIA located at IFCI Building, Nehru Place, New Delhi mentioning their respective qualifications, experience and residential address. In case of any revision, the same shall be informed to GRID-INDIA from time to time during currency of the contract.
10. The agency shall in no case appoint caretaker for the services.
11. **Rider's conveyance charges & Shift duty allowance:** The contractor will provide services for delivery of packets in NLDC, NPMC and other places within NCR as and when required as directed by Engineer Incharge or his representative. A lumpsum charges @ Rs. 150/- per trip has been taken in BOQ for entire period of contract. These charges alongwith contractor's profit/service charges shall be paid by GRID-INDIA to contractor on monthly basis and the contractor has to pay @Rs. 150/- per trip (i.e. excluding service charges) to the contract employee with the salary as conveyance reimbursement who has perform the same. The contractor will submit his employees wise no. of trips duly verified from the GRID-INDIA employees with the monthly bill and payment for the same shall be released accordingly. Rs

300/- (Three Hundred) per night operation shall be paid extra by GRID-INDIA to contractor which will be passed on by him to concern manpower who has performed in the night.

- 12. Uniform and washing allowance:** Contractor will pay washing allowance @ 1% of minimum wages/month subject to minimum of Rs 200/- per month to his every employee.
- 13. Overhead Charges:** Overhead charges as shown in Analysis of rates for BOQ are to meet out expenses for workmen compensation policy, Medical Health check-up of every employ at least once in every six months and Police verification etc. of every employee once at the time of start of work/deployment of employee.
- 14. Removal of Contractor's employees:** The Contractor shall employ in and about the execution for works only such persons as are skilled and experienced in their trades and submit the list of Employees so employed and the Officer-In-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor who in the opinion of the Officer-In-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Officer-In-Charge. Contractor is responsible to verify the credential of the employees employed on the work.
- 15. Work during Saturdays and holidays:** In general, the duties in general shift are from 9.00a.m. to 5.30p.m except shift duties. In view of five day working in a week in Delhi, generally the office is observed five days in a week. Due to visit of VIPs and other exigencies, operations may also be carried out on Saturdays and holidays also and the contractor will not deny to perform operation on Saturdays/holidays for which "No extra payment shall be made by GRID-INDIA."
- 16. Leave:**
 - a. Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc. The contractor has to adhere these rules too if required during the course of contract and GRID-INDIA will take care for the same.
 - b. Privilege Leave and Sick/casual leave:** The contractors/employers have to comply the provisions of leave and other welfare measures legally binding for engagement of workers in their establishment. However, a provision has been kept in BOQ for 15 days privilege leave and 12 days casual/sick leave per year as per Department of Social Welfare, Govt. of National Capital Territory, New Delhi vide their letter letter no. F10(115)/DSW/Admn-II/Misc-WO/2015/9695-9740 dated 5.7.2016. Cost reflexion, if any, due to change in this provision may also be included in service charges while quoting the same. If the contractor fails to provide paid leave, POSOCO has liberty to recover the amount on account of leave with penalties from the bills of contractor and the same will be disbursed directly to concern employee. The contractor has to provide substitute in place of his employee on leave otherwise the same will be treated as non-performance of operation.
- 17. Medical Insurance for manpower with wages above ₹ 21,000/-:** If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923 or any other requirement as per the policy of Government of India in vogue. In addition to the same, for medical treatment, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, provide medical insurance (with benefit upto ₹ 5 Lacs) to personnel deployed, along with spouse & upto 2 children under the contract for medical treatment.

The medical insurance of deployed manpower shall be ensured by the contractor during the tenancy of contract with preference to ESI. However, due to change in ESI/wage revision, if any manpower is left uncovered under ESI, medical insurance as brought out above shall be provided by the contractor which shall be reimbursed by GRID-INDIA on production of documentary evidence. Bidder shall furnish copy of Insurance policy, as and when sought by the Employer during the tenancy of the contract.

18. Payment of Monthly Wages: Contractor shall release wages/Salary to its personnel deployed at GRID-INDIA through ECS/ RTGS only, by 7th of every month irrespective of the payment received from GRID-INDIA. In case 7th day being a holiday wages should be paid on the preceding working day of the month.

19. Recognition of Prior Learning under Skill India: The deployed Manpower shall be certified skilled workforce through Recognition of Prior Learning (RPL) under Ministry of Skill Development and Entrepreneurship OR they should be formally certified through Recognition of Prior Learning (RPL) under Ministry of Skill Development and Entrepreneurship within two months from the date of commencement of deployment of manpower under the contract at contractors own cost. The contractor shall submit an undertaking on their Letterhead to this effect. GRID-INDIA shall not reimburse any amount towards the same.

2. Officer-In-Charge:

For supervision & coordination of the above job, Sr. Dy. General Manager (HR) or his Authorized Representative(s) shall be the Officer-In-Charge.

1. Contractor's supervision and subletting of contract

The contractor shall either himself supervise the execution of works or shall appoint a competent agent approved by the Officer-in-charge. If the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense employ as his accredited agent an engineer/supervisor approved by the Officer-in-charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Officer-in-charge, the Officer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed. **Contractor shall not sublet the contract or any portion of the contract without prior written approval of Officer-in-charge.**

2. Inspection and Approval

The Engr.-in-charge or his representative shall have full powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

3. Duties and Powers of Officer-In-Charge's representative

- 3.1 The representative of the Officer-In-Charge can inspect the works and to test and examine any materials to be used by employed workers in connection with the Works.
- 3.2 The Officer-In-Charge may from time to time in writing delegate to the representative any of the powers and authorities vested in the Officer-In-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities.

- 3.3 If the contractor shall be dissatisfied with any decision of representative of the Officer-In-Charge, he shall be entitled to refer the matter to the Officer-In-Charge who shall thereupon confirm reverse or vary such decision, if required to be done, after reviewing/examining the decision of his representatives.

3. Earnest Money Deposit (EMD):

EMD for the subject package is waived off in view of Gol directive. Bidders are required to submit bid security declaration in attached format along with MSME certificate in their bid, failing which their bids shall be considered as non-responsive. *All interested bidders are required to submit the Bid Security Declaration as per the attached format at Annexure-C of this document.*

4. Qualifying Requirements (QR)

Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified in Part-A below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bidder shall also be required to furnish the information specified in Part-B in their Bid.

Technical experience and financial resources of any proposed subcontractor(s) shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm. At any stage of evaluation if any shortcoming/ discrepancy/ deficiency is observed in the documents/ details submitted by the bidder and or it is observed that the bidder is not meeting the stipulated QR, respective bid shall be summarily be rejected

The Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include:

- i) Document verification
- ii) Bidder's works visit (if required),
- iii) Copy of LOA (work order)
- iv) Completion certificate
- v) Details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work;
- vi) Details of plant and machinery, manpower and financial resources;
- vii) Details of quality systems in place
- viii) Litigation History
- ix) Past experience and performance
- x) customer feedback
- xi) Banker's feedback etc.

Employer reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

PART-A: QUALIFICATION CRITERIA

1. The bidder shall be a MSE since this Procurement is reserved for MSE bidders only.
2. The registered office or one of the branch offices of bidder should be located either in Delhi or NCR.
3. The Minimum Average Annual Turnover (MAAT) of the bidder for best three (03) financial years out of last five (05) financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) shall be

at least INR 244 Lakhs (After considering relaxation in Annual Turnover by 20 % for MSE bidders as per Gol guidelines i.e. 80% of INR 305 Lakhs).

*In case the date of constitution/incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria."

4. The bidder must have experience of at least three similar projects for Manpower Services, in any Government Department / PSU / public listed company within India, in last 5 Years, from the date of original bid opening. Bidder should submit copies of LOA & completion certificate/Proof of payment in this regard.
 - a) Three successfully completed work where value of each work is not less than ₹ 244 Lakhs.
OR
 - b) Two successfully completed work where value of each work is not less than ₹ 305 Lakhs.
OR
 - c) One successfully completed work where value of work is not less than ₹ 489 Lakhs.

PART-B: GENERAL

1. In case, bidder is a holding company, the technical and financial experience referred herein above shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the experiences shall be of that subsidiary company only (i.e., excluding its holding company).
2. Following documents shall be submitted by the bidder:
 - i) Copy of PAN Card/ GST Registration.
 - ii) Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
 - iii) Undertaking on the letter-head of the company pertaining to 'No dues' towards any Government Company/PSU/ Govt. Undertaking towards.
 - iv) Undertaking on the letter-head of the company stating that company is not debarred or blacklisted from any Government Company/PSU/Govt. Undertaking.
3. GRID-INDIA, reserves the right to relax/waive-off minor deviations with respect to QR as stipulated above, the decision of GRID-INDIA in this regard shall be final & binding on bidders.
4. Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include:
 - i) Document verification
 - ii) Details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
 - iii) Details of Technical Expertise and Technical Manpower and Financial resources
 - iv) Details of quality systems in place
 - v) Past experience and performance
 - vi) Customer feedback
 - vii) Banker's feedback etc.

5. Rates

Firm and Fixed during the entire duration of the contract without any price variation on any account whatsoever.

6. Location

1. Corporate Centre, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.
2. National Load Dispatch Centre at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.

Apart from above, the manpower may be deployed at any other locations within Delhi/NCR as per the instruction of Officer-In-Charge.

7. Payment Terms

- a) Monthly Bills along with all details of attendance sheet /Logbook maintained by the contractor shall be mandatorily uploaded on TReDS platform on monthly basis, along with submission of hard copy to Officer-In-Charge.
- b) For smooth facilitation of payment to MSE bidders, GRID-INDIA is registered on following TReDS platforms:
 - i. A-TReDS (www.invoicemart.com)
 - ii. RXIL (<https://www.rxil.in/>)
- c) MSE Bidders are required to register on any of the above platforms, upload their invoice for payment on the said platform & also submit a physical copy of the uploaded invoice to the Officer-In-Charge.
- d) Upon validation of amount payable against the uploaded invoice by Officer-In-Charge; MSE bidder shall be presented with an option for creating factoring unit:
 - i. If “YES” is opted by the contractor, the factored payment (after deduction of transaction and other applicable charges, if any) shall be paid by the financier/TReDS portal within the period as per the portal procedure.
 - ii. If “NO” is opted by the contractor, 100% (Hundred Percent) payment shall be released by GRID-INDIA for the actual operations performed as per contract/ instructions of Officer-In-Charge or his authorized representative. This payment shall be released through Electronic payment mechanism (E-Payment) in favour of Contractor within 21 days of opting “NO” by the contractor on TReDS platform & intimation of the same to Officer-In-Charge.
- e) **Validation of Invoice:** The invoice submitted by the contractor shall be verified by the Officer-in-Charge within 07 working days from the date of uploading of invoice in TReDS portal. After verification, the Officer-in-charge may “Accept or Reject” the invoice in TReDS portal. If accepted, the bidder shall be presented with an option for creating factoring unit as mentioned above at Para (d). If Rejected, the Contractor shall be required to re-submit the invoice after due corrections.
- f) **Documents to be submitted along with Invoice:** The Contractor shall submit monthly bill within 7 days after the expiry of the month for due amount along with the certificates of
 - i. Actual operations carried out duly certified by Engineer –in –charge;
 - ii. Actual deployment of personnel as per deployment schedule as agreed upon during post bid discussions & their attendance;

- iii. Proof of the payment by Contractor to its employed personnel for that month through ECS/ RTGS only and
- iv. Challan/ receipt for deposit of PF, ESI and GST with concern authorities and certificate towards compliance of other statutory provisions for the previous months as per Annexure -AA along with copy of Form 12A submitted by him to the PF authority and Form 5, i.e. Return of ESI contribution.

However, with the bill for the first two months, certificates mentioned at (iii) & (iv) above shall not be applicable. Contractor has to deduct and submit PF and ESI compulsorily for all the employees deployed by him irrespective of statutory requirements (i.e. even if total No. of employees deployed by him are less than 20).

- g) Contractor shall obtain PF/ESI code for himself and all of his employees for deposit of the contributions. He must ensure that all his employees are made available annual PF statement and ESI card wherever applicable, failing which payment due to him shall be withheld.
- h) GRID-INDIA may verify from EPF/ESI authorities, the details/ status of payment made by the Contractor, before making payment of the last bill of the Contractor. In case, the information furnished by the Contractor is found to be incorrect, GRID-INDIA shall take appropriate action against the contractor.
- i) The Contractor shall promptly make payment to Regional Provident Fund commissioner in respect of Provident Fund Contribution of Contractor and the amount deducted from salary/wages of deployed personnel towards their contributions to Provident Fund. Contractor shall obtain provident fund account for himself as well as for individual employees for remittance/deposit of PF deductions. Further. Contractor shall fulfill all other statutory requirements.
- j) Payment will be made as per work executed i.e. numbers of operations performed and contractor will have no right to claim the complete BOQ.
- k) The payment shall be regulated as per accepted rate only. Contractor shall not be entitled to any extra payment compensation or remuneration relating to work done during unfavorable weather or relating to any special arrangements made to complete the work as per the schedule of items.
- l) No extra payment shall be made to the Contractor for working on holidays and during odd hours.
- m) **Taxes & Duties:** Taxes & duties shall be paid as per applicable GoI directives. GST, Income Tax etc. shall be deducted at source. In addition to this, TDS on GST shall also be deducted as per GST act.
- n) **Miscellaneous Expenses:**
 - i. All expenses incurred towards payment of Toll Tax, Parking charges, State Entry, Passenger Tax, Permits (other than Delhi/NCR) etc. shall be paid as per actuals on submission of documentary evidence.
 - ii. Payment of Medical insurance, if any, as brought out at Para 1.(G).17 above shall be reimbursed on production of documentary evidence

8. Contract Performance Guarantee / Security Deposit:

The successful bidder shall be required to furnish a Contract Performance Guarantee as a Security Deposit (within 15 days from the date of LOA) for faithful performance of the contract from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of

capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A + (A plus) or equivalent by reputed rating Bidder/Seller in the format enclosed at **Annexure-D**, in favor of the owner within 15 days from the date of LOA. The Contract Performance Guarantee must be irrevocable operative.

The contract performance guarantee for the contract shall be 3% of total contract value and shall be furnished within 15 days from the date of placement of order and shall be kept valid for a period of 90 days after the end of contract period. If the CPG is not furnished by the successful bidder, the Security Deposit will be recovered from the payment against the bill raised. The SD shall continue to be deducted till the deducted amount reaches 3 % of contract price. The amount of Security Deposit will be released after 90 days from the date of successful completion of contract period.

9. Contract Period

The effective date of the contract will be after completion of the mobilization period, i.e., 15 (Fifteen) days from the date of issue of Telegraphic/FAX LOA/ Letter of award. The period of Contract shall be 03 (Three) years. If Services provided by contractor are found to be satisfactory, the contract can be extended for a further period of (02) Two Years on same rates, terms and conditions. However, this will be the sole prerogative of GRID-INDIA and Contractor will have no right to ask for extension.

INSTRUCTION TO BIDDERS

10. Understanding of Bid Documents:

The bidder is required to carefully examine the bid documents and fully understand the implications of the conditions and matters which may in any way affect the works or the cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work/equipment and ascertain for himself site/equipment conditions, facilities available and other aspects before quoting for the work. Any claims by the successful bidder at a later date on account of his failure to comply with the above instructions will not be entertained.

11. Eligible bidders:

- 1 This Invitation for Bids, issued by the Employer is open to all Micro and Small Enterprises (MSEs) bidders registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises under MSME act with valid Udyam Registration incorporated in India and those bidders with whom business is banned by the Employer.
- 2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or

- (d) they have a relationship with each other, directly or through common third parties, that puts the m in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure – A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or
 - (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
- 3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
- 4 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5 A bidder shall be debarred if he has been convicted of an offence:
- (a) under the Prevention of Corruption Act 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- A bidder debarred under as brought out above or any successor of the bidder shall not be eligible to participate in procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

12. Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this bid document has been published on the Government e-Marketplace Portal (URL: <https://GeM.gov.in/>). The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in preparing their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/support/sellers/?lang=english>.

A. Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Government e-Marketplace Portal (URL: <https://mkp.gem.gov.in/registration/signup#!/seller>) by clicking on the link “**CREATE YOUR ORGANISATION SELLER ACCOUNT**” on the Portal, free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.

B. Searching For Bid Documents

- 1) There are various search options built in the GeM Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid/RA details, Ministry/Organization, Consignee Location etc. to search for a bid published on the GeM Portal.
- 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective 'My Bids' folder. This would enable the GeM Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 3) The bidder should make a note of the unique Bid Number assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

C. Preparation of Bids

- 1) Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- 2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

D. Submission of Bids

- a. Online bids (complete in all respect) must be uploaded on <https://gem.gov.in/>.
- b. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. Bidder should prepare the EMD as per the instructions specified in the bid document. They should prepare & submit the bid security declaration as per the format on their letter head duly signed by their competent authority. Otherwise, the uploaded bid will be considered as non-responsive.
- d. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- e. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f. Bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid, certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- g. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.

- h. GRID-INDIA will NOT be responsible for any delay on the part of the bidder in obtaining/downloading the terms and conditions of the bid notice or submission/uploading of the bids.
- i. **Bidder should prepare the Integrity Pact as per the instructions specified in the tender document. The original should be posted / couriered / given in person so that it reaches to the Tender Processing Section [61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi – 110 019], before scheduled date and time of opening of bid [First Envelope] or as specified in the tender documents. Other than above, the bids/offers submitted in hard copy/by telegram/ fax/ E-mail etc. shall NOT be considered/shall be treated as non-responsive. No correspondence will be entertained on this matter.**
- j. Conditional bids shall NOT be accepted on any ground and shall be rejected straightway.
- k. If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held).
- l. Bidder shall furnish a compliance statement (Point-wise) of the QR with the Technical Bid. Bidder shall also furnish compliance statement of minimum technical requirement specified in technical specification.
- m. Bid process will be over after the issue of Purchase order /LOA to the selected bidder(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by GRID-INDIA in the public domain. Competent Authority in GRID-INDIA may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
- n. The online bid submission does not mean that the bidder has been automatically considered qualified.
- o. Submission of bid by a Bidder implies that he has read this notice and all other bid documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the work. No claim for financial adjustment to the contract awarded under these specification and documents will be entertained by GRID-INDIA. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by GRID-INDIA, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- p. GRID-INDIA does not bind themselves to accept the lowest or any bid or to give any reason for their decision.

E. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

F. Format of Bid

The Bid shall be submitted **online** in Two part, viz., technical bid and price bid.

Technical Bid: The bid prepared by the Bidder shall comprise of the following covers (to be uploaded at GeM portal as individual files):

Cover 1 (Eligibility Criteria) : The Eligibility Criteria document shall comprise of the following:

- i) Scanned copy of Bid Security Declaration. **{Hard-Copy of Bid-Security Declaration, duly signed & stamped shall be submitted in Original before the date of submission of bids}**
- i) Scanned copy of duly filled Bid Form and Attachments.
- ii) Form E.1: Eligibility Criteria Cover Letter.
- iii) Form E.2: Turnover Certificate
- iv) Form E.3: Conflict of Interest declaration
- v) Form E.4: Declaration of Compliance of Order
- vi) Form E.5: Power of Attorney executed in favour of the Authorized Signatory
- vii) Form E.5: Scanned Copy of Integrity Pact *{Two Copies of (in Hard-Copy) Integrity Pact duly signed & stamped on each page shall be submitted in Original before the date of submission of bids}*.

Cover 2 (Technical Bid) : The technical bid shall include the following :

- i) Form T.1: Technical Bid Cover Letter (Company Letter head)
- ii) Form T.2: Project Citation
- iii) Scanned copy of statement of compliance to Scope of work.
- iv) Scanned copy of Bid Acceptance Letter (**Annexure-E**).
- v) Scanned copy of supporting documents in support of Qualification Requirements.
- vi) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.

Price Bid: To be filled in the portal. Bidders are required to quote for the complete scope of the work in terms of Service charge/ profit only in % (percentage) upto two decimal places.

13. Deviations:

The attention of the bidders is drawn to the provisions regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bids containing deviations from the provisions of bidding document will be considered as non-responsive.

Bidder would be required to comply with all requirements of the Bidding Documents.

14. Qualification

The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Qualification Requirement as specified in the Bidding Documents** to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.

The determination will take into account the Bidder's capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate inter-alia including assessment of bidder.

An affirmative determination will be a prerequisite for the Owner to evaluate the First Envelope/First Cover of the Bidder and open the Second Cover/Price Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

15. Period of Validity of Bids

Bids shall remain valid for a period of 06 (Six) months after the date of opening of First Envelope. A bid valid for a shorter period may be rejected by GRID-INDIA as non-responsive.

16. Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

17. Terms and Conditions of Bidders

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under;
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: -

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent (25%) of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

18. Consortium/Joint Venture (JV)

Consortium/JV are not allowed.

19. Last Date for Receipt of Bids

Bids shall be submitted by the bidder no later than the time and date specified in GeM portal.

GRID-INDIA may, at its discretion, extend the last date for submission of bids by amending the RFP, in which case all rights and obligations of GRID-INDIA and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

20. Late Bids

Any bid submitted by the bidder after the last date and time for submission of bids pursuant to the time and date specified in GeM portal, shall be rejected.

21. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall be declared a “defaulting bidder”. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and GRID-INDIA reserves right to blacklist / debar such bidder(s) for next 3 years from participating in any GRID-INDIA tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

22. Contacting GRID-INDIA

No Bidder shall contact GRID-INDIA on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence GRID-INDIA in bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder’s bid.

23. Bid Opening Process:

- a. On line bids (Complete in all respect) will be opened online. **Bids opened without receipt of Bid-Security Declaration & Integrity Pact (in Hard Copy) & relevant documents for meeting**

the Qualifying & Technical requirement within the scheduled time and date for opening of technical bid/while seeking clarification to the bid may be treated as non-responsive.

- b. A duly constituted committee will evaluate First Envelope submitted by Bidders.
- c. First Envelope bids of only those bidders, whose bids are declared eligible by the committee, will only be evaluated.
- d. Financial bids of only those bidders, whose bids found technically qualified, by Technical Evaluation Committee, will be opened online in the presence of Bidder/Seller's representative with the Bid Acknowledgement Receipt, if available for further evaluation or they can view the bid opening event online at their remote end.

24. Evaluation of Bids

1. **Technical Evaluation Process of first part of Bid:** GRID-INDIA will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or found not meeting Qualifying Requirements (QR) or other criteria specified in the Bidding Documents will be rejected and not included for further consideration.

GRID-INDIA will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders taking into account the following factors:

- i. Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.
- ii. The examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for evaluation. This shall, however, be subject to assessment that may be carried out, if required, by GRID-INDIA.
- iii. Any other relevant factors that GRID-INDIA deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.
- iv. Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

During bid evaluation, GRID-INDIA may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents required to be submitted by the Bidder including submission of Bid Security Declaration & Integrity Pact in Original as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

GRID-INDIA will also review the complete technical bids offered by the Bidder to determine whether such bid is acceptable for a Second Part bid opening and evaluation.

2. **Commercial evaluation of Second Part of Bid (Financial Bid):** The financial bids of only those bidders shortlisted from Technical bids will be opened online on a specified date and time on the portal and the same shall be evaluated by the duly constituted Bid Committee. The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. Such Bidders shall be intimated

by GeM portal & E-mail about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. A negative determination of the bids, shall be notified by the GeM portal to such Bidders and the bid security submitted by them shall be returned by GRID-INDIA. GRID-INDIA will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- a) Total estimated cost (excluding contractor profit and GST) has been indicated in the Price schedule. Bidders are required to quote for the complete scope of the work in terms of Service charge/ profit only in % (percentage) upto two decimal places. Bids for individual items or incomplete scope shall be treated as incomplete and are liable to be rejected.
- b) For evaluation purpose the % value of the Service charge quoted by the bidder shall be considered from the figure quoted by the bidder.
- c) Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.
- d) The bidder shall indicate the prices of consumables (if any) including overheads and applicable taxes and duties thereon. No amount shall be payable on account of any taxes and duties other than GST which shall be reimbursed against documentary evidence.
- e) For arriving at rupee value, the % values quoted by the bidder shall not be rounded off and only two decimal places shall be considered from the figure quoted by the bidder. However, rupee value arrived at shall be rounded up to two decimal places. Based on above, the award shall be recommended on the lowest evaluated bidder.
- f) In case a bidder is already executing two running manpower based contracts at the same station/ office as on the originally scheduled date of bid opening, the bidder shall not be considered for third award and the price bid submitted by the bidder shall not be opened in case of Single Stage Two Envelope bidding procedure. In case tender of Single Stage Single Envelope bidding, the bidder already executing two contracts at the same location as on the originally scheduled date of bid opening, shall not be considered for award even if it is found to be the lowest bidder.
- g) In case it is found that quoted Service Charge in Percentage of two or more bidders are same, then the contract shall be awarded on the bidder as selected by the GeM portal through the GeM GTC/ GeM portal's tie breaker algorithm.
- h) Deviation from the bidding provisions is not allowed and may result in rejection.**
- i) Bids shall be evaluated on the basis of Total bid price (including taxes, duties & levies) for the entire scope of work after consideration of Service Charge, cost of consumables (if any) and GST quoted by the bidders converted to rupee value. For arriving at rupee value the % values upto two decimal places (without rounding off) as quoted by the bidders shall be taken into account. However, total bid price shall be rounded off to two decimal places.
- j) The prices of all such item(s) against which Bidder has not quoted rates/amount (viz., items left blank or against which '-', 'Nil' or 'N.A.' is indicated) in the schedules will be deemed to have been included in other item(s).

- k) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid guarantee forfeited.
- l) The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.
- m) The Owner's evaluation of a bid, in addition to the total price as referred above, will take into account "Cost compensation for deviations/ Cost of withdrawal of deviations" which will be added to bid price using pricing information available to the Owner.
- n) The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. All decisions by GRID-INDIA on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

25. Bid form and Bid Prices (BoQ)

Under the Bill of Quantity (BoQ) **Annexure-A**, Bidder shall quote for the complete scope of the work in terms of Service charge/ profit only in % (percentage) upto two decimal places. Minimum ceiling for Service charge/ profit is 0.85% as per the provisions of GeM portal. Subject Contract is for Bid prices in terms of Minimum wages to the hired Man-power. However, the bid prices shall be recalculated based on the number of operations. The calculation of number of operations in 3 years is attached as **Annexure-B**.

26. Price Variation

Not Applicable.

27. Award Criteria

The Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

After the award of contract, successful Bidder/Seller shall execute contract agreement with Owner in specified format.

28. Quantity Variation

The services to be taken from contractor has been indicated in the bidding documents. However, number of department where services are to be provided by contractor may be increased or decreased depending upon the exigencies of the services required, giving seven days notice to agency. The agency shall have to provide any increased services for required duration. The payment for increased services shall be regulated proportionately as per BOQ in line with the specified payment terms and unit rates.

The overall limit of quantity variation in the contract shall be limited to $\pm 25\%$ of the contract price and there will not be any variation limit for individual items. However, the contractor shall not have any right on this matter.

29. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of the job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the First Envelope Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of GRID-INDIA, GRID-INDIA shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

30. Rejection Criteria

Besides other conditions and terms highlighted in the RFP, bids may be rejected under the following circumstances:

Eligibility Rejection Criteria

- Eligibility Criteria containing Financial details.
- Bids received through Telex/ Telegraphic/ Fax/ E-Mail/ post etc. except wherever required, shall not be considered for evaluation.
- Bids that do not confirm the unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process.
- Any effort on the part of a Bidder to influence GRID-INDIA's bid evaluation, bid comparison or contract award decisions.
- Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

Technical Rejection Criteria

- Technical Bid containing Financial details.

- The revelation of prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP or submission of a bid is not substantially responsive to the RFP in every respect.
- Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information is given to the Bidder.
- Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP.
- The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work.
- If the Bid does not conform to the timelines indicated in the Bid.
- Bidder not scoring minimum marks as mentioned in the RFP.

Financial Rejection Criteria

- Incomplete Financial Bid.
- Financial Bids that do not conform to the RFP's Financial Bid format.
- The total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the Financial bid calculations, GRID-INDIA shall rectify the same. If the Bidder does not accept the correction of the errors, the bid may be rejected.
- If the bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered.

31. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GRID-INDIA may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GRID-INDIA shall be entitled to forfeit and appropriate the Performance Bank Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to GRID-INDIA under the Bidding Documents and/or the Contract, or otherwise.

Without prejudice to the rights of GRID-INDIA under the above clause and the rights and remedies which GRID-INDIA may have under the LOA, or otherwise, if a Bidder, as the case may be, is found by GRID-INDIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by GRID-INDIA during a period of 2 (two) years from the date such Bidder, as the case may be, is found by GRID-INDIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

For the purposes of the Clause 3.34 – Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

32. Non-solicitation

During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for that Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who responds to general advertisements for positions with the

other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools.

33. Post Bid discussions:

GRID-INDIA, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding execution of contract as per Technical Specifications and Bill of Quantities mentioned under the contract etc. be tied up during Post bid discussions after opening of Price Bids.

GENERAL CONDITIONS OF CONTRACT

34. General Terms and Conditions

The General terms and conditions are mentioned in the sub-sections below.

1. The bid is to be submitted under "Single Stage Two Envelope" procedure of bidding. Accordingly, bidders are to submit their Bid, in two envelopes i.e. First Envelope (Technical Proposal) & Second envelope (Financial Proposal-to be opened subsequently).
2. Technical Specification Requirement: The products offered under the subject package shall meet all the minimum requirements specified under the Scope of Work of the bidding documents.
3. The Bidder/Sellers are advised to visit the site (at their own expense with no reimbursement from the owner), prior to the submission of proposal, and make surveys and assessments as deemed necessary for proposal submission. The successful Bidder/Seller (Bidder/Seller) is required to visit sites at its own expense and shall not be entitled to any reimbursement for it. The Bidder/Seller shall inform their site survey schedule to the Owner/Employer well in advance. The Bidder/Seller cannot sub-contract part or complete assignment to any other agency or individual under any circumstances.
4. Notwithstanding anything stated above, GRID-INDIA reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest.
5. IT IS IMPERATIVE/MUST FOR EACH BIDDER TO SATISFY HIMSELF COMPLETELY OF ALL LOCAL CONDITIONS AND ASSESS ANY PROBLEMS RELATING TO THE MEANS OF ACCESS TO THE SITE. A BIDDER SHALL BE DEEMED TO HAVE FULL KNOWLEDGE OF THE SITE (WHETHER HE INSPECTS OR NOT) ONCE THEY SUBMIT THE BID.
6. Bid documents can be downloaded from GeM (Government e-Marketplace) of Government of India, website (<http://gem.gov.in/>).

7. GRID-INDIA reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. GRID-INDIA also reserves the right to prepone/postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever.
8. In case any bidder wishes to seek any clarification related to bid documents, the same shall be in writing and shall be entertained by GRID-INDIA, 7 (Seven) days prior to date of opening of bids.
9. GRID-INDIA reserve the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates.

35. Mode of Payment:

All payments to be made directly to the Bidder/Seller by GRID-INDIA through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

36. Mobilization period:

After issuance of Letter of Award/Work Order, a mobilization period of 15 days shall be allowed under the contract. During the mobilization period, the contractor shall obtain/ apply for all requisite insurance policies, licenses/ clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to GRID-INDIA before commencement of the work. After completion of the mobilization period, work shall be started immediately at site. However, if the bidder has all the requisite documents, mobilization period may be reduced to a mutually agreed time and the same shall be tied up during post award discussions. The contractor should not be allowed to work without having valid labour license, workman compensation Insurance policy, provident fund code No. and ESI code No., if applicable.

37. Taxes and Duties

1. The Bidder/Seller shall be entirely responsible for payment of all taxes, duties, licence fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Owner and commissioning of the system.
2. If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
3. The Bidder/Seller shall be solely responsible for the taxes that may be levied on the Bidder/Seller's persons or on earnings of any of his employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Bidder/Seller or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Owner.
4. GST for equipment/items/services as applicable for destination site/state are not to be included in the quoted price and are separately indicated. These amounts will be payable (along with subsequent variation if any), by the Owner on the supplies made by the Bidder/Seller but limited to the tax liability on the transaction between the Owner and the Bidder/Seller based on documentary evidence.
5. For the purpose of the Contract, it is agreed that the Contract Price specified in LOA is based on the taxes prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax"). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder/Seller in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction

therefrom, as the case may be, in accordance with Clause for Changes in Laws and Regulations. However, these adjustments would be restricted to GST which are reimbursable by the Owner as per the Contract.

6. Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Bidder/Seller. GRID-INDIA shall affect TDS as per the rules / statutory requirements and issue TDS certificate. In addition to this, TDS on GST shall also be deducted as per GST Act.

38. Over payments and Under payments:

- i. Wherever any claim for the payment of a sum of money to GRID-INDIA, arises out of or under this contract against the Bidder/Seller the same may be deducted by GRID-INDIA, from any sum due or which at any time thereafter may become due to the Bidder/Seller under this contract and failing that under any other contract with the company or from any other sum due to the Bidder/Seller from GRID-INDIA which may be available he shall pay the claim on demand.
- ii. GRID-INDIA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. GRID-INDIA further reserves the right to enforce recovery of any over payment when detected.
- iii. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Bidder/Seller or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Bidder/Seller by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Bidder/Seller by GRID-INDIA.
- iv. Provided that the aforesaid right of the company to adjust over payments against amounts due to the Bidder/Seller under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Bidder/Seller under MINUS final bill is communicated to the Bidder/Seller.
- v. Any amount to the Bidder/Seller under this contract for underpayment may be adjusted against any amount due or which may at any time there after become due before payment is made to the Bidder/Seller, from him to the company on any other contract or account whatsoever.
- vi. GRID-INDIA, if at any time after acceptance of the bid, decides to abandon or reduce the scope of works for any reason whatsoever, the Officer-In-Charge shall intimate in writing to the Bidder/Seller to that effect. The Bidder/Seller shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

39. Liquidated Damages

- 1 The deduction shall be levied for non-performance or unsatisfactory performance of whole or any part of the contract. If any of the operation specified in BOQ has not been carried out or only part of the operation has been carried out, the deduction shall be made at 1.5 times the rate specified against such operations in BOQ. In case, if it is found that any operation is not being done satisfactorily and up to the expectation of the Officer-In-Charge, the Contract can be terminated by giving one month notice and Contractor shall not have any claim whatsoever on this account.
- 2 In the event of failure of the Contractor to carryout the job as specified in the scope of work and Technical Specification, GRID-INDIA shall have the power to get the work done through outside contractor at the risk and cost of the Contractor.

- 3 Contractor shall be responsible for deployment of manpower strength as agreed upon during post bid discussions without fail. However, If the contractor fails to deploy sufficient manpower as agreed upon during post bid discussions or in case un-authorized absence of the deployed personnel, deductions shall be made at 1.5 times the minimum wages applicable at that time. The deductions shall be made for the number and category of the manpower not deployed by the contractor as per deployment schedule agreed upon during post bid discussions. However, no LD shall be imposed for authorized absence/leave of contract employee on the certification of Engineer In charge.

40. Confidentiality:

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of GRID-INDIA, affiliates, business partners and /or customers. The bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived by virtue of execution of this contract in any form. The bidder must safeguard the confidentiality of GRID-INDIA, applications and data. For this bidder and his employees are required to sign Non-disclosure agreement with GRID-INDIA.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. GRID-INDIA may apart from blacklisting the bidder, initiate legal action against the bidder for breach of trust. The bidder shall also not make any news release, public announcements or any other reference on the development or contract without obtaining prior written consent from the GRID-INDIA.

Bidder has to sign Non-Disclosure Agreement (NDA) after the award of LOA (Format attached as **Annexure-G**).

41. Premature Termination of Contract:

During the entire period of the contract, if at any point of time, Bidder fails to deliver the services as per the scope of work detailed under this technical specification (TS), due to any lapse / reason, Owner reserves the right to terminate the contract in full/partial by giving one (01) month advance notice for restoration of service/fault to the bidder and after one month Owner can terminate the contract if issue is still not resolved by the bidder by giving one month notice for cancellation. Owner also reserves the right to cancel the contract placed on the selected bidder in the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c. If the Bidder, in the judgment of Owner, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d. If the Bidder submits to Owner a false statement which has a material effect on the rights, obligations or interests of Owner.
- e. If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Owner.
- f. The progress made by the selected bidder is found to be unsatisfactory.
- g. The performance of the selected bidder shall be reviewed every quarter, in case of major deviation in performance against the proposed Service Levels Owner reserves the right to terminate the contract at its sole discretion by giving 30 days' notice.

- h. Any offer falling short of the contract validity period is liable for rejection.
- i. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

In case, the selected bidder fails to deliver the services as stipulated in the delivery schedule, Owner reserves the right to procure the same or similar from alternate sources at the risk, cost and responsibility of the selected bidder.

Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

42. Cancellation of contract in full or in part: If the Bidder/Seller

- 42.1.** At any time if Bidder/Seller makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Officer-In-Charge ; or
- 42.2.** Commits default in complying with any of the terms & conditions of contract and does not remedy it or take effective step to remedy it within 07 days after a notice in writing is given to him in that behalf by the Officer-In-Charge ; or
- 42.3.** Fails to complete the works or items of work or before the stipulated date(s) of completion and does not complete item within the period specified in a notice given in writing by the Officer-In-Charge.

43. Statutory & Other Responsibilities of the Bidder/Seller

- A. Observance of SA: 8000 Standards:** Agencies/Bidder/Sellers shall comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Bidder/Seller shall be responsible for observance of SA 8000 standards. A copy of the presently applicable SA:8000 is attached herewith for reference. All the costs/ expenses towards compliance of SA 8000 provisions (if any) shall be to the account of Bidder/Seller/bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. The Bidder/Seller/agency/Bidder/Seller shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000 standards.
- B. Observance of Environmental Guidelines:** The Bidder/Seller shall stand committed to comply all requirements of "Environmental management system" i.e., ISO 14001 (latest Standard available at www.iso.org) and maintain the necessary records.
- C. DEPLOYMENT OF MANPOWER UNDER THE CONTRACT:**
 - C.1 Persons deployed by the Contractor for carrying out the operations mentioned in the BOQ and scope of work shall be the employees of the Contractor and GRID-INDIA shall have no responsibility towards their employment or liabilities/ responsibilities arising under all relevant acts and safety rules.**
 - C.2 Minimum manpower requirement:** Minimum requirement of category wise mandays for execution of various operations during the contract on monthly basis has been indicated in the Special conditions of Contract (SCC) as well as in the BOQ/ Price schedules. However, contractor shall be free to deploy more number of labours/ manpower as per their assessment of work. The cost implication of additional manpower as considered necessary by the bidder may be incorporated in the service charges only and no other claim on this account shall be entertained.

Contractor has to deploy sufficient man power as agreed upon during post bid discussions and/ or as per instructions of Engineer – in- charge whenever required for carrying out the work. In absence of which deductions shall be made as per Clause 18.3 referred above.

The manpower deployed by the contractor shall be trained and well versed with work required to be executed in the contract and the contractor shall submit declaration regarding the same. In case deployed manpower is not found suitable considering the work requirement, the contractor shall change the manpower promptly as per instructions of Officer-In-Charge.

- C.3** The contract thus entered into between Contractor and his employees shall have no bearing or binding of whatsoever nature on GRID-INDIA. In this regard the Contractor should give specific letter to his employees mentioning the terms and conditions of their engagement including the period for which they will be engaged. It should also be stated that the services shall be terminated on expiry of the contract period or completion of work.
- C.3** The Contractor shall exercise control/supervision of his employees in the day to day work. The Contractor shall deploy its representative to act as an interface between the Contractor and the Officer-In-Charge of GRID-INDIA for effective discharge of services envisaged under the contract and shall be available in the office premises as per requirement. GRID-INDIA will not retain any control, supervision or the manner of discharge / dismissal or retrenchment or re-employment of the employees engaged / employed by the contractor.
- C.4** The agency/ Contractor shall maintain all the records of contract employees such as Photograph, Name, Father's name, Age, Sex, Educational qualifications, present and permanent addresses, Adhar Card, proof of age and details of the dependent family members as required under various provisions of labour laws and acts for the persons deployed by them in the GRID-INDIA premises. Contractor have to produce these records as and when required by GRID-INDIA or the concerned statutory authorities for inspection. In case it is found that Contractor has not complied with any statutory requirement under various labour laws/ acts, GRID-INDIA being the principal employer shall make the payment and will recover the same with penalty/surcharge from the due payment of the Contractor.

The contractor shall also before the actual deployment of personnel, submit a certificate from a Registered Medical Practitioner certifying that the person deployed is physically, mentally fit (free from any kind of infectious disease in case of those deployed in Catering services) and not suffering from any chronicle decease . Such certificate shall be submitted for each person deployed once in a year. However, in case of those engaged in catering, the certificate should be submitted once in every quarter.

- C.5** The contractor shall make arrangement to issue Identity cards to each of the Employees, for entry into the premises which shall have name of employee, place of work, name of the contractor and photograph verified by the Contractor. The Identity Cards shall be issued by the contractor at his own cost. GRID-INDIA security staff shall be at liberty to exercise check on any of the Employees while entering, search them in the premises, during the work and while leaving from the premises. A copy of police verification of all the employees shall be submitted while seeking entry pass for our security.
- C.6 Nuisance:** The contractor shall not at any time do, cause or permit any nuisance in area of work in GRID-INDIA offices or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee supervisor is found creating any nuisance then he shall be terminated by the contractor (after making his all payments and dues to him) on the specific recommendations of Engr.-in-charge.

- C.7 Changes in constitution:** Where the Contractor is a partnership firm, prior approval in writing of the Officer-In-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained it shall be considered as breach of Contract and shall be dealt according to provisions of the Contract.
- C.8 Uniform :** Contractor shall provide two Nos. summer uniforms (Terrycot), One No. full sleeve woolen jersey and one pair electrical Safety shoes every year along with washing allowance. For female employees two sarees with blouse (or two Churidar suit) and one pair of safety sandals every year shall be provided by contractor. Uniform shall be of a prescribed colour as decided by the Engineer in-charge with name of the agency displayed on the uniform for all the workmen deployed at site. Further, cooks working in transit camp shall also be provided one pair of white cotton apron and cap in addition to uniform detailed above. In case of default in above provision, deduction shall be made @ Rs. 100/- per day per person from the running bills of the contractor. Contractor will issue I-Cards to his every employee as per standard format with current photograph and they will display in office during the course of duty.
- C.7** The contractor shall make his own arrangement for providing all facilities like lodging & boarding etc for his workers, while on outstation assignments whenever/ wherever required.
- C.8** Contractor shall also make out an Attendance card/wage card with endorsement of Time-in and Time-out for each employee deployed with GRID-INDIA. In case the Contractor does not make the payment to his employee on the specified date mentioned in the attendance/wage card. GRID-INDIA shall make payment to such employees and deduct the same from the contractor **adding 15% overheads charges.**
- C.9** The Contractor shall have the sole discretion of employing and terminating the services etc. of their employees. In case of termination of the services of the employee, the contractor shall ensure that wages and other dues payable is made within 48 hours of the termination. In case it is felt by the Officer-In-Charge or his authorized representative that any workmen of the Contractor is not suitable for carrying out the job, then the contractor has to take the necessary action immediately on receiving official communication from GRID-INDIA.
- C.10** The Contractor shall be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per “Model Standing Orders” on the advice of Officer-In-Charge, GRID-INDIA.
- D. REGISTRATION AS PER SHOPS AND ESTABLISHMENT ACT:**
The contractor should have a valid registration certificate under shops and establishment Act and will comply all the rules and regulations therein.
- E. LABOUR LAW PROVISION**
- E.1** Contractor shall keep GRID-INDIA indemnified against all claims/ liability whatsoever on account of statutory payments, costs, damages and charges arising out of personal injury / disability or death of contractor's employees caused by any reason whatsoever. GRID-INDIA will not be responsible for any injury, damage etc. caused to any of the Employee put on the job by the contractor directly or indirectly. In the event of any claim Contractor will be solely responsible to meet such claims and GRID-INDIA will not entertain any claim whatsoever in this regard.

- E.2** The contractor shall pay to the personnel employed by him the wages not less than current Minimum wages as notified by the concerned Regional Labour Commissioner (Central) from time to time or the State Government whichever is higher in the presence of GRID-INDIA authorised representative. Documentary proof of payment of minimum wages having signature of Contractor or his authorized representative, GRID-INDIA representative and concerned workers must be kept in records. Contractor has to ensure the payment to his labour latest by seventh of every month in presence of GRID-INDIA representative, irrespective of payments from GRID-INDIA towards bill raised, failing which payments can be made directly from the bill and suitable action can be taken against the contractor.
- E.3** During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority or any other law being implemented in GRID-INDIA or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. The employees of the Contractor in no case shall be treated as the employees of GRID-INDIA at any point of time.
- E.4** The Contractor shall keep the GRID-INDIA indemnified as in case any action is taken against the GRID-INDIA by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- E.5** If GRID-INDIA is caused to pay under any law as Principal Owner such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the GRID-INDIA shall have the right to deduct any money due to the Contractor under this contract or any other contract with our company including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner/GRID-INDIA.

F. COMPLIANCE WITH LABOUR REGULATIONS

- F.1** The contractor shall in respect of Employees employed by him comply with all labour laws applicable to the personnel engaged by him for carrying out work and GRID-INDIA shall bear no liability whatsoever towards any violation by the contractor in this regard.
- F.2** Salient features/Instructions regarding compliance of some major laws by the Contractor are given as under. However, the Contractor is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned herein.
- a) Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- i. The Contractor shall be liable to deposit the compensation as prescribed under this Act with the Commissioner of Workman Compensation within one month from the date of accident, in case of fatal injury.
 - ii. The contractor shall be liable to disburse the compensation as prescribed under this Act within the stipulated time frame, in case of non-fatal injury.

- iii. The Contractor shall bear all the expenses incurred in connection with the medical treatment of the workers.
- iv. In case of death of an contract employee the Contractor shall make a payment of ₹15,000/- towards funeral expenses and bear the expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation.
- v. The Contractor shall take an Insurance policy covering for risks under this Act at the time of commencement of contract and submit proof of the same to the Officer-In-Charge of GRID-INDIA, failing which, the Contractor shall not be allowed to commence the work.

b) Employees Provident Fund and Miscellaneous Provisions Act 1952:

- i) The contractor shall be required to obtain a PF code from the concerned PF authority immediately after award of the contract if not yet obtained and submit documentary proof to the effect to GRID-INDIA.
- ii) The contractor shall ensure opening an individual Provident Fund account for the worker engaged and submit documentary proof to the effect to GRID-INDIA.
- iii) The contractor shall remit monthly provident fund contribution of employees and employers within 15 days from the date of disbursement of wages.
- iv) The contractor shall submit a copy of Form 3A submitted by him to PF Authority, to GRID-INDIA.
- v) The contractor shall submit a copy of Form 12A submitted by him to the PF Authority on monthly basis (details of PF deposited/deducted in respect of employees and employers to the Officer-In-Charge of GRID-INDIA.
- vi) The Contractor shall submit a copy of Form 6A submitted by him to the PF Authority on an Annual basis/ on expiry of contract, to GRID-INDIA.

c) Contract Labour (Regulation & Abolition) Act 1970:

- i) The Contractor shall obtain labour license under the provisions of the Act.
- ii) The Contractor shall display Notice in English & Hindi of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages.
- iii) The Contractor shall submit the Return regarding commencement and completion of contract in Form VIA.
- iv) The Contractor shall maintain Register of workmen employed by him in GRID-INDIA in Form XIII.
- v) The Contractor shall issue an Employment Card to the workers engaged by him in GRID-INDIA in Form XIV, within 3 days of employment of the worker.
- vi) The Contractor shall issue Service Certificate in Form XV to the workmen whose services have been terminated by him.
- vii) The Contractor shall maintain Muster Roll in respect of the workers engaged by him in GRID-INDIA in Form XVI.
- viii) The Contractor shall maintain Wage Register in respect of the workers engaged by him in GRID-INDIA in Form XVII.
- ix) The Contractor shall maintain Register of Wage-cum-Muster Roll in respect of workers engaged by him in GRID-INDIA in Form XVIII.
- x) The Contractor shall issue Wage slip to all the workers engaged by him in GRID-INDIA.

- xi) The Contractor shall maintain Register of Deductions (Form XX). Register of Fines (Form XXI), Register of Advances (Form XXII), Register of Overtime (Form XXIII) in respect of the workers engaged by him in GRID-INDIA.
 - xii) The Contractor shall send Half yearly return in Form XXIV in duplicate to the Licensing Officer concerned within prescribed time limit.
 - xiii) The Contractor shall issue Photo Identity Card to the workers engaged by him in GRID-INDIA under his seal and signature.
- d) Minimum Wages Act 1948 :**
- i) The workers engaged by the Contractor for carrying out the operations as mentioned in the BOQ shall be paid Minimum wages as notified by the Appropriate Authority from time to time.
 - ii) The workers engaged by the Contractor shall be paid wages for 8 hours of normal work per day. In case any worker is required to work beyond 48 hours in a week or more than 9 hours in a day, he shall be paid Overtime at the prescribed premium rates by the Contractor.
 - iii) The workers engaged by the Contractor shall be provided a day of rest in every period of seven days with remuneration.
 - iv) The workers engaged by the Contractor shall be issued Wage Slip as per proforma enclosed.
 - v) The Contractor shall display Notice containing minimum rates of wages, name and address of the inspector in English and Hindi.
 - vi) The Contractor shall send annually a Return in Form III to the concerned authority.
- e) Payment of Wages Act 1936 :**
- i) The Contractor shall pay wages to the workers engaged by him by 7th day of the following month.
 - ii) The Wages shall be paid to the workers either by online ECS transfer or direct transfer to their bank account without deduction of any kind except those that are authorised under this Act.
- f) Equal Remuneration Act 1976:** The Contractor shall not pay to any worker engaged by him, remuneration at rates less favourable than those at which remuneration is paid by the Contractor to the workers of the opposite sex for performing any job at GRID-INDIA premises.
- g) Child Labour (Regulation and Abolition) Act 1986:** The Contractor shall not be allowed to engage child labour as defined under the law in the premises of GRID-INDIA for carrying out any work under the contract.
- h) Employees State Insurance Act 1948 :**
- i. The Contractor shall be required to obtain ESI code from the concerned authority if not yet received, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to GRID-INDIA.
 - ii. The Contractor shall ensure opening of individual ESI account of the employees, wherever ESI is applicable and submit the documentary proof of the same to GRID-INDIA.
 - iii. The Contractor shall ensure that the employees are issued ESI cards by the prescribed authorities.

- iv. The Contractor shall remit ESI contribution of employees together with employers within 21 days of the last day of the calendar month in which the contribution falls due and submit proof of such remittance along with monthly bills to GRID-INDIA.
 - v. The Contractor shall send a return of contribution in Form 5 before 12th May and 12th November of every year to ESI office and submit a copy of the return to Officer-In-Charge, GRID-INDIA.
 - vi. If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923.
- i) Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 :**
- i) The Contractor shall obtain a Certificate of Registration as per the provisions of the Act and submit a copy of the same to GRID-INDIA.
 - ii) The Contractor shall display a copy of the certificate of registration, Notice containing at the work place.
 - iii) The Contractor shall display Notice of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages, in English & Hindi & local language and forward a copy to the Inspector concerned.
 - iv) The Contractor shall submit the Notice of commencement and completion of work in Form IV.
 - v) The Contractor shall maintain Register of Building workers employed by him in Form XV.
 - vi) The Contractor shall submit Annual Return in Form XXV to the concerned authority.
- j) Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act 1979 :**
- i) The Contractor shall issue to every Inter-state migrant workman, a Passbook with photograph containing various particulars regarding recruitment and employment of the workmen and payment of return fare from the place of employment to the place of residence when he ceases to be employed.
 - ii) The Contractor shall pay to every Inter-state migrant workman at the time of recruitment, displacement allowance equivalent to 50% of monthly wages or ₹ 75 whichever is higher.
 - iii) The Contractor shall pay to every Inter-state migrant workman journey allowance of a sum not less than the fare from place of residence of the workmen in his state to the place of work in the other state, both for the outward and return journey. The workmen shall also be paid wages by the Contractor during the period of such journey.
 - iv) The Contractor shall furnish to the concerned authorities, the particulars regarding recruitment and employment of migrant workmen in Form X.
 - v) The Contractor shall furnish in respect of every migrant workmen who ceases to be employed, a Return in Form XI to the concerned authorities in both the states. within 15 days from the date such migrant worker ceases to be employed along with a declaration that all the wages and other dues payable and the fare of return journey back to state have been paid.
- k) Payment of Bonus Act 1965:** The bonus per year shall be 8.33% of the minimum wages fixed by scheduled employment as fixed by the appropriate Govt. whichever is higher. The

Contractor shall be solely responsible for payment of bonus under the Payment of Bonus Act amended from time to time.

- l) Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act. **The payment towards Gratuity shall be reimbursed by GRID-INDIA on submission of documentary evidence.**
- m) Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- n) Industrial Dispute Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- o) Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.
- p) Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- q) Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

G. INSURANCE UNDER WORKMEN'S COMPENSATION ACT AND OTHER LIABILITIES:

- 1.** Workmen compensation Insurance policy shall be taken by the contractor in the joint name with GRID-INDIA as principal employer and shall be project/ site specific. The total no. of workmen covered in WCIP shall be mentioned in the policy. The cost incurred on workmen compensation insurance shall be reimbursed separately to the contractor on submission of the policy and its invoice. All workmen deployed to work in GRID-INDIA premises/ installation should be insured under workmen compensation act. In case of extension of contract, the contractor shall take insurance for the extended period and GRID-INDIA shall reimburse the same. Contractor shall not change the manpower deployed at site without the consent of GRID-INDIA. For the replaced manpower deployed at site by the contractor, the insurance premium shall be borne by the contractor.
- 2.** Contractor shall get the nominee of each labour registered in the WCIP. In case the labour is married, nominee shall be his/ her spouse. In case labour is unmarried, nominee shall be his/ her parents (either/ both of them).

3. The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
4. The Contractor / Contractor shall also be responsible for compliance of all the provisions under workmen compensation act and will take necessary insurance for all the persons to be deployed under the contract and will furnish copy of the insurance policy to GRID-INDIA before commencement of work. Contractor/ Contractor shall be responsible for any compensation what so ever to their workers in case of any omissions on the parts of the workers and GRID-INDIA shall not be held responsible for such omissions of workers.
5. The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc. The Contractor shall be responsible for the safety and security of the employees of the Contractor & his Sub-contractors throughout execution of the works.
6. Insurance such as third party & workmen insurance, or any other insurance shall be arranged by the Contractor at his cost and expense.
7. In the event of there being any increase of workmen's compensation insurance premium under any law or any additional or new liability under the Employees laws being imposed on the contractor after the date of submission of the tender, the additional expenditure incurred by the Contractor shall be borne by him and no claims shall be entertained by GRID-INDIA on any account.
8. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.
9. In absence of valid Workmen compensation Insurance policy, compensation as decided by the labour commissioner/authority shall be payable by the contractor in case of any accidental death/ injury. GRID-INDIA shall not be liable for any such payments.
10. In the event of failure on the part of the Contractor to deposit the compensation with the concerned labour authorities, within the stipulated period of one month from the date of accident (If any), GRID-INDIA shall take necessary action to deposit the same with the concerned authorities and shall recover/ adjust the amount deposited from the bills submitted by the contractor anywhere in GRID-INDIA.

H. SAFETY ASPECTS/ EMPLOYEES WELFARE:

1. **Personal Protective Equipments (PPEs):** Personal protective equipments (PPEs) shall be provided by the contractor as per requirement of the work.
2. Contractor will take all safety measures and ensure that personal protective devices are being used by his workers at the time of work.

3. The Contractor shall also be responsible for safety of all workmen employed by them and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. GRID-INDIA shall bear no liability whatsoever towards any violations by the Contractor in this regard.
4. In case of any accident during the work, it will be Contractor's responsibility to lodge FIR at Police Station immediately with written information to GRID-INDIA and make available best treatment to the injured including lodging of insurance claim.
5. **Compensation for death/ injury in case of accident:** In case of any injury/ death due to Contractor's negligence, the Contractor shall be liable to pay a compensation of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) per person affected causing death and Rs. 1,00,000/- (Rupees One Lakh only) per person for serious injuries / (25% or more permanent disability) to the Employer for further disbursement to the deceased family/ Injured persons. The permanent disability has the same meaning as indicated in Workmen's Compensation Act 1923. The above stipulations are in addition to all other compensation payable to sufferer as per workmen compensation Act / Rules.

Above amount shall be deducted from the running bill(s) of contractor immediately after the accident. This amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act /other statutory requirement/ provisions of the Bidding Documents. In addition to above, in case of any accident during performance of work, contractor shall be responsible for (i) payment of medical expenses as per actual in case of injury and (ii) Payment of funeral expenses@ 15,000/- plus expenditure plus expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation. Further, compensation as decided by the labour commissioner/authority shall be payable by the contractor in case of any accidental death/ injury.

In case of death, contractor shall arrange to pay the compensation to the nominee of the labour. In case the labour is married, nominee shall be his/ her spouse. In case labour is unmarried, nominee shall be his/ her parents (either/ both of them).

The amount mentioned above shall be in addition to the compensation payable under the relevant provision of the Workmen's Compensation Act and rules framed thereunder or any other applicable laws as applicable from time to time. In case the Contractor does not pay it the above mentioned amount, such amount shall be recovered by GRID-INDIA from any monies due or becoming due to the contractor under the contract or any other on-going contract and passed on to the affected workman.

6. Failure to comply with rules for Employees Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female Employees shall make the Contractor liable to pay to the corporation as damages an amount as fixed by Officer-In-Charge for each default or materially incorrect statement. The decision of the Officer-In-Charge in such matters based on reports from the Inspecting Officers as defined in the contractors Employees Regulation to these conditions shall be final and binding and deductions for recovery of such damages may be made from any amount payable to the Contractor.

I. THEFT/DAMAGE BY CONTRACTOR'S EMPLOYEES:

1. If the damage/theft is caused to the GRID-INDIA asset/property/office equipment/ Tools and plants by the technicians/ fitters deployed by the contractor, than the contractor shall bear the cost of repair or replacement as per direction of Officer-In-Charge.
2. Utmost care has to be taken in operation and maintenance of Firefighting system equipments and its associated T&Ps/ materials including tools & tackles etc. Any loss or damage arising out of mishandling of the T&P/ materials, negligence and/ or because of carelessness or lack of knowledge of contractor's employees shall be to contractor's account. GRID-INDIA shall be at liberty to recover such damages from the contractor out of outstanding dues, Contract performance guarantee or any other means available with the GRID-INDIA.

J. CONDUCT & DISCIPLINE:

1. The employees deployed by the contractor shall not at any time do, cause or permit any nuisance in area of work in GRID-INDIA office and/or actual work site or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee is found creating any nuisance then necessary action as deemed fit shall be taken by the Contractor, immediately on receipt of such information from the Officer-In-Charge of GRID-INDIA or his authorised representative.
2. Contractor shall be responsible in case any of his employees or ex-employees creates unwanted situation unwanted shouting, raises slogans against anybody within the office premises or actual work site at any time during the currency of the Contract. This act shall be considered as breach of the Contract and shall be dealt with accordingly.

44. Safety of Personnel:

Bidder/Sellers shall be responsible for the safety of their staff and workers while working in our premises against all accidents, damages or loss of life. It shall be their responsibility to immediately arrange for hospitalization, medical attendance in case of any accident or loss of life and it shall be their responsibility to meet the expenditure of such loss or accidents and to compensate for and/or arrange Insurance Coverage to their personnel. GRID-INDIA shall not sustain any responsibility due to any damage suffered by their personnel on above grounds. However, Bidder/Seller shall take utmost care towards safety of their personnel working in our premises.

45. Insurance:

The Bidder/Seller shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any person by or arising out of carrying out the contract.

Bidder shall furnish copy of Insurance policy, as and when sought by the Employer during the tenancy of the contract.

Workmen's Compensation Insurance: Bidder/Seller shall arrange for Workmen's Compensation Insurance policy for the employees engaged for this package at his own expense. This insurance shall protect the Bidder/Seller against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Bidder/Seller against claims for injury, disability, disease or death of his or his Sub-Bidder/Seller's employee, which for any reason

are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's : As per statutory Compensation Provisions

Employee's : As per statutory liability Provisions

46. Force Majeure:

If this Contract during its continuance be prevented or delayed by reason of any war hostility, Acts of the public enemy, Civil commotion, National crisis, Sabotage, Fire, Flood, Earthquake, Lockout, Strike, Pandemic and any other Acts of God then provided notice of happening of such eventuality given by the Bidder/Seller to the owner within seven days from the date of its occurrence, neither party shall by reason of such eventuality be entitled to terminate the Contract and neither will the owner have any claim for damage for delay in maintenance. However, if the work is suspended by force majeure condition lasting more than two months, the owner shall have the option of cancelling the Contract in whole or part thereof at his discretion.

47. Limitation of Liability:

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the total value of the Contract.

48. Rights of the Owner:

- 48.1.** The Owner reserves to themselves for the right of accepting the whole or any part of the bid and Bidder/Seller shall be bound to perform the same at his quoted rates.
- 48.2.** The Owner reserves the right to reject any offer in full or in part or to split the work among more than one Bidder/Seller without assigning any reason thereof.
- 48.3.** The Owner does not bind themselves to accept the lowest or any Bid or to give any reasons for their decision.

49. Risk and Cost:

During the period of contract, if the successful Bidder/Seller fails to perform and/or rectify any defect pointed out to him the same shall be got done by GRID-INDIA at the risk and cost of Bidder/Seller and recovered from the Security Deposit or any other amount payable to the Bidder/Seller.

50. Arbitration:

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as mutually agreed by both the

parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties.

51. Observance of Labour Laws:

The Bidder/Seller shall make all payments to employees and comply with labour laws. If GRID-INDIA is held liable as "PRINCIPLE OWNER" to pay contributions etc. under E.S. Act or any other legislation of Government or Court decision, then Bidder/Seller shall reimburse the contributions prepaid by GRID-INDIA.

52. Change in Laws and Regulations

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Bidder/Seller and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder/Seller has thereby been affected in the performance of any of its obligations under the Contract.

GRID-INDIA reserves the right to modify/relax any of the terms & conditions of the bid by declaring / publishing such amendments in a manner that all prospective Bidder/Sellers / parties to be kept informed about it.

53. Signing of Agreement

The successful bidder shall enter into a formal agreement with GRID-INDIA within 10 (Ten) days from the date of issue of LoA on non-judicial stamp paper (purchased in their name) of appropriate value. The agreement will be signed on 02 (Two) copies as per the format attached at **Annexure-H**. The successful bidder will be provided with 01 (one) signed agreement and other copy will be retained by GRID-INDIA.

54. Signing of Integrity Pact

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact' as per the format attached at **Form E.6 of Annexure-J**. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-. Integrity Pact must be submitted in physical form on or before last date & time of bid opening.

Bidder's failure to submit the Integrity Pact duly signed in Original shall lead to outright rejection of the Bid.

Under the Integrity Pact Program (IPP), following panel of Independent External Monitors (IEMs) has been appointed by CVC.

1. Sh. Amol Prabhakar Joshi
2. Sh. Anil Kaushal

Correspondence, if any, to the panel of IEMs be addressed to the following:

Independent External Monitor
C/o Sr. GM, Contract & Materials department,
Power System Operation Corporation Limited,
08th Floor, IFCI Tower,
61, Nehru Place,
New Delhi – 110019.

E-mail IDs of IEMs: Amjosh_98@yahoo.com, Kaushal.anil@17@gmail.com

Revised Bill of Quantity

Sl. No	Description of Items	Unit	Qty	Rate (Rs.)	Amount (Rs.)
I	II	III	IV	V	VI
1	Providing services for Data Entry Operator of various official documents by providing employees having qualification of not less than Graduate from a recognized university in General shift.	Operation	3432	1,165.46	3,999,868.33
2	Providing services of Driver for vehicles of CMD, Directors and ED's in round the clock shift duties having qualification of not less than matriculation from a board and knowledge of traffic rule of Delhi.	Operation	3432	1,165.46	3,999,868.33
3	Providing services of helping in various office activities in round the clock shift duties having qualification of not less than matriculation from a board.	Operation	1248	1060.49	1,323,492.02
4	Providing services of helping in various office activities in general shift having qualification of not less than matriculation from a board.	Per Operation	3744	1060.49	3,970,476.06
5	Providing services electrical maintenance in various office activities in General Shift having ITI certification in Electrical Trade.	Per Operation	624	1,165.46	727,248.79
6	Providing Services for sweeping and cleaning of Corporate Centre	Per Operation	1560	956.86	1,492,707.53
7	Conveyance charges for dak runners for delivery of urgent papers within Delh/NCR	Per Trip	960	150.00	144,000.00
8	Night Shift Allowance	Per night	365	300.00	109,500.00
9	Total cost for One year (₹) [A]				1,57,67,161
10	Service Charge/Contractor Profit (in Percentage of A) only two digit after decimal shall be considered. Negative %age not allowed. [B]				0.85% [To be quoted by bidder]
11	Service Charge/Contractor Profit (Rs.), [C]=[AxB]/100.				1,34,020.87
12	Total Cost including contractor profit/service charges [D]				1,59,01,181.92

13	GST [E] = [D] x T/100 (GST @ 18%)	28,62,212.75
Total Amount per year [D+E] in Rs. (Including Taxes)		1,87,63,395.00
Total Amount for 03 years in Rs. (Including Taxes)		5,62,90,184.00
Note	1. The above BoQ is for reference purpose only and the line items can be modified as per actual specific requirement.	
	2. Over time charges per hour will be as per the formula i.e. Current minimum wages*2/(26*8) + ESI @3.25% + Service fee as approved by POSOCO.	
	3. Operation charges indicated above are arrived at on the basis of minimum wages, PF, ESI, Bonus, Uniform charges as detailed out in Terms & Conditions, washing allowance @1% of minimum wages / month subject to minimum of ₹ 200/- per month shall be paid by the contractor and overhead charges towards workmen compensation, insurance, health checkup and police verification charges etc. are included and hence contractor have to provide all these facilities to the manpower deployed by him. The details of operation rates given above are enclosed herewith. ₹ 300/- shall be paid extra per night operation in shift duty.	
	4. Duty hours of drivers will be 10 hours daily for 26 days.	
	5. Night Charges after 2230 hours will be Rs. 300/-.	
	6. Service Charge/Contractor Profit in percentage (%) has to be quoted by the bidder. For the sake of arriving at Cost estimate the same has been considered as 0.85 % (Minimum Ceiling as per provisions of GeM portal).	

Revised Breakup of Per day wages & Calculation of Number of Operations

Breakup of Per day wages							
Sl. No.	Description	Skilled/Clerical Graduate		Semi skilled/ Matriculate		Unskilled (Cleaning & sweeping)	
		Minimum wages	Amount Rs.	Minimum wages	Amount Rs.	Minimum wages	Amount Rs.
1	Minimum Wages w.e.f. 01.10.2022	866	866.00	788	788.00	711	711.00
2	PF(12%), EDLI(0.5%) & Admin Charges(0.5%)= @ 13%		112.58		102.44		92.43
3	Bonus @ 8.33%		72.14		65.64		59.23
4	Uniform Charges & Washing Allowances @ 5%		43.30		39.40		35.55
5	ESI @ 3.25%		28.15*		25.61		23.11
6	Overhead Charges @ 5%		43.30		39.40		35.55
7	Total Rs. Per Operation		1165.46		1060.49		956.84
Note:							
1	The above rates are based on minimum wages of central government effective from 1st October 2022 for building operations.						
2	As per Govt. of NCT Delhi Letter No. F10(115)/DSW/ADMN-II/MISC-WO/2015/9695-9740 dtd 05.7.2016 a provision for 15 days privilege leave and 12 days sick/casual leave may be given.						
3	Uniform charges are inclusive of cost of Uniform as defined in SCC and washing allowance @1% of minimum wages/month subject to minimum Rs 200/- per month.						
4	Overhead charges includes premium for workmen compensation policy, Periodical Health checkup and charges for police verification.						
5	* ESI for Manpower is not payable as their Minimum wages is above ₹ 21,000/-. The figure ₹28.15 is for estimation of Per day operation cost purpose only. In line with Cl. 17. Under "Scope of Work", Medical Insurance for manpower with wages above ₹ 21,000/- shall be provided by the Contractor. Any amount paid towards the medical insurance shall be reimbursed directly to the contractor on production of documentary evidence.						
6	The per day payment towards substitute manpower provided against leave taken by deployed manpower shall be as per the Total Operation Rate detailed above. Documentary evidence of statutory payments shall be provided along with invoice.						

Bid Security Declaration Form

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Specification number: *[specification number of the package]*

To: *[insert Name and Address of Employer]*

We, *[insert name of the Bidder]* understand that, according to bid conditions, Bids must be supported by a Bid-Security Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening / actual date of bid opening (First Envelope or Second Envelope) falls within 1year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

- (1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
- (2) In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment–Declaration of the Bid; or
- (3) If we, do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid; or
- (4) If, as per the requirement of Qualification Requirements, we fail to submit a Deed of Joint Undertaking (duly attested by Notary Public of the place(s) of the respective executants(s) or registered with the Indian Embassy/High Commission in that Country) within ten days from the date of intimation of post-bid discussion; or
- (5) In the event of us being a successful Bidder, if we fail within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with NIT, or
 - (ii) To furnish the required performance security, in accordance with NIT.

or

(6) In any other case specifically provided for in NIT.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____.

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

**PROFORMA OF BANK GUARANTEE
FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

**Grid Controller of India Limited
Formerly known as “Power System Operation Corporation Limited” (GRID-INDIA)
61, IFCI Tower, 8th & 9th Floor,
Nehru Place, New Delhi – 110 019**

Dear Sir(s),

In consideration of the Grid Controller of India Limited (GRID-INDIA) {Formerly known as “Power System Operation Corporation Limited” (POSOCO)}, (hereinafter referred to as the ‘Owner’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the “Bidder/Seller” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner’s Letter of Award No. dated and the same having been acknowledged by the Bidder/Seller, resulting in a Contract, bearing No. dated valued at for (scope of Contract) and the Bidder/Seller having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * (%) per cent) of the said value of the Contract to the Owner.

We

(Name & Address)

having its Head Office at (hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner on demand any and all monies payable by the Bidder/Seller to the extent of as aforesaid at any time upto and including ** (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the Bidder/Seller.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Bidder/Seller or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder/Seller. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder/Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder/Seller or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force upto and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given.

Dated this day of 20at

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)
	Attorney as per
	Power of Attorney No. _____
	Date : _____

NOTES:

1. * This sum shall be three percent (3%) of the Contract price.
2. ** The date will be ninety (90) days after the completion period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Bid.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the bid documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the bid conditions of above-mentioned bid document(s) / corrigendum(s) in its totality / entirety.

5. I / We hereby agree to sign the Non-Disclosure Agreement in its totality / entirety as stipulated in the Cl. 39 of above-mentioned bid document(s).

6. In case any provisions of this bid are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this bid/bid including the forfeiture of the full said earnest money deposit absolutely.

7. Also I / We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Social accountability 8000 Compliance

You shall comply with all the requirements of Social accountability 8000 Compliance (SA 8000:2001) as detailed below and maintain proper records in support thereof and shall provide the same for inspection as and when required by GRID-INDIA.

- 1. Child Labour:** Bidder/Seller/(You) shall not engage or permit use of child labour (person below the age of 14 years) in carrying out any work awarded by GRID-INDIA. You shall also not expose children (person below the age of 14 years) or young contract labours (person below the age of 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.
- 2. Forced Labour:** You shall not engage or permit use of forced labour nor shall personnel be required to lodge “deposits” or identity papers upon commencement of employment with you.
- 3. Health and Safety:** You shall take requisite steps to prevent accidents and injury to health of your workmen arising out of associated with or occurring in the course of work by minimizing the causes of hazards inherent in the working environment. All the personnel protective equipments required as per nature of activity such as safety Helmets, Safety Belts and Gloves etc. shall be issued to all workmen.
- 4. Discrimination:** You shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, origin, disability, gender, sexual orientation, union membership, political affiliation or age.
- 5. Discipline:** You shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.
- 6. Working Hours and Remuneration:** You shall comply with applicable laws and industry standards on working hours. The normal work week shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week. You shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.

FORMAT OF NON-DISCLOSURE (NDA) AGREEMENT

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

Grid Controller of India Limited**Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)****61, IFCI Tower, 8th & 9th Floor,
Nehru Place, New Delhi – 110 019**

This Agreement executed on this _____ day of _____ 20xx at New Delhi by and between Grid Controller of India Limited (GRID-INDIA) {Formerly known as "Power System Operation Corporation Limited" (POSOCO)}, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at B-9, 1st Floor, Qutab Institutional Area, Katwaria Sarai-110016 (hereinafter referred to as "Employer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART,

AND

....., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at hereinafter referred to as "Contractor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

WHEREAS, NLDC stores and maintains records and data of a highly sensitive and confidential nature, including records and data, the disclosure of which to unauthorized persons or entities is prohibited by law (the "Confidential Information") and

WHEREAS, the, is executing, could have the ability and opportunity to view and obtain access to Confidential Information.

WHEREAS, in order to pursue the mutual business purpose of this particular project, NLDC and, recognize that there is a need to disclose to one another certain information, as defined in below paras, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**1. DEFINITIONS**

In this Agreement, unless repugnant to or inconsistent with the context thereof, the following terms shall have the meaning assigned to them herein below:

- i) "Agreement" means this Non-Disclosure Agreement.

- ii) "Confidential Information" means any information which is not excluded by virtue of Clause 2 of this Agreement and which is contained in any software code/ module/application, documentation, specifications, data, database, codes, software module, software applications, computer outputs or other materials or records or other information of technical or any other nature of Employer.
- iii) ""Disclosing Party" means GRID-INDIA whose Confidential Information is disclosed to the Contractor.
- iv) "Receiving Party/ Recipient" means Contractor/ its employees / officers / representatives who receive and/or comes in possession of the Confidential Information of Employer.
- v) "Party" means authorized representatives of either Contractor or Employer and when used in plural this will mean Employer and GRID-INDIA collectively.
- vi) "Third Party" means personnel/ organization, other than authorized representatives of Employer and Contractor.

2. Obligations to maintain Confidentiality

This Agreement will apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential. Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such information that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential. Both parties agreed at during the Confidentiality Period:

- i) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
- ii) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
- iii) Receiving party agrees not to remove any of the Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Receiving party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be making off of the premises.
- iv) Receiving party shall have direct access to the Scheduling Application/data where all utilities will dispatch their energy on a daily basis. The receiving party would not provide any data/information/access to any entity/department engaged in Trading activities for facilitating

trading of electricity for utilities based on their surplus – deficit scenarios, either directly or via its associates/subsidiaries/partner

- v) All of the disclosing party Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- vi) The Contractor shall not directly or indirectly copy, reproduce, remove, alter, delete, modify, edit, transfer, transmit, divulge, or disclose Confidential Information in whole or in part.

3. Exceptions

The obligations contained in Clause 2 above, shall not apply to each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

- a) which is in the public domain at the time of disclosure; or
- b) which later becomes part of the public domain through no breach of this Agreement and only after such later date; or
- c) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- d) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- e) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- f) is disclosed with the prior consent of the disclosing party; or
- g) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- h) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party; or
- i) which Receiving party is obligated to disclose under law or by the order of a competent Court, Government or any other Regulatory Authority, copy of the information shall be shared by one party to the other.

4. Property of Disclosing Party

Confidential Information is proprietary to the Disclosing Party and shall remain, the property of Disclosing Party.

5. No Copies

- a. Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party.
- b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information containing or consisting of the disclosing party's Confidential Information all copies thereof or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

6. No Disclosure

Contractor and its employees, officers, agents and affiliates shall hold Confidential Information in confidence and take all reasonable steps to preserve the confidential and proprietary nature of Confidential Information, including, without limitation:

- i. refraining from disclosing Confidential Information to persons within its and its affiliates' and agents' organisations not having a reason to know, and all persons outside such organisations, and
- ii. advising all of its employees, officers, agents and affiliates that have access to Confidential Information of its confidential and proprietary nature.

7. Duration

This Agreement shall be valid for a period of 6 (six months) beyond the validity of the Letter of Award (LOA) fordated for a scope of work..... The obligations of Contractor hereunder with regard to Confidential Information disclosed prior to expiry / termination shall continue to survive for a period of six (6) months after such expiry / termination.

8. Waivers

Contractor understands that the Disclosing Party may waive some of the requirements expressed in this Agreement but such a waiver to be effective must be made in writing by the Disclosing Party and should not in any way be deemed a waiver of Contractor right to enforce any other requirements or provisions of this Agreement.

9. Assignment

This Agreement is not assignable by either Party without an express written approval of the other party.

10. Miscellaneous Provisions

i) Amendments

No modification, amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

ii) This Agreement constitutes an entire Agreement between the parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

iii) If any provision of this Agreement is held to be void, invalid or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such void, invalid or in operative provision had not been a part hereof.

iv) This Agreement and Letter of Award hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

v) Dispute Resolution and Governing Law

If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this agreement regarding the

respective rights and liabilities of the Parties under this Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations.

Should no such solution be arrived at within one month from the first attempt by the Parties hereto to resolve the problems to dispute, the aggrieved Party shall send to the other Party a registered letter intimation requesting reference of the matter to Arbitration. Notwithstanding anything to the contrary, if any dispute/disagreement/differences ("Dispute") arise between the Parties during the subsistence of the said agreement and/or thereafter, in connection with, inter alia, the validity, interpretation, implementation and/or alleged breach of any provision of the said agreement, jurisdiction or existence/ appointment of the arbitrator or of any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator who shall be appointed as per the Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time and shall be in the English Language. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first hereinbefore written.

Signed, sealed and delivered by:

Mr. / Ms.

Designation

In the presence of witness :

Signature:

Name :

For Grid Controller of India Limited (GRID-INDIA).

Address:

In the presence of witness :

Signature :

Name :

FORMAT OF AGREEMENT

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF ₹ 100/- PURCHASED IN THE NAME OF CONTRACTOR)

“AGREEMENT”

This Agreement made this _____ day of _____ between Grid Controller of India Limited (GRID-INDIA) {Formerly known as “Power System Operation Corporation Limited” (POSOCO)} (A Govt of India Undertaking), a Company incorporated under the Companies Act, 1956, having its registered office, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016 (hereinafter referred to as “Owner” or GRID-INDIA which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and _____ Having its registered office at _____ (hereinafter referred to as the “Contractor” which expression shall include its administrations, successors, executors and permitted assigns) of the other part.

WHEREAS GRID-INDIA desirous for as per its bid specification No _____.

AND WHEREAS _____ had participated in the above referred bidding vide their _____ Dated _____ and GRID-INDIA awarded the contract to _____ dated _____ on terms and conditions of documents referred to therein, which have been accepted by _____ resulting into a “contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

- 1.0 : Article
- 1.1: Award of Contract

GRID-INDIA has awarded the Contract to _____ for the work of _____ on the terms & conditions contained in its Letter of Award No. _____ dated _____ and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

2.0: CONTRACT DOCUMENTS: The Contract shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- i) GRID-INDIA’s bidding Documents issued vide GeM portal of Tender Ref. No. _____ Dtd _____ Consisting of Terms & Conditions of Contract including all amendments.
- ii) GRID-INDIA’s Technical Specification including Amendments issued vide Tender Ref. No. _____ Dtd _____
- iii) Contractor’s proposal Bid ID No. _____ dated _____ submitted by them.
- iv) GRID-INDIA’s Letter of Award No _____ dated _____ duly accepted by CONTRACTOR.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its “Proposal” but not agreed to specifically by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

3.0: Conditions & Covenants

3.1: The scope of Contract, consideration, terms of payment, taxes wherever applicable, insurance, liquidated damaged, performance Guarantee and all other terms and conditions are contained in GRID-INDIA’s Letter of Award No _____ dtd _____ read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2: The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful completion of the subject work, unless otherwise specifically excluded in the specifications under “exclusions” or Letter of Award.

3.3 : Time Schedule : Time is the essence of the contract and schedules shall be strictly adhered to and Contractor shall perform the work in accordance with the agreed schedule as given in the LOA.

3.4: Quality Plans:

3.4.1: The contractor is responsible for the proper execution of the quality plans. The work beyond the customer’s hold points will progress only with the owner’s consent. The owner will also undertake quality surveillance and quality audit of the contractor/subcontractors works, systems and procedures and

quality control activities. The contractor further agrees that any change in the quality plan will be made only with the owner's approval. The contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

3.4.2: The contractor also agrees to provide the owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of contractor's quality assurance systems.

3.4.3: It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

3.5: It is further agreed by the contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the performance or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority.

3.6: This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

4.0: SETTLEMENT OF DISPUTES:

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause No. 49.0 of the Conditions of the Contract and the provisions of the Indian Arbitration & reconciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF the parties through their duly authorised representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Delhi.

WITNESS:

1..... (Owner's Signature)
Printed Name

2. (Designation)
Company's Stamp

1. (Contractor's signature)
Printed name

2. (Designation)
Company's stamp

FORMS & FORMATS

Form E.1: Eligibility Criteria Cover Letter (Company Letter head)

The Chief Manager (Contracts and Material)
Grid Controller of India Limited
Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)
8th/9th Floor, IFCI Tower
61, Nehru Place
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi.

Dear Sir,

We, the undersigned, offer to provide Services to GRID-INDIA in response to the RFP dated <insert RFP date> and RFP No <insert RFP no> for "Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi".

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that <Name of Firm> is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that <Name of Firm> fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

We hereby agree to formally train & get the deployed manpower duly certified as skilled workforce through Recognition of Prior Learning (RPL) under Ministry of Skill Development and Entrepreneurship within two months from the date of commencement of deployment of manpower under the contract, if the contract is awarded on us.

We are hereby submitting our Bids, which include the Eligibility Criteria, Technical Bid and the Financial Bid in separate covers. We hereby declare that all the information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the Fact Sheet. We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the Fact Sheet.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/State Government during the last three (3) years from the original bid opening date.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form E.2: Turnover Certificate

To,
The Chief Manager (Contracts and Material)
Grid Controller of India Limited
Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)
8th/9th Floor, IFCI Tower
61 , Nehru Place
New Delhi-110019

Sub: Submission of Annual Turnover in response to the RFP No <> dated <> for Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi.

S. No.	Financial Year	Annual Turnover (INR Crores)
1.	FY 2017-18	
2.	FY 2018-19	
3.	FY 2019-20	
4.	FY 2020-21	
5.	FY 2021-22	

Note:

1. The audited Financial Statements for the corresponding year have to be enclosed.
2. The certificate must have UDIN issued by ICAI.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

Form E.3: Conflict of Interest (Company Letter head)

To,

The Chief Manager (Contracts and Material)
Grid Controller of India Limited
Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)
8th/9th Floor, IFCI Tower
61 , Nehru Place
New Delhi-110019

Sub: Undertaking on Conflict of Interest regarding for Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi.

Dear Sir,

I/We do hereby undertake that there is the absence of actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with GRID-INDIA.

I/We also confirm that there are no potential elements (timeframe) for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold GRID-INDIA harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by GRID-INDIA and/ or its representatives if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

**Form E.4: Declaration of Compliance of Order
(Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the
General Financial Rules (GFRs), 2017 (Company Letter head)**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (*full names*), do hereby declare,
in my capacity as of M/s
.....(*name of bidder entity*), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s(*name of bidder entity*) **is not from such a country or, is from such a country** (*strike out whichever is not applicable*), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Form E.5: Format for Power of Attorney (PoA) executed in favour of the Authorized Signatory (To be executed on a non-judicial stamp paper of INR 100/-

The Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our Bid in response to the RFP bearing number _____ for '<RFP Name>' dated _____, including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Grid Controller of India Limited {Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)} of India (hereinafter referred to as the "GRID-INDIA"), representing us in all matters before the GRID-INDIA, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Bid and generally dealing with the GRID-INDIA in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the GRID-INDIA.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in the exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in the exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS THEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021

For _____

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Witness 2:

Name:

Name:

Designation:

Designation:

Address:

Address:

Signature:

Signature:

Form E6: Integrity Pact (To be executed on a non-judicial stamp paper of INR 100/-

INTEGRITY PACT

Between
Grid Controller of India Limited

Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)

having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016
hereinafter referred to as

"GRID-INDIA",

and

having its Registered

Office at

hereinafter referred
to as "**The
Bidder/Contractor**"
Preamble

GRID-INDIA intends to award, under laid-down organizational procedures, contract(s) for Hiring of Manpower for Corporate Centre & NLDC office of GRID-INDIA, New Delhi.

Package and Specification Number _____ dated _____.

GRID-INDIA values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, GRID-INDIA and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

(Signature)
(For & On behalf of GRID-INDIA)

(Signature)
(For & On behalf of Bidder/ Contractor)

Section I - Commitments of GRID-INDIA

1. GRID-INDIA commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - a. No employee of GRID-INDIA, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b. GRID-INDIA will, during the tender process treat all Bidder(s) with equity, fairness and reason. GRID-INDIA will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the
 - c. GRID-INDIA will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process and all known prejudiced persons.
2. If GRID-INDIA obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act , or if there be a substantive suspicion in this regard, GRID-INDIA will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under GRID-INDIA's Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution:
 - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of GRID-INDIA's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder/ Contractor)

- b. The Bidder/Contractor will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder/Contractor shall not pass any information provided by GRID-INDIA as part of business relationship to others and shall not commit any offence under PC / IPC Act.
- d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
- e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
- f. The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of GRID-INDIA.
- g. The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub- contractors and shall be responsible for the same.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award, has committed a transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, GRID-INDIA may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder/ Contractor)

- (2) If the Bidder/Contractor has committed a transgression through a violation of Section II such as to put his reliability or credibility into question, GRID-INDIA may, after following due procedures, ban /blacklist the Bidder/Contractor in line with GRID-INDIA's policy for "Black-Listing of Firms / Banning of Business". The imposition and duration of the ban will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The ban will be imposed for a maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, GRID-INDIA may revoke the ban prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If GRID-INDIA has disqualified the Bidder from the tender process prior to the award under Section III, GRID-INDIA is entitled for forfeiture of the Bid Guarantee under the Bid.
- (2) If GRID-INDIA has terminated the contract under Section III or if GRID-INDIA is entitled to terminate the contract under Section III, GRID-INDIA shall be entitled to forfeit the Contract Performance Guarantee of this contract, in full or part thereof as may be decided, besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall disclose in its Bid any transgressions occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle.
- (2) If the Bidder makes incorrect statement on this subject, it can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and further action can be taken in line with GRID-INDIA's policies.

Section VI - Equal treatment to all Bidders / Contractors

- (1) GRID-INDIA will enter into agreements with identical conditions as this one with all Bidders.
- (2) GRID-INDIA will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder/ Contractor)

Section VII - Punitive Action against violating Bidders / Contractors

If GRID-INDIA obtains knowledge of conduct of a Bidder or a Contractor or its subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if GRID-INDIA has substantive suspicion in this regard, GRID-INDIA will inform the Chief Vigilance Officer (CVO).

(*Section VIII - Independent External Monitor/Monitors

- (1) GRID-INDIA has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. The names of the IEMs have been indicated in the Bidding Documents.
- (2) The panel of IEMs shall review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The panel of IEMs has right of access to all project documentation. The panel of IEMs may examine any complaint received by them and submit a report to Chairman-cum-Managing Director, GRID-INDIA, giving joint findings, at the earliest. The panel of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / She reports to the Chairman-cum-Managing Director, GRID-INDIA.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of GRID-INDIA related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) GRID-INDIA will provide to the IEMs information as sought by him / her which could have an impact on the contractual relations between GRID-INDIA and the Bidder/Contractor related to this contract. The IEMs shall also sign declaration on 'Non- Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum- Managing Director, GRID-INDIA and recuse himself/herself from that case.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he / she will so inform the Chairman-cum-Managing Director, GRID-INDIA and request the Chairman- cum-Managing Director, GRID-INDIA to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to GRID-INDIA and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to GRID-INDIA.

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder/ Contractor)

- (7) The IEM will submit a written report to the Chairman-cum-Managing Director, GRID-INDIA within 8 to 10 weeks from the date of reference or intimation to him by GRID-INDIA and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Chairman-cum-Managing Director, GRID-INDIA, a substantiated suspicion of an offence under PC / IPC Act, and the Chairman-cum- Managing Director, GRID-INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, GRID-INDIA and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.
- (10)The word 'IEM' would include both singular and plural.

(*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Clause 53 in General Conditions of Contract of the Bidding Documents.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of GRID-INDIA. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
4. Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
5. Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder/ Contractor)

6. Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

7. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Signature
(For & On behalf of GRID-INDIA)

Signature
(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Name :
Designation :

Name :
Designation :

Witness 1 :

Witness 1 :

Name :

Name :

Designation :

Designation :

Witness 2:

Witness 2 :

Name :

Name :

Designation :

Designation :

Form T.1: Technical Bid Cover Letter (Company Letter head)

To,
The Chief Manager (Contracts and Material)
Grid Controller of India Limited
{Formerly known as “Power System Operation Corporation Limited” (GRID-INDIA)}
8th/9th Floor, IFCI Tower
61 , Nehru Place
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi.

Dear Sir,

We, the undersigned, to provide Services to GRID-INDIA in response to the RFP dated <insert RFP date> and RFP No <insert RFP no.> for “Hiring of Manpower for CC & NLDC office of GRID-INDIA, New Delhi”. We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Financial Bid in separate covers.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the RFP.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/ State Government during the last three (3) years from the original bid opening date.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form T.2: Format for Work Experience Citation

General Information	
Name of the Contract	
Client for which the Contract was executed	
Name and contact details of the client	
Project Details	
Description of the Contract	
Scope of services	
Relevance to the current Contract	
Outcomes of the Contract	
Other Details	
Total cost of the Contract	
Total cost of the services provided by the Bidder	
Duration of the Contract (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the completion of the Projects (if any)	
Copy of LOA/ Agreement/ Client Certificate or self-certificate from authorized signatory	

Amendment-I

Sr. No.	Bid/RA Section	Description as per Tender	Amended as
1	CL. No. 1.(E)	Addition of Clause in the Scope of duties of Drivers.	viii. The driver shall be responsible for payment of Toll Tax, Parking charges, State Entry, Passenger Tax, Permits (other than Delhi/NCR) etc. All expenses incurred towards the same shall be paid as per actuals on submission of documentary evidence.
2	CL. No. 7(n)	Addition of Clause in Payment Terms under the head of "Miscellaneous Expenses".	n) Miscellaneous Expenses: i. All expenses incurred towards payment of Toll Tax, Parking charges, State Entry, Passenger Tax, Permits (other than Delhi/NCR) etc. shall be paid as per actuals on submission of documentary evidence. ii. Payment of Medical insurance, if any, as brought out at Para 1.(G).17 above shall be reimbursed on production of documentary evidence.
3	CI No. 1.(G).17. Medical Insurance for manpower with wages above ₹ 21,000/-	If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923 or any other requirement as per the policy of Government of India in vogue. In addition to the same, for medical treatment, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, provide medical insurance (with benefit upto ₹ 5 Lacs) to personnel deployed along with spouse & 2 children under the contract for medical treatment. Bidder shall furnish copy of Insurance policy, as and when sought by the Employer during the tenancy of the contract. The cost towards the insurances shall be borne by the contractor. Any amount above the estimated component at Sl. No. 8 in Annexure-B shall be borne by the Contractor and same shall not be reimbursed. However, GRID-INDIA shall pay the amount the amount limited to the estimate as indicated above. Accordingly, Service Charge shall be quoted inclusive of any payments made towards the same.	If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923 or any other requirement as per the policy of Government of India in vogue. In addition to the same, for medical treatment, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, provide medical insurance (with benefit upto ₹ 5 Lacs) to personnel deployed, along with spouse & upto 2 children under the contract for medical treatment. The medical insurance of deployed manpower shall be ensured by the contractor during the tenancy of contract with preference to ESI. However, due to change in ESI/wage revision, if any manpower is left uncovered under ESI, medical insurance as brought out above shall be provided by the contractor which shall be reimbursed by GRID-INDIA on production of documentary evidence. Bidder shall furnish copy of Insurance policy, as and when sought by the Employer during the tenancy of the contract.

Sr. No.	Bid/RA Section	Description as per Tender	Amended as
4	Cl. No. 43.F.(I) Payment of Gratuity Act 1972	Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.	Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act. The payment towards Gratuity shall be reimbursed by GRID-INDIA on submission of documentary evidence.
5	Annexure-A	Bill of Quantity	Bill of quantity has been revised considering the change in Per day Operation rate as brought out in Revised Annexure-B .
6	Annexure-A	Note 6. Service Charge/Contractor Profit in percentage (%) has to be quoted by the bidder. For the sake of arriving at Cost estimate the same has been considered as 0.85 % (Minimum Ceiling as per provisions of GeM portal). As per sub-clause 17 of Scope of Work, <i>“The cost towards Medical Insurance (for manpower with wages above ₹ 21,000/-) shall be borne by the contractor”</i> . Accordingly, Service Charge shall be quoted inclusive of any payments made towards the same.	Note 6. Service Charge/Contractor Profit in percentage (%) has to be quoted by the bidder. For the sake of arriving at Cost estimate the same has been considered as 0.85 % (Minimum Ceiling as per provisions of GeM portal).
7	Annexure-B	Row 7: Grand Total & Row 8: Charges for 27 days paid leave (Privilege + sick/ casual leave) per year	Stands deleted.
8	Annexure-B	Note 5: * ESI for Manpower is not payable as their Minimum wages is above ₹ 21,000/-. In line with Cl. 17. Under “Scope of Work”, Medical Insurance for manpower with wages above ₹ 21,000/- has to be provided by the Contractor. Any amount above the estimated component at Sl. No. 8 above shall be borne by the Contractor and same shall not be reimbursed. However, GRID-INDIA shall pay the amount the amount limited to the estimate as indicated above. Accordingly, Service Charge shall be quoted inclusive of any additional/extra payments made towards the same.	Note 5: * ESI for Manpower is not payable as their Minimum wages is above ₹ 21,000/-. The figure ₹28.15 is for estimation of Per day operation cost purpose only. In line with Cl. 17. Under “Scope of Work”, Medical Insurance for manpower with wages above ₹ 21,000/- shall be provided by the Contractor. Any amount paid towards the medical insurance shall be reimbursed directly to the contractor on production of documentary evidence.

Sr. No.	Bid/RA Section	Description as per Tender	Amended as
9	Annexure-B	New Note:	Note 6: The per day payment towards substitute manpower provided against leave taken by deployed manpower shall be as per the Total Operation Rate detailed above. Documentary evidence of statutory payments shall be provided along with invoice.
10	ePBG Detail	Duration of ePBG required is 62 Months	Duration of ePBG required is 39 Months. In the event of extension of contract for further period of 02 years, the value & validity of ePNG shall be extended accordingly by the successful bidder.

Annexure-K

Clarification-I to Pre Bid Queries				
Sr. No.	Bid/RA Section	Description as per tender	Seller Query/Representation	Proposed Modification/Amendment
1	Cl. No. 43.F.(I) Payment of Gratuity Act 1972	Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.	As per the Clause No-9 (Contract Period) This Contract is for initial three years with two years extension with the sole prerogative of Grid India . In these circumstances Gratuity Liability will be applicable for completion of Five years of Contract. Please clarify who will bear the Gratuity Liability . One of the solution to avoid the Gratuity Liability is to reduce the Contract extension period up to One Year ie. Total Four Years Contract.	Refer Amendment-I
2	Cl No. 1.(G).17. Medical Insurance for manpower with wages above ₹ 21,000/-	If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923 or any other requirement as per the policy of Government of India in vogue. In addition to the same, for medical treatment, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, provide medical insurance (with benefit upto ₹ 5 Lacs) to personnel deployed along with spouse & 2 children under the contract for medical treatment. Bidder shall furnish copy of Insurance policy, as and when sought by the Employer during the tenancy of the contract. The cost towards the insurances shall be borne by the contractor. Any amount above the estimated component at Sl. No. 8 in	In cases where minimum wages are more than Rs. 21000.00 then ESI is not applicable and we have to provide Medclaim Insurance of Rs. 5.00 Lacs . As per this Tender Medclaim policy cost should be inserted in serial number 8 of Annexure B which is related to Leave Payment. Please suggest where we should insert the cost of Medclaim policy . Please also Note that under Semi Skilled Category present minimum wages is Rs. 20488.00 which will be more then Rs. 21000.00 after future one or two increase, then also requirement of medical policy will arise . In our opinion Medclaim premium of Rs. 5.00 Lacs should be claimed on actual reimbursement basis on production of Medclaim	Refer Amendment-I

		Annexure-B shall be borne by the Contractor and same shall not be reimbursed. However, GRID-INDIA shall pay the amount the amount limited to the estimate as indicated above. Accordingly, Service Charge shall be quoted inclusive of any payments made towards the same.	Policy	
3	Annexure-B	* ESI for Manpower is not payable as their Minimum wages is above ₹ 21,000/-. In line with Cl. 17. Under “Scope of Work”, Medical Insurance for manpower with wages above ₹ 21,000/- has to be provided by the Contractor. Any amount above the estimated component at Sl. No. 8 above shall be borne by the Contractor and same shall not be reimbursed. However, GRID-INDIA shall pay the amount the amount limited to the estimate as indicated above. Accordingly, Service Charge shall be quoted inclusive of any additional/extra payments made towards the same		
4	ePBG Detail	Duration of ePBG required is 62 Months	Performance Bank Guarantee should be 3% of the Annual Contract Value instead of Total Contract value. PBG validity may be for three years or otherwise as per contract.	Refer Amendment-I