

Amendment-I dated 28.11.2024 to the RfP document of Appointment of Independent Engineer for “Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-2: 5.5 GW) (Jaisalmer/Barmer Complex): Part H1”. Spec. No. CTUIL/IE/2024-25/53. GeM Bid: GEM/2024/B/5566681

Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
1	Clause 2.5, Section-III, Conditions of Contracts	<p>Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any bidder 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:</p> <ul style="list-style-type: none"> (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 Proposal; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Bidder or influence the decisions of the Employer regarding this bidding process. 	<p>Replace the existing provision with the following:</p> <p>Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any bidder 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:</p> <ul style="list-style-type: none"> (a) they have a controlling partner(s) in common; or (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or (c) they have the same legal representative/agent for purposes of this Proposal; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Bidder or influence the decisions of the Employer regarding this bidding process; or (e) In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/management and submits bid from more than one units. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business;

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
2	Cl. 8 (II) (a) (ii) (l)	--	<p>Add new clause as per the following:</p> <p>(l) Attachment 12 : Declaration by the bidder for ‘Code of Integrity for Public procurement’ <i>(uploading of Scanned Copy)</i></p> <p>The bidder shall furnish in its bid the declaration about abiding by a ‘Code of Integrity for Public Procurement’ in accordance with Clause 38, Section-III-Conditions of Contracts.</p> <p>Bidder’s failure to submit the ‘Declaration for Code of Integrity for Public procurement’ along with the Bid or subsequently pursuant to Clause 20 of Section-III shall lead to outright rejection of the Bid.</p>
4	Clause 20.0, Section-III	<p>CLARIFICATION OF PROPOSALS</p> <p>During proposal evaluation, the Owner may, at its discretion, ask the Consultant for a clarification of its proposal. In case of erroneous/non-submission of</p>	<p>Replace the existing provision with the following:</p> <p>CLARIFICATION OF PROPOSALS</p> <p>During proposal evaluation, the Owner may, at its discretion, ask the Consultant for a clarification of its proposal. In case of erroneous/non-submission of</p>

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		<p>documents related to/identified in <u>Sub-Clause 8.0(II) (a)(ii) - (b), (c), (d), (e), (f), (g), (h), (i) & (j) and</u> complete annual reports of Last three financial years together with Audited statement of accounts, Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids), documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs required to be submitted by the Consultant as per the provisions of the RfP Documents, the Employer may give the Consultant not more than 07(Seven) <u>days'</u> notice to rectify/furnish such documents, failing which the Proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price and CVs or substance of the Proposal shall be sought, offered or permitted.</p> <p>In case of non-submission of documents related to/identified in Attachment-11 {'Information regarding ex-employees of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 days' notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard.</p>	<p>documents related to/identified in <u>Sub-Clause 8.0(II) (a)(ii) - (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and</u> complete annual reports of Last three financial years together with Audited statement of accounts, Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids), documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs required to be submitted by the Consultant as per the provisions of the RfP Documents, the Employer may give the Consultant not more than 07(Seven) days' notice to rectify/ furnish such documents, failing which the Proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price and CVs or substance of the Proposal shall be sought, offered or permitted.</p> <p>In case of non-submission of documents related to/identified in Attachment-11 {'Information regarding ex-employees of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 days' notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard.</p>

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
5		<p>38.0 FRAUD AND CORRUPT PRACTICES</p> <p>38.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfP, employer shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.</p> <p>38.2 Without prejudice to the rights of Employer, if a Bidder or Consultant, as the case may be, is found by the employer 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 Selection Process, or after the issue of the notification of Award, such bidder or Independent Engineer shall not be eligible to participate in any tender or RfP issued by Employer during a period of 2</p>	<p>Replace Clause 38.0 with the following provisions:</p> <p>38. FRAUD AND CORRUPT PRACTICES</p> <p>38.1 It is the Employer’s policy that requires the bidder to sign a declaration alongwith its bid about abiding by a ‘Code of Integrity for Public Procurement’. This policy is attached as Annexure-B to Section-III.</p> <p>38.2 In pursuance of this policy, the Employer:</p> <p>(a) will take appropriate measures in line with the above policy if it determines that the bidder recommended for award has, directly or through an agent, has violated this Code of Integrity in competing for the contract in question; and</p> <p>(b) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.</p>

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
		<p>(two) years from the date such bidder or Independent Engineer, as the case may be, is found by Employer to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p> <p>38.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:</p> <p>“Corrupt Practice” means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement process.</p> <p>“Fraudulent Practice” means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to</p>	

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		<p>deprive Employer of the benefits of competitive prices.</p> <p>“collusive practice” shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer.</p> <p>“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>“Obstructive practice” means</p> <p>(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,</p> <p>or</p> <p>(b) acts intended to materially impede the exercise of the contractual rights or audit or</p>	

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
		<p>access to information</p> <p>In persuasions of its policy, the Employer will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.</p>	
6	Clause 2.1 (l), Letter of Proposal, Section-IV	--	<p>Add a new clause 2.1 (l), Letter of Proposal, Section-IV:</p> <p>(l) Attachment 11 : Declaration by the bidder for ‘Code of Integrity for Public procurement’ <i>(uploading of Scanned Copy)</i></p> <p>The bidder shall furnish in its bid the declaration about abiding by a ‘Code of Integrity for Public Procurement’ in accordance with Clause 38, Section-III-Conditions of Contracts.</p> <p>Bidder’s failure to submit the ‘Declaration for Code of Integrity for Public</p>

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
			<p>procurement’ along with the Bid or subsequently pursuant to Clause 20, Section-III-Conditions of Contracts of Section-III shall lead to outright rejection of the Bid.</p>
7	Clause 11.8(e), Section-III, Conditions of Contracts	--	<p>Add a new provision as per the following:</p> <p>(e) In case of violation/transgression of ‘Code of Integrity for Public Procurement’ by the bidder/contractor in competing for the Contract, in accordance with Clause 38, Section-III of Conditions of Contract;</p>
8.	Clause 65.0, Section-III, Conditions of Contract	--	<p>Add a new Clause 65.0 in Section-III Conditions of Contract:</p> <p>65.0 Whistle Blower and Fraud Prevention Policy</p> <p>65.1 The Contractor along with its associate/Collaborators/Sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies. The contractor along with their</p>

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
			<p>associate/Collaborators/Sub-contractors/sub-vendors/ consultants/ service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract. The contractor shall immediately appraise the Employer about any fraud or suspected fraud as soon as it comes to their notice</p>
9.	Clause 12.0, Letter of Proposal, Section-IV	--	<p>Add a new clause 12.0 in Letter of Proposal, Section-IV of RfP Document:</p> <p>12.0 We, hereby, declare that we, along with our associate/Collaborators/Sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer.</p> <p>We, along with our associate/Collaborators/Sub-contractors/sub-vendors/ consultants/ service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract and would immediately appraise the Employer about any fraud or suspected fraud as soon as it comes to our notice.</p>
10.	Clause 11.3, Section-III,	11.3 The proposal security shall, at the bidder’s option, be in the form of a crossed bank	11.3 The proposal security shall, at the bidder’s option, be in the form of a crossed bank draft/pay

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
	Conditions of Contract	<p>draft/pay order /banker certified cheque in favour of Employer i.e. ‘Central Transmission Utility of India Limited’ payable at Gurgaon or a bank guarantee, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p> <p>(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.</p> <p>The format of the bank guarantee shall be in accordance with the form of proposal security included in the RfP Documents. proposal</p>	<p>order /banker certified cheque in favour of Employer i.e. ‘Central Transmission Utility of India Limited’ payable at Gurgaon or a bank guarantee, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p> <p>(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.</p> <p>Or the proposal security shall, at the bidder’s option, be in the form of Insurance Surety Bond from an Insurer as per the guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended time to</p>

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
		<p>Security shall be valid upto date specified in Special Conditions of Contract (SCC), Section-IV of RfP Document, or any other date as subsequently requested under Clause 12.2 below.</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>time.</p> <p>The format of the bank guarantee/ Insurance Surety Bond shall be in accordance with the form of proposal security/ Insurance Surety Bond included in the RfP Documents. proposal Security shall be valid upto date specified in Special Conditions of Contract (SCC), Section-IV of RfP Document, or any other date as subsequently requested under Clause 12.2 below.</p> <p>.....</p> <p>.....</p> <p>.....</p>
11.	Clause 37.1, Section-III, Conditions of Contract	<p>37.1 The successful Bidder to whom the work is awarded shall be required to furnish a Contract Performance security in favour of the Employer. The performance security shall, at the Consultant’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer or in the Form of unconditional Bank Guarantee in proforma enclosed as <i>Annexure-A to this Conditions of Contract</i>, from a bank acceptable to the owner, within fifteen Days (15) after the date of Award of the contract as per Clause 35.0 above.</p>	<p>37.1 The successful Bidder to whom the work is awarded shall be required to furnish a Contract Performance security in favour of the Employer. The performance security shall, at the Consultant’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer or in the Form of unconditional Bank Guarantee/ Insurance Surety Bond in proforma enclosed as <i>Annexure-A to this Conditions of Contract</i>, from a bank acceptable to the owner, within fifteen Days (15) after the date of Award of the contract as per Clause 35.0 above.</p>
12.	Clause 37.3, Section-III,	<p>37.3 During execution of contract the Consultant, after submission of Performance Security in</p>	<p>37.3 During execution of contract the Consultant, after submission of Performance Security in form</p>

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Sl. No.	Clause Ref.	Existing provisions	Proposed Amendment
	Conditions of Contract	form of a crossed bank draft/pay order /banker certified cheque/ online payment through IMPS/NEFT, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.	of a crossed bank draft/pay order /banker certified cheque/ online payment through IMPS/NEFT, may opt to furnish the Performance Security in form of bank guarantee/ Insurance Surety Bond for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.
13.		In accordance with the Sl. No. 2 above, declaration is attached herewith as “ 13_Attachment 12- Declaration by the bidder for ‘Code of Integrity for Public procurement’ ”.	
14.		In accordance with the Sl. No. 5 above, the policy “Code of Integrity for Public Procurement” is attached herewith as “ Annexure-B to Section-III ”.	
15.		In accordance with Sl. No. 6 & 9 above, Letter of proposal is revised and revised letter of proposal is attached herewith.	
16.		In accordance with Sl. No. 10 above, Bid Security Performa is revised and revised Bid Security Performa is attached herewith.	
17.		In accordance with Sl. No. 11 above, “ 05 Annexure-A to Section-III ” is revised and revised “ 05 Annexure-A to Section-III ” is attached herewith.	

Package Name:
Spec. No.:

Letter of Proposal

(To be Submitted in First Envelope Bid i.e. in Technical Cover on Portal)

Proposal Ref. No.

Date:

To,

C&M

Central Transmission Utility of India Limited

(A wholly owned subsidiary of POWERGRID)

10th floor, IRCON International Tower-1, Plot No. 16

Sector-32, Gurugram – 122003, Haryana

Name of Package:

Dear Sir,

1.0 Having examined the RfP Documents, including Amendment/Addenda the receipt of which is hereby acknowledged, we the undersigned, offer to deliver services as per provisions of Terms of Reference (ToR) under the above-named package in full conformity with the said RfP Documents. In accordance with provisions of the RfP Documents, we hereby submit our Proposal, in two envelopes i.e. First Envelope & Second Envelope (to be opened subsequently).

1.1 We meet eligibility requirements and have no conflict of interest in accordance with Clause 2.5 Section-III (Conditions of Contract).

1.2 We shall render all the services under the subject assignment from within India only. No services are envisaged to be taken from sources / personnel from abroad.

2.0 Attachments to the Letter of Proposal:

Package Name:
Spec. No.:

2.1 In line with the requirement of the RfP Documents, we enclose herewith the following Attachments to this Letter of Proposal:

- (a) Attachment 1 : Bid Security or documentary evidence in support of exemption of Bid Security (*submission of Hard copy in "Original" and uploading of Scanned Copy*).
- (b) Attachment 2 : Bidder's Credentials towards Technical Evaluation Criteria (*uploading of Scanned Copy and Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification*)

The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence defining (i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv) In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The complete annual reports together with Audited statement of accounts of the company for last three years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to Clause 19.0 or the Technical Evaluation pursuant to ITB Clause 26.2 is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clause 20.0, the Bid shall be rejected.

- (c) Attachment 3 : Undertaking regarding unconditional acceptance of Provisions of RfP documents (*uploading of Scanned Copy*)
- (d) Attachment 4 : Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises (*uploading of Scanned Copy*)
- (e) Attachment 5 : Power of Attorney (*submission of Hard copy in "Original" and uploading of Scanned Copy*)

Package Name:
Spec. No.:

A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and thus that the Proposal is binding upon the Bidder during full period of its validity, in accordance with Clause 12.0 below.

Further, Bidder shall furnish copy of partnership deed, in case of partnership firm, Memorandum and Articles of Association, in case of limited company, ownership certificate in case of sole or proprietorship firm.

Bidder shall furnish this PoA in its own format.

- (f) Attachment 6 : Certification by the Bidder as per DoE Order in line with Clause 2.2 (*uploading of Scanned Copy*)
- (g) Attachment 7 : Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order (*submission of Hard Copy in 'Original'*), to be submitted on a non-judicial stamp paper of Rs. 100/-.

In line with the PPP-MII order, the bidder shall submit the Affidavit of self-certification, in original, indicating the percentage of Local Content and certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order, on a non-judicial stamp paper of Rs. 100/-.

Further, Self-certification submitted by the bidder may be verified randomly by the committee constituted as per PPP-MII order. In case of false documents/ misrepresentation of the facts, requisite action against such bidder will be taken based on the recommendation of the committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII order shall also be suitably considered in regard to verification/ action of the certificate

- (h) Attachment 8 : Declaration by the Bidder regarding events encountered pursuant to Clause 2.4 (*uploading of Scanned Copy*)
- (i) Attachment 9 : Integrity Pact (*submission of Hard copy in "Original" and uploading of Scanned Copy*)

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

Package Name:
Spec. No.:

Part in a separate envelope, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-.

- (j) Attachment 10 : KMP Declaration (*uploading of Scanned Copy*)
- (k) Attachment 11 : Information regarding Ex-employees of CTUIL/ POWERGRID in our Organization (*uploading of Scanned Copy*)
- (l) Attachment 12 : Declaration by the bidder for 'Code of Integrity for Public procurement' (*uploading of Scanned Copy*)

The bidder shall furnish in its bid the declaration about abiding by a 'Code of Integrity for Public Procurement' in accordance with Clause 38, Section-III-Conditions of Contracts.

Bidder's failure to submit the 'Declaration for Code of Integrity for Public procurement' along with the Bid or subsequently pursuant to Clause 20 of Section-III shall lead to outright rejection of the Bid

3.0 We are a Micro and Small Enterprise (MSE) registered with, a designated Authority of GoI under the Public Procurement Policy for MSEs Order, 2012, Notification dated 01/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. (To be filled by MSE Company only).

4.0 We have understood the instructions and the terms and conditions mentioned in the enquiry furnished by you and have thoroughly examined the terms and conditions laid down by you in the RfP documents for Engagement of consultant and are fully aware of the nature of consultancy services required.

4.1 We declare that as specified in Clause 9.0 of Section-III: Conditions of Contracts of RfP Documents, prices quoted by us shall be Firm & Fixed and shall not be subject to any adjustment during course of the Contract.

5.0 We declare that we are making the offer on a single source responsibility basis.

6.0 Our Proposal shall remain valid for acceptance for a period of 180 (One Hundred and Eighty) days from Bid submission end date of the First Envelope Proposal.

7.0 We have not made any deviations from the requirement of the RfP document and we have also not made any tampering or changes in the RfP documents on which the Proposal is being submitted and if any tampering or changes are detected at any stage, we understand the Proposal will invite summary rejection /the contract will be liable to be terminated, even if Award has been issued.

Package Name:
Spec. No.:

- 8.0 We understand that you are not bound to accept the lowest or any Proposal you may receive.
- 9.0 We are aware that the Price Schedule do not generally give a full description of the Work to be performed and we shall be deemed to have read the Terms of Reference and other sections of the RfP Documents to ascertain the full scope of Work while filling-in the rates and prices in Second Envelope.
- 10.0 We declare that prices quoted by us in second envelope includes all charges including GST. However, we understand that the GST shall be paid as per GeM terms & Conditions. We further agree that the entered prices shall be deemed to cover for the full scope as aforesaid, including overheads and profits.
- 11.0 We hereby declare that only the company, persons of firms interested in this proposal as principal or principals are named herein and that no other company person or firm other than the one mentioned herein have any interest in this proposal or in the contract to be entered into, if are awarded this contract, and that this proposal is made without any connection with any other persons, firm or party, likewise submitting a proposal and that this proposal in all respect for and in good faith without collusion or fraud.
- 12.0 We, hereby, declare that we, along with our associate/Collaborators/Sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer.
- We, along with our associate/Collaborators/Sub-contractors/sub-vendors/ consultants/ service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract and would immediately appraise the Employer about any fraud or suspected fraud as soon as it comes to our notice.

Date :

Printed Name :

Place :

Designation :

**PROPOSAL SECURITY FORM
(for the bank Guarantee)**

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.))

Bank Guarantee No.:
Date:

To: *(insert Name and Address of Employer)*

WHEREAS M/s. *(Insert name of Bidder)*..... having its Registered/Head Office at *(Insert address of the Bidder)* (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Proposal for the performance of the Contract for *(Enter Package Name)*, under **Specification No.:** (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/Head Office at*(insert address of registered office of the bank)*..... (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto Central Transmission Utility of India Limited (hereinafter called "the Employer") in the sum of*(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its Proposal during the period of proposal validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
- (3) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his proposal pursuant to Clause 31.0 of Section-III, Conditions of Contract; or
- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit

- (i) to sign the Contract Agreement, in accordance with Clause 36.0 of Section-III (Conditions of Contract), or
 - (ii) to furnish the required performance security(ies), in accordance with Clause 37.0 of Section-III (Conditions of Contract) and/or to keep the proposal security valid as per the requirement of Clause 11.3 of Section-III (Conditions of Contract).
- or

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

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date in line with Clause 11.3 of Section-IV, Conditions of Contract*)....., and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [*value in words*]_____.
- 2. This Bank Guarantee shall be valid upto _____(*validity date*)_____.
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

1. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

2. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at *Clause 11.4 of Section-III, Conditions of Contract* in their Trade Finance Portal.**

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

**PROPOSAL SECURITY FORM
(For Insurance Surety Bond)**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To: (insert Name and Address of Employer)

WHEREAS M/s. (Insert name of Bidder)..... having its Registered/Head Office at (Insert address of the Bidder) (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '.....', under Specification No.: (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (*insert name & address of the Insurer*) having its Registered/Head Office at(*insert address of registered office of the Insurer*)..... (hereinafter called "**the Insurer**" which expression shall include its successors, administrators, executors and assigns), are bound unto(*insert name of Employer*)..... (hereinafter called "the Employer") in the sum of(*insert amount of Bid Security in figures & words*)..... for which payment well and truly to be made to the said Employer, the **Insurer** binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said **Insurer** this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its Proposal during the period of proposal validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
- (3) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his proposal pursuant to Clause 31.0 of Section-III, Conditions of Contract; or
- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with Clause 36.0 of Section-III (Conditions of Contract), or

(ii) to furnish the required performance security(ies), in accordance with Clause 37.0 of Section-III (Conditions of Contract) and/or to keep the proposal security valid as per the requirement of Clause 11.3 of Section-III (Conditions of Contract).

or

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

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date in line with Clause 11.3 of Section-IV, Conditions of Contract*), and any demand in respect thereof must reach the **Insurer** not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [*value in words*]_____].
2. This **Insurance Surety Bond** shall be valid upto _____(*validity date*)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note:

- 1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
- 2. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
- 3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.**
- 4. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

Annexure-A to Section-III: Conditions of Contract

ANENXURE-A

**1. PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE
(for the Bank Guarantee)**

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....[Name of Independent Engineer].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

Generated through GeM portal on(insert date of the GeM Contract Order).....
between you and M/s (Name of Independent Engineer),

(or)

vide GeM Contract Order Generated through GeM portal on (insert date of the
GeM Contract Order)....by you to M/s (Name of Independent
Engineer),

having its Principal place of business at(Address of Independent Engineer)
..... and Registered Office at(Registered address of Independent
Engineer) ("**the Independent
Engineer**") concerning (Indicate brief scope of work)
for the complete execution of the (insert name of Package alongwith name of the
Project)..... [Applicable for Bank Guarantees issued by Consultant for those Contracts
awarded to them]

By this letter we, the undersigned,(insert name & address of the issuing bank)
....., a Bank (which expression shall include its successors, administrators, executors
and assigns) organized under the laws of and having its
Registered/Head Office at(insert address of registered office of the bank)..... do
hereby irrevocably guarantee payment to you up to i.e., five
percent (5%) of the Contract Price until ninety (90) days beyond scheduled date of final
acceptance of work i.e., upto and inclusive of (dd/mm/yy).

Annexure-A to Section-III: Conditions of Contract

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the *Independent Engineer* to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the *Independent Engineer* to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond scheduled date of final acceptance of work i.e. upto and inclusive of (dd/mm/yy) 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 Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the *Independent Engineer*, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

Annexure-A to Section-III: Conditions of Contract

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].
2. This Bank Guarantee shall be valid upto _____(validity date)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note :

Annexure-A to Section-III: Conditions of Contract

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758.

Unquote

4. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 12.1.4 Section-III, conditions of contract in their Trade Finance Portal.**
Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

2. PERFORMANCE SECURITY FORM

(For Insurance Surety Bond)

Annexure-A to Section-III: Conditions of Contract

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on (insert date of the notification of award)
...by you to M/s (Name of Contractor),

(or)

signed on(insert date of the Contract)..... between you and M/s
(Name of Contractor),

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project) [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on(insert date of the Contract)..... between you and M/s
(Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at

Annexure-A to Section-III: Conditions of Contract

.....(Registered address of Associate), the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing **Insurer**), a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the **Insurer**) do hereby irrevocably guarantee payment to you up to i.e., five percent (5%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this **Insurance Surety Bond** shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) 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 Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way

Annexure-A to Section-III: Conditions of Contract

impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This **Insurance Surety Bond** shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Annexure-A to Section-III: Conditions of Contract

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

1.0 Code of Integrity for Public Procurement

1.1 Employer as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Employer, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) "Conflict of interest": any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
- vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
- vii) "Obstructive practice": materially impede the Employer's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Employer's rights of audit or access to information.

1.2 Obligations for Proactive Disclosures

- i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

1.3 Punitive Provisions: Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the Bidding Documents or Contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, POWERGRID may take appropriate measures including one or more of the following:

- i) if the bid(s) is under consideration in any procurement
 - a) Forfeiture or encashment of Bid Security
 - b) calling off of any pre-contract negotiations, and;
 - c) rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded
 - a) Cancellation/termination of the contract in question;
 - b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of the contract in question;
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "*Black-Listing of Firms / Banning of Business*".

- b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.4 In pursuance to this policy, the Employer will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance under this project only and to have them audited by auditors appointed by the Employer.

-----End of Appendix-II of SCC-----

(Declaration by the bidder for 'Code of Integrity for Public procurement')

Bidder's Name and Address:

To:

Name :

Address :

C&M

Central Transmission Utility of India Limited

(A wholly owned subsidiary of POWERGRID)

10th floor, IRCON International Tower-1, Plot No. 16

Sector-32, Gurugram - 122003, Haryana

Dear Sir,

1.0 We have read the provisions of the bidding documents regarding abiding by the 'Code of Integrity for Public Procurement'. Accordingly, we hereby declare that we shall abide by the 'Code of Integrity for Public Procurement' as mentioned under Clause 38, Section-III, Conditions of Contracts of the Bidding Documents.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

(a)

(b)

(c)

2.0 We also accept that in case of violation/transgression of this code by us in competing for or in executing the Contract, Employer has the right to take punitive measures as per the provisions of the Bidding Documents and/or CTUIL/POWERGRID's policy and procedure.

Date:

Name and Signature:

Place:

Designation: