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| **Section-II**  **INSTRUCTION TO BIDDERS (ITB)** |

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**INSTRUCTION TO BIDDERS (ITB)**

**Preamble**

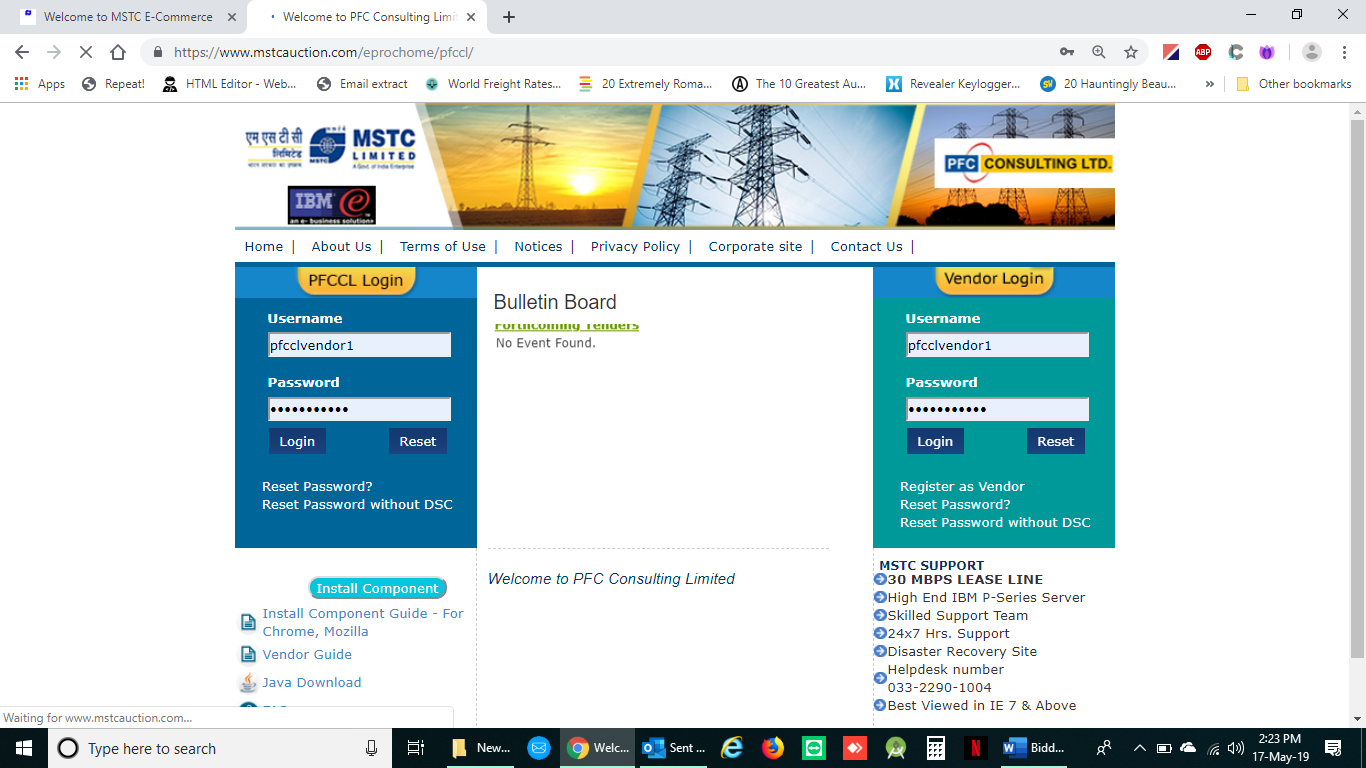
This section (Section–II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides ‘Special Instruction to Bidders for E- Tendering’, information on bid submission and uploading the bid on portal *https://www.mstcecommerce.com/eprochome/*, on line bid opening, evaluation and on Empanelment and Award criteria. This Section (Section-II) contains provisions that are to be used unchanged unless Section-III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section-II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section–II & Section–III, the provisions of Section–III shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section – IV: General Conditions of Contract.

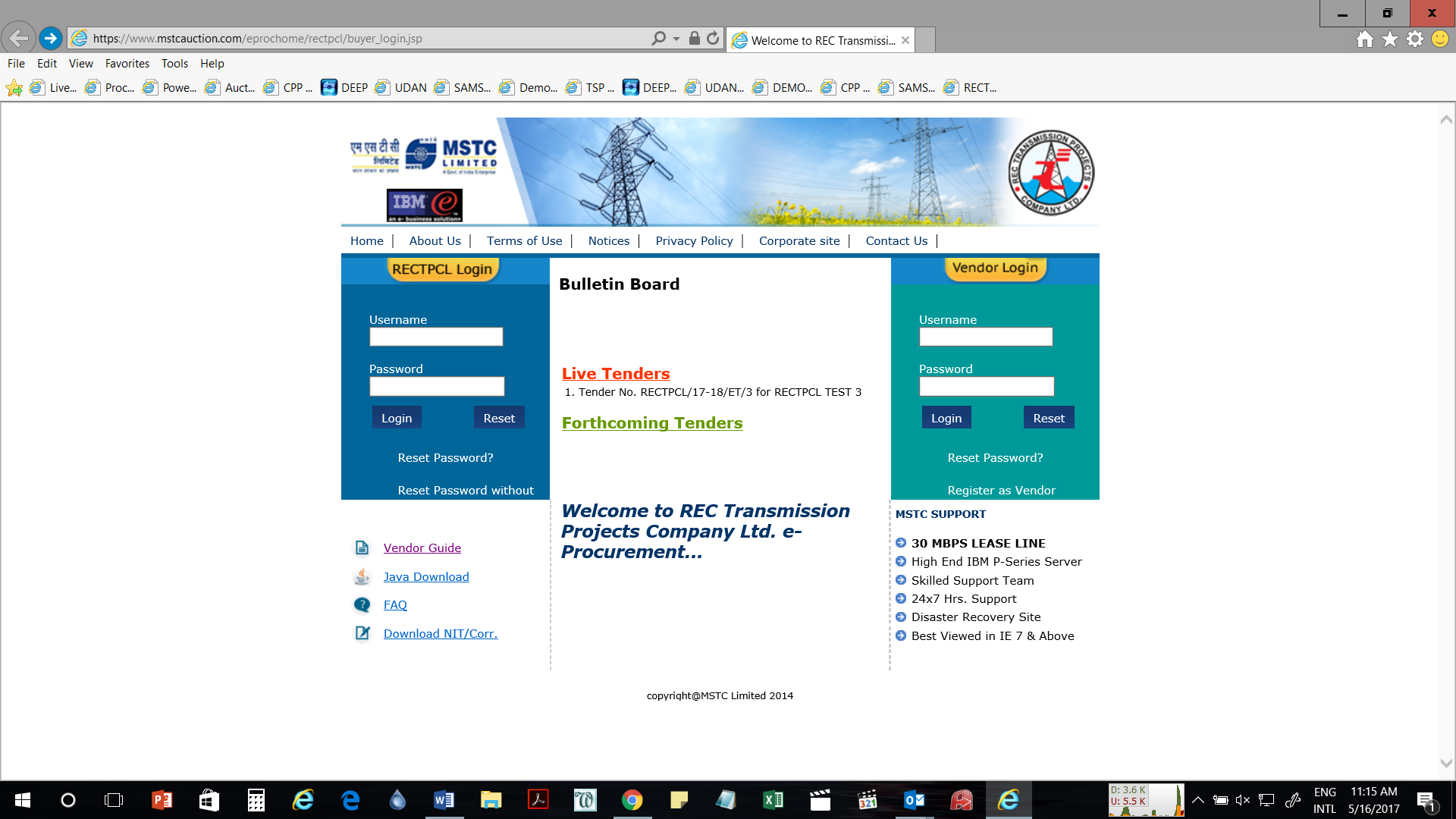
Further in all matters arising out of the provisions of this Section – II and the Section–III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Gurugram shall have exclusive jurisdiction.

**SPECIAL INSTRUCTION TO BIDDERS FOR E- TENDERING**

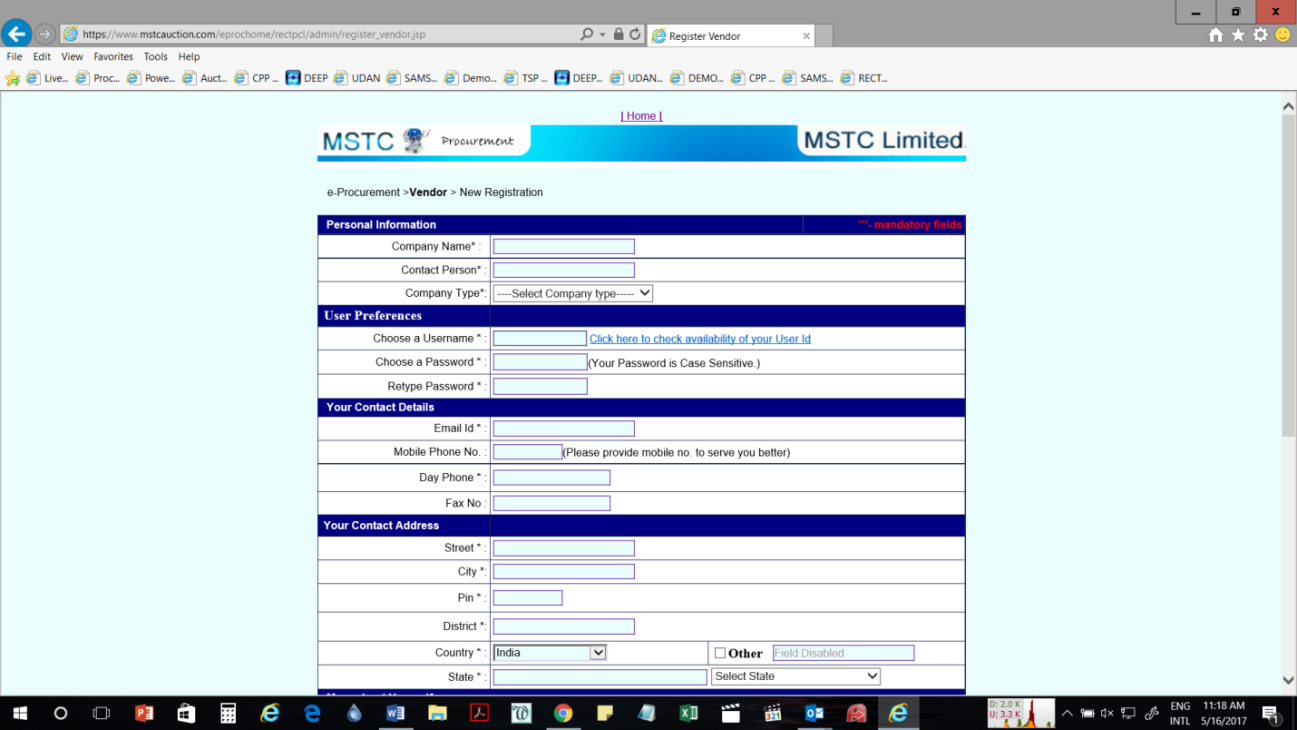
1. Use Internet Explorer to go to *https://www.mstcecommerce.com/eprochome/*



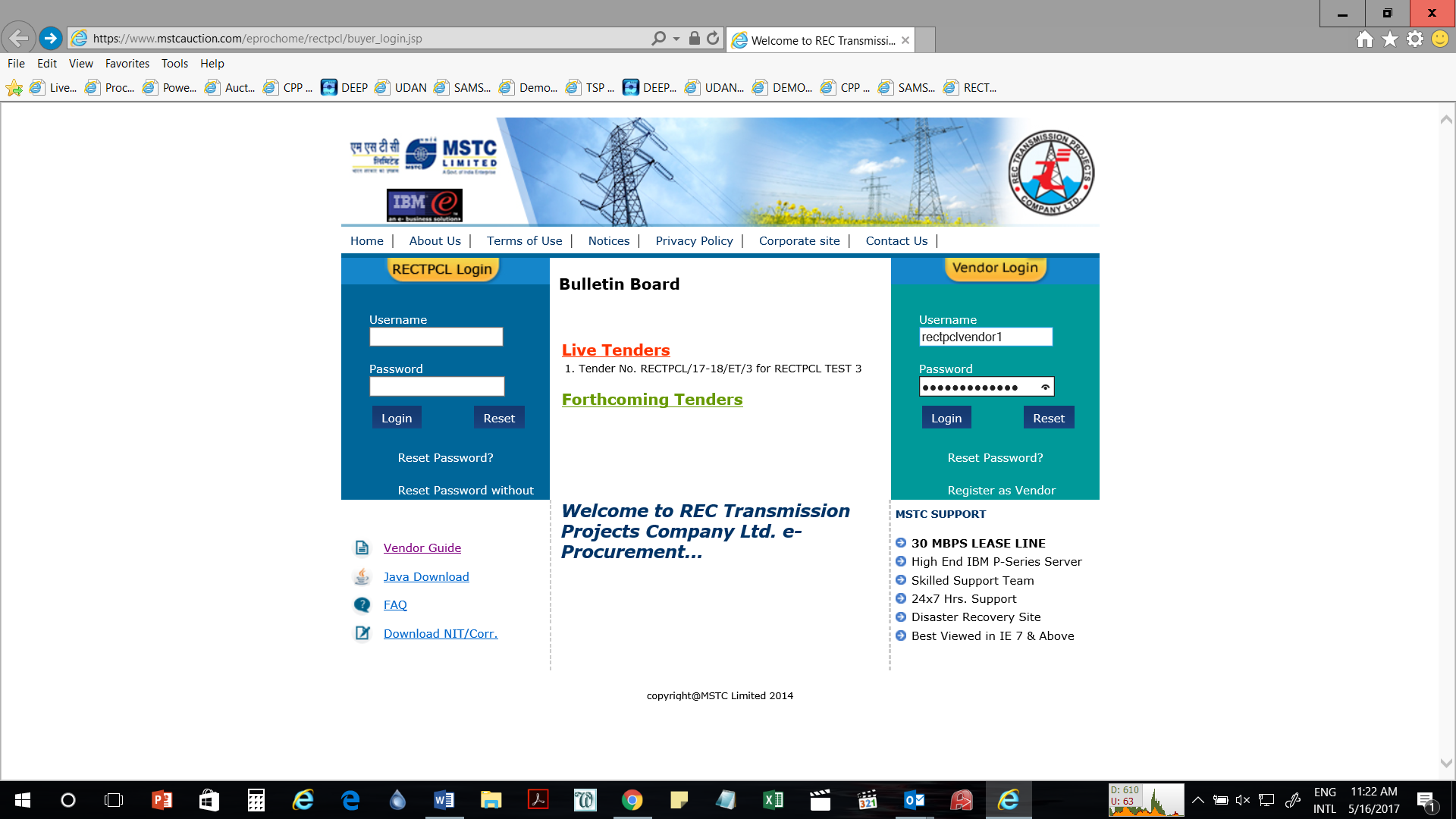
1. On the right side of the page click on Register as a Vendor:



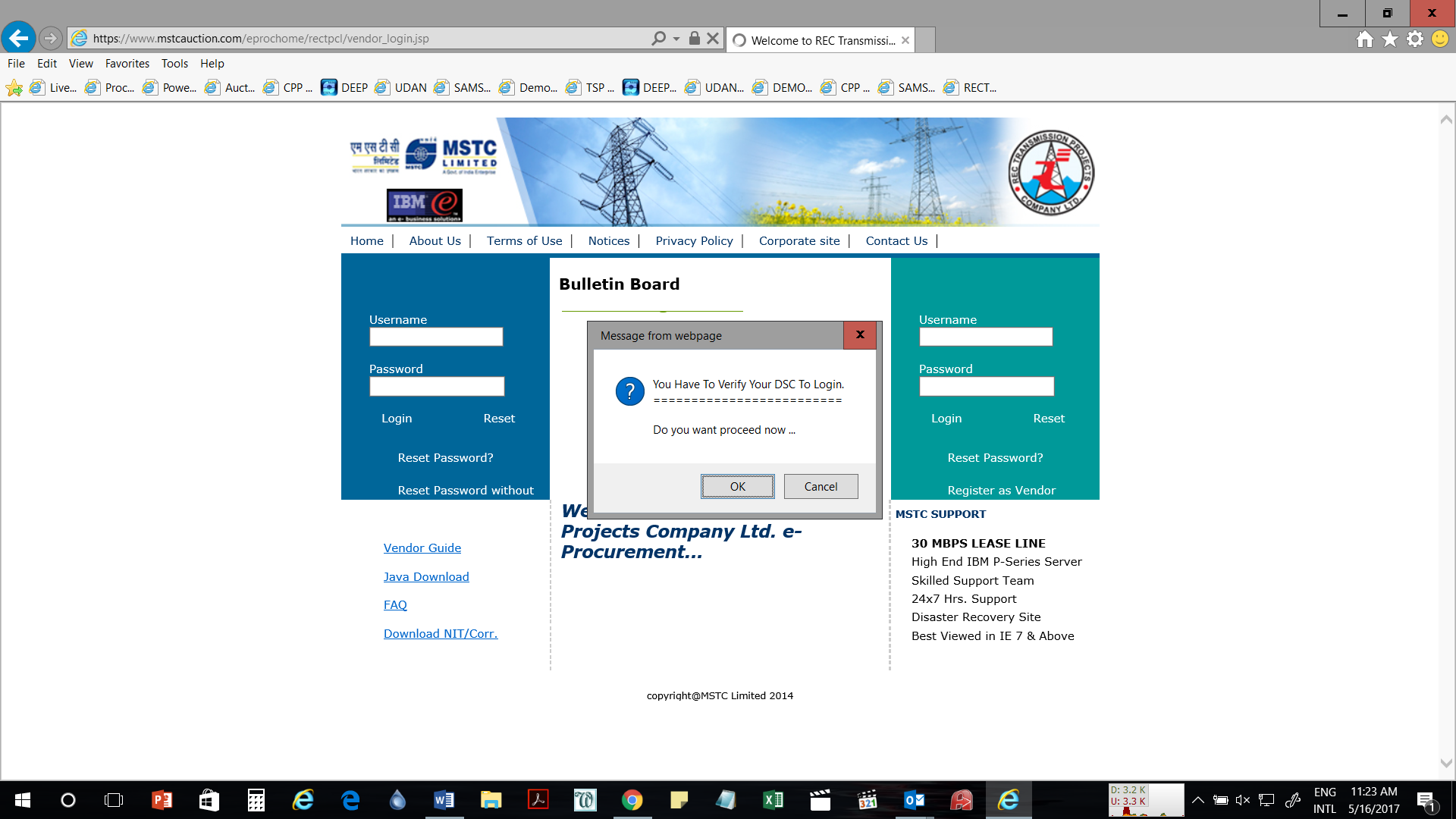
1. Fill the form that appears to create username and password.



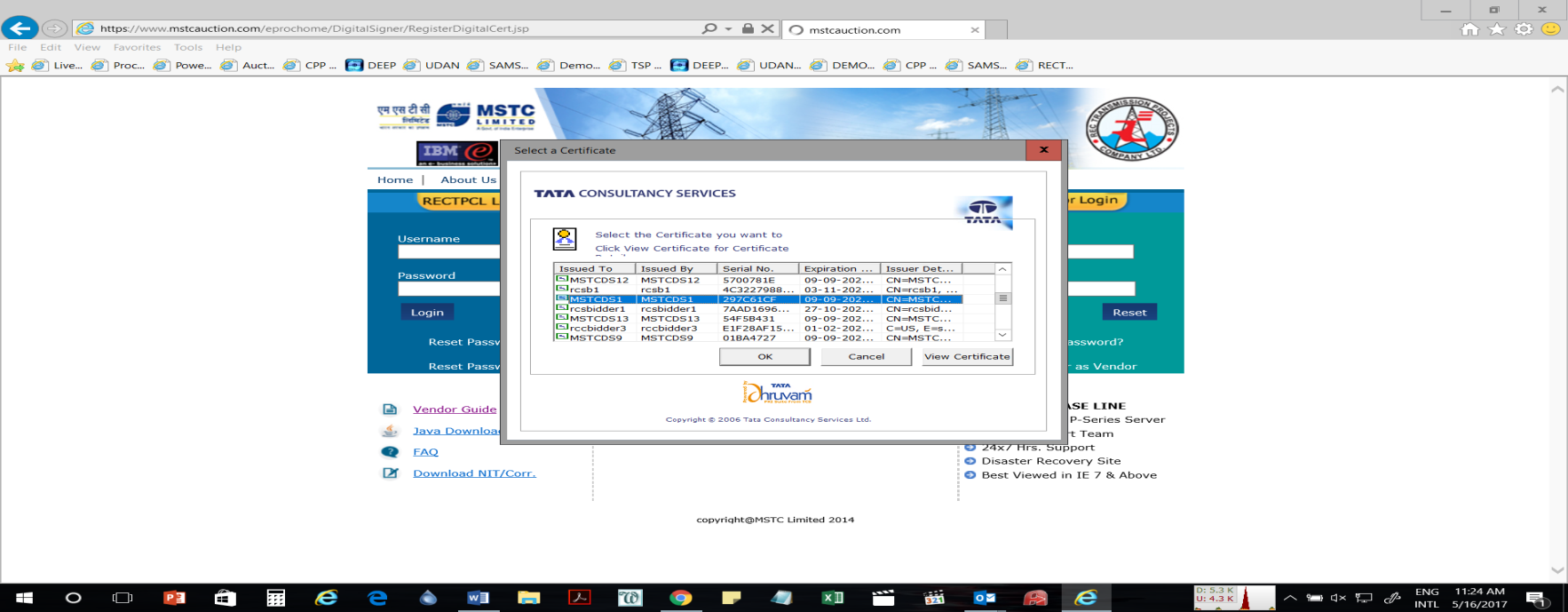
1. Once the registration is done, login with your user name and password:



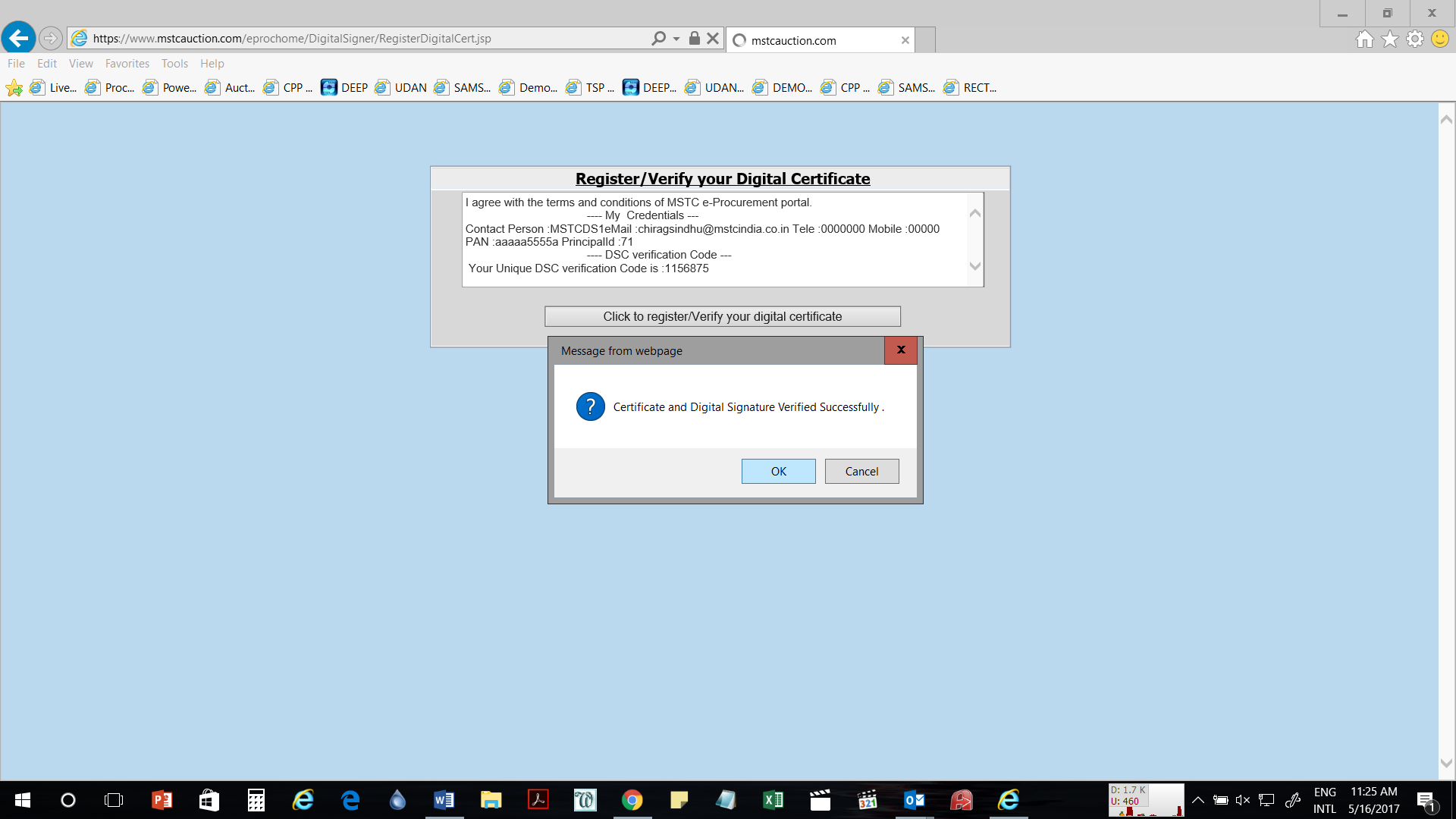
1. System will ask you to verify your digital signature



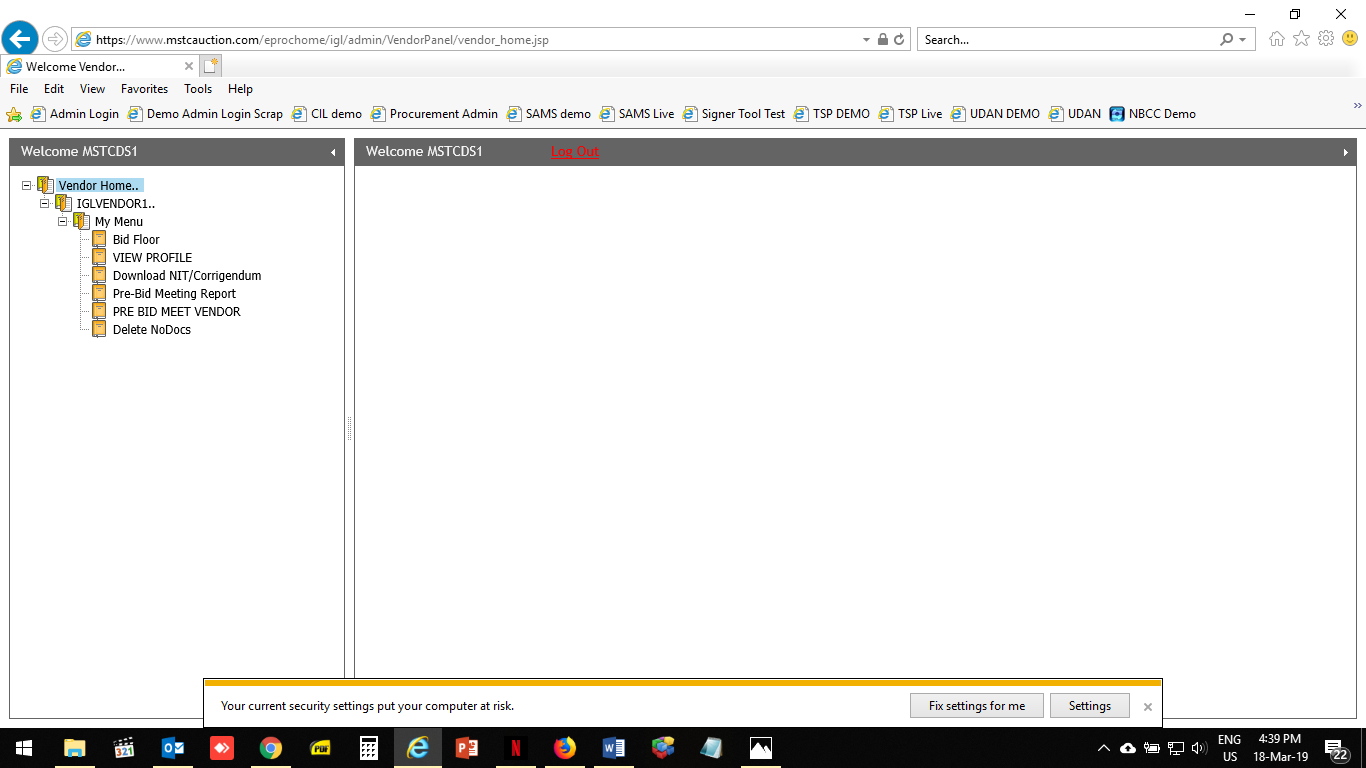
1. Press Ok and select your digital signature from the List:



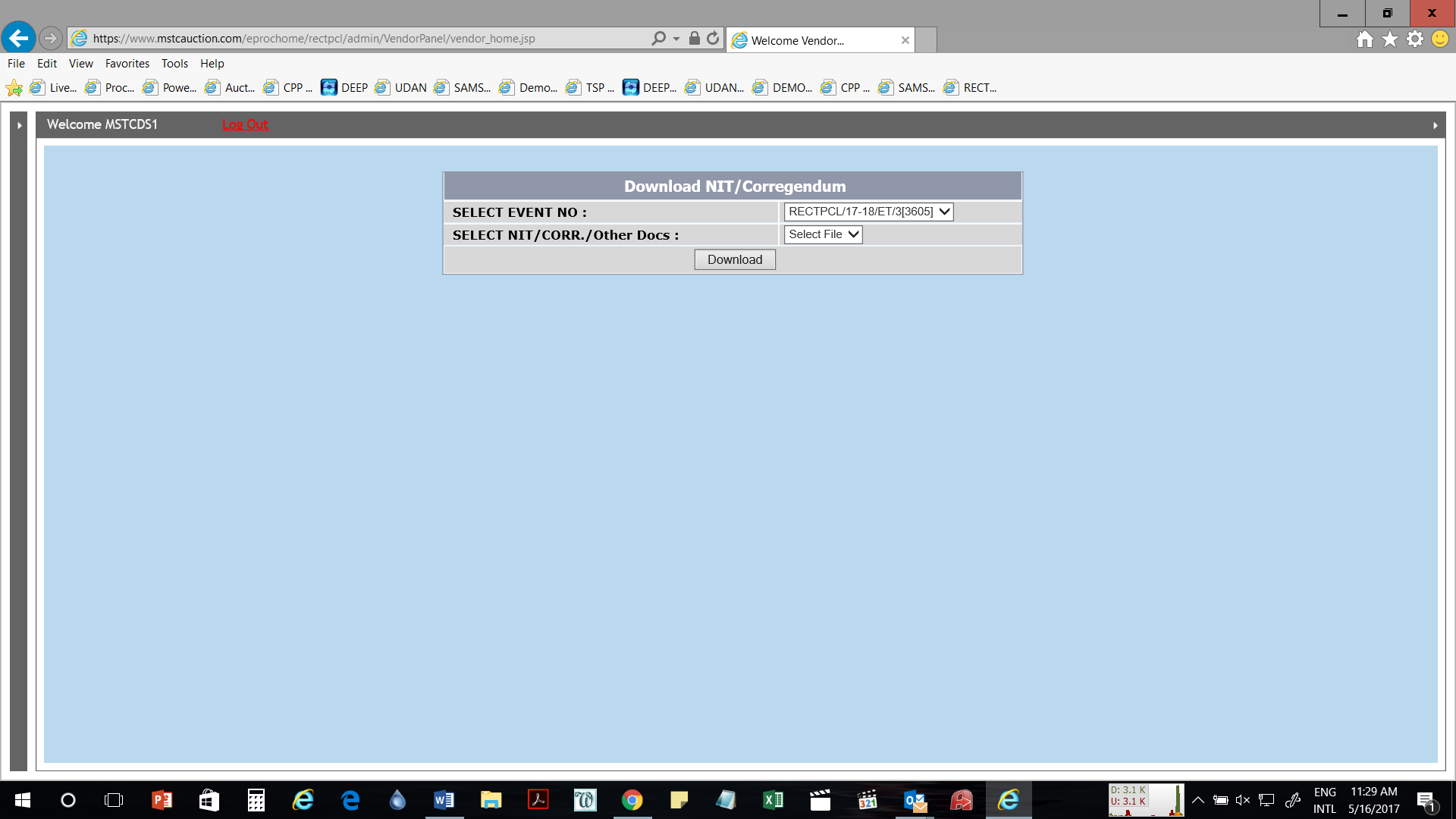
1. Your digital signature will be verified



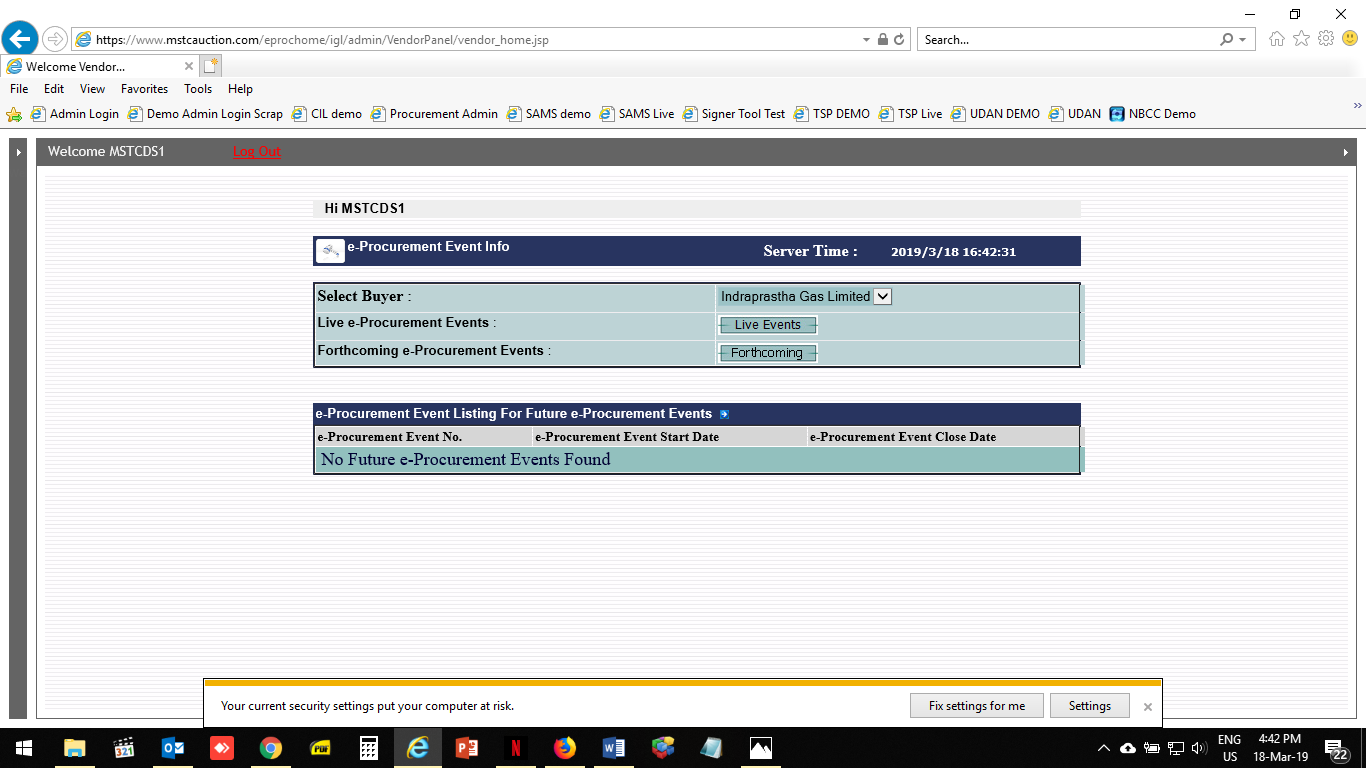
Once login is complete, a bidder can access My Menu through the left side of the page:



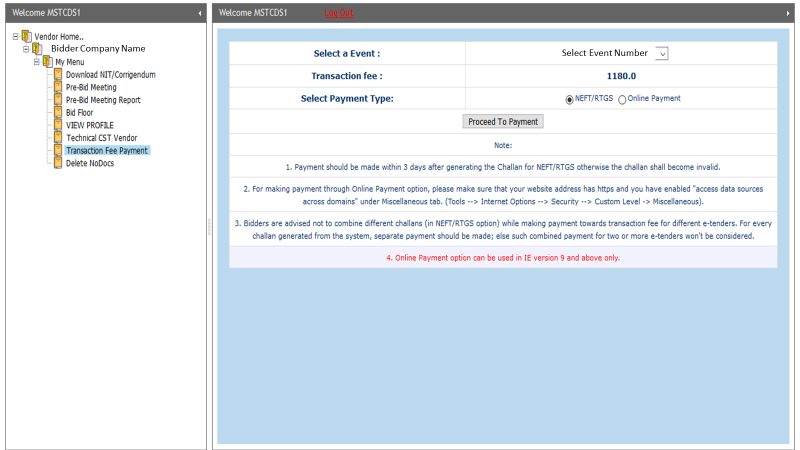
1. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum’s. Select Event number and click on download to download the files:



1. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.



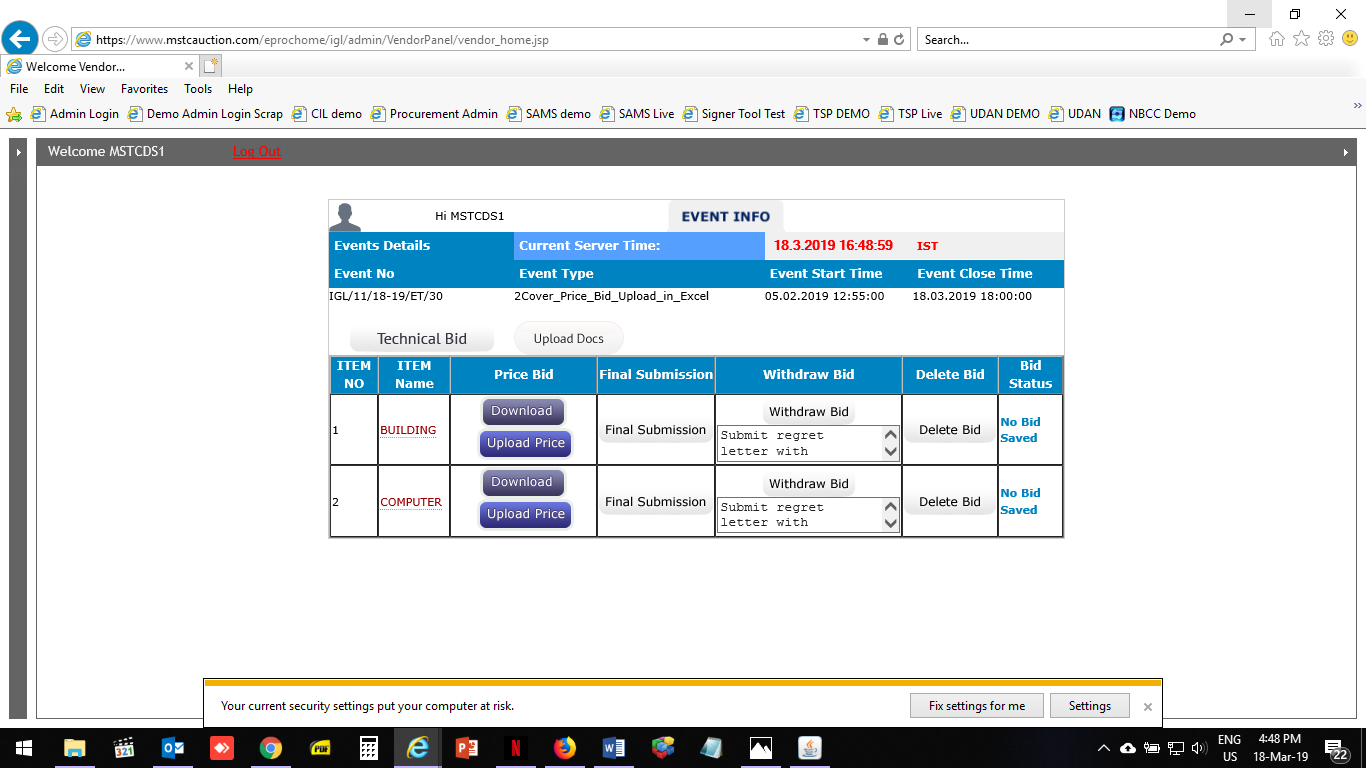
1. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc.) or RTGS/NEFT (Challan).



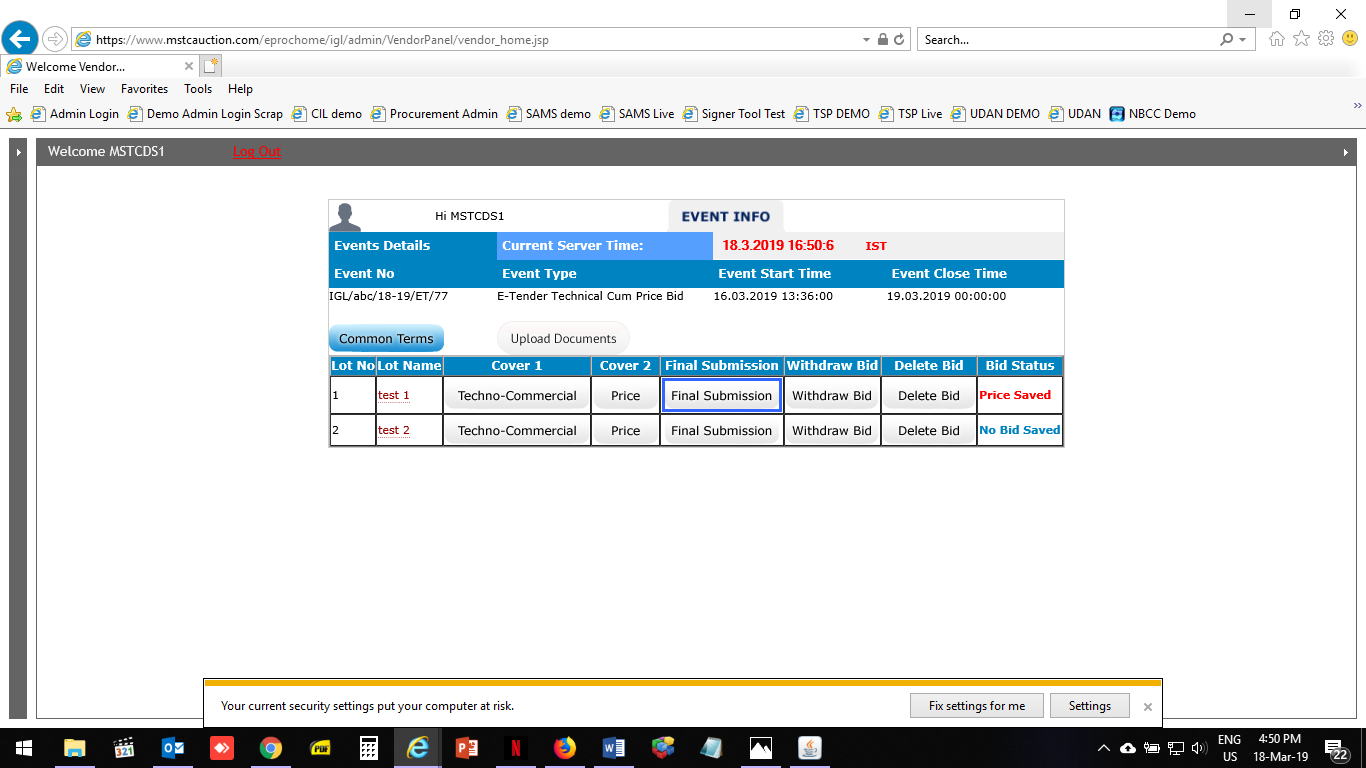
1. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:

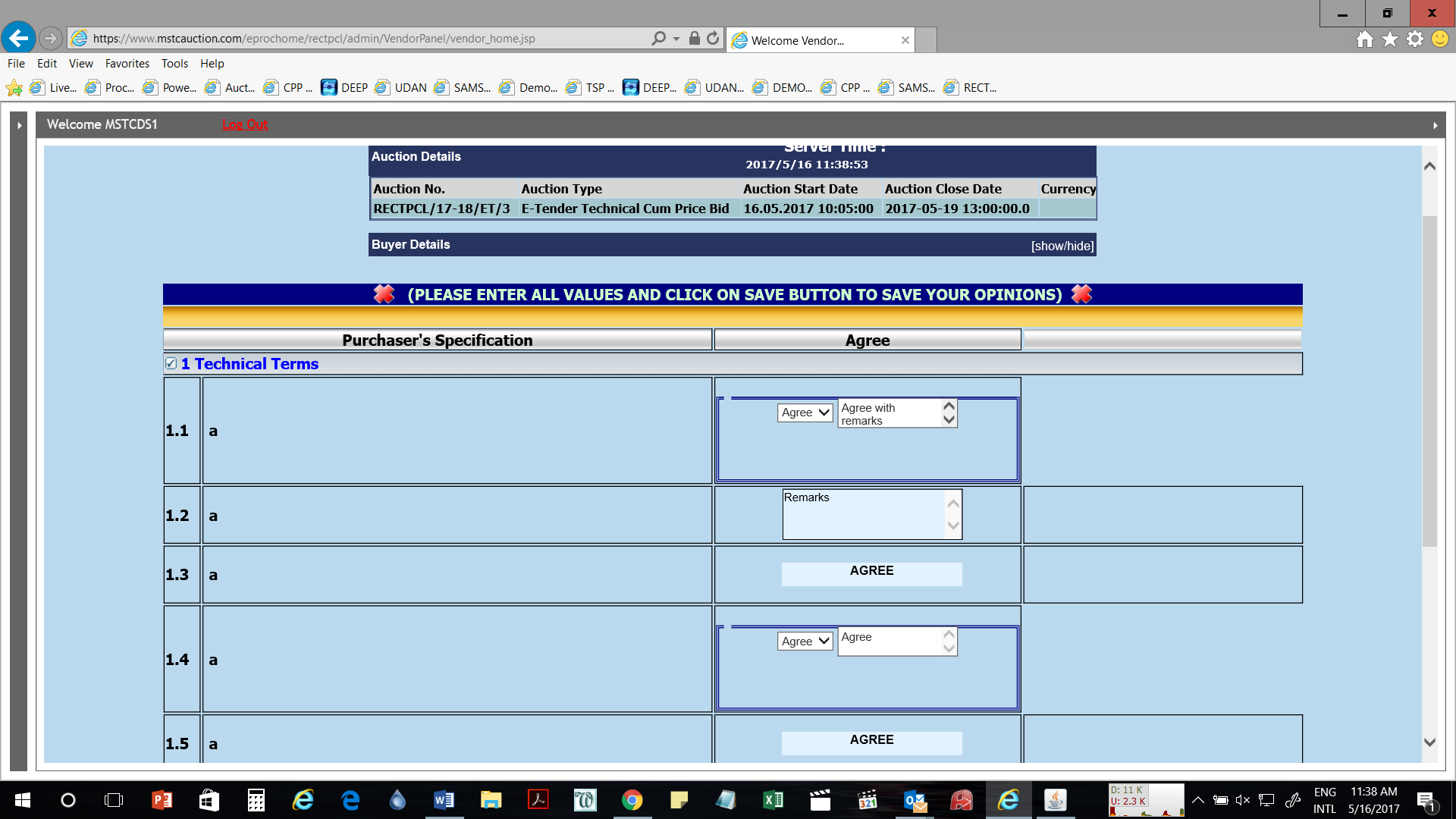
For 2 part with price bid in excel



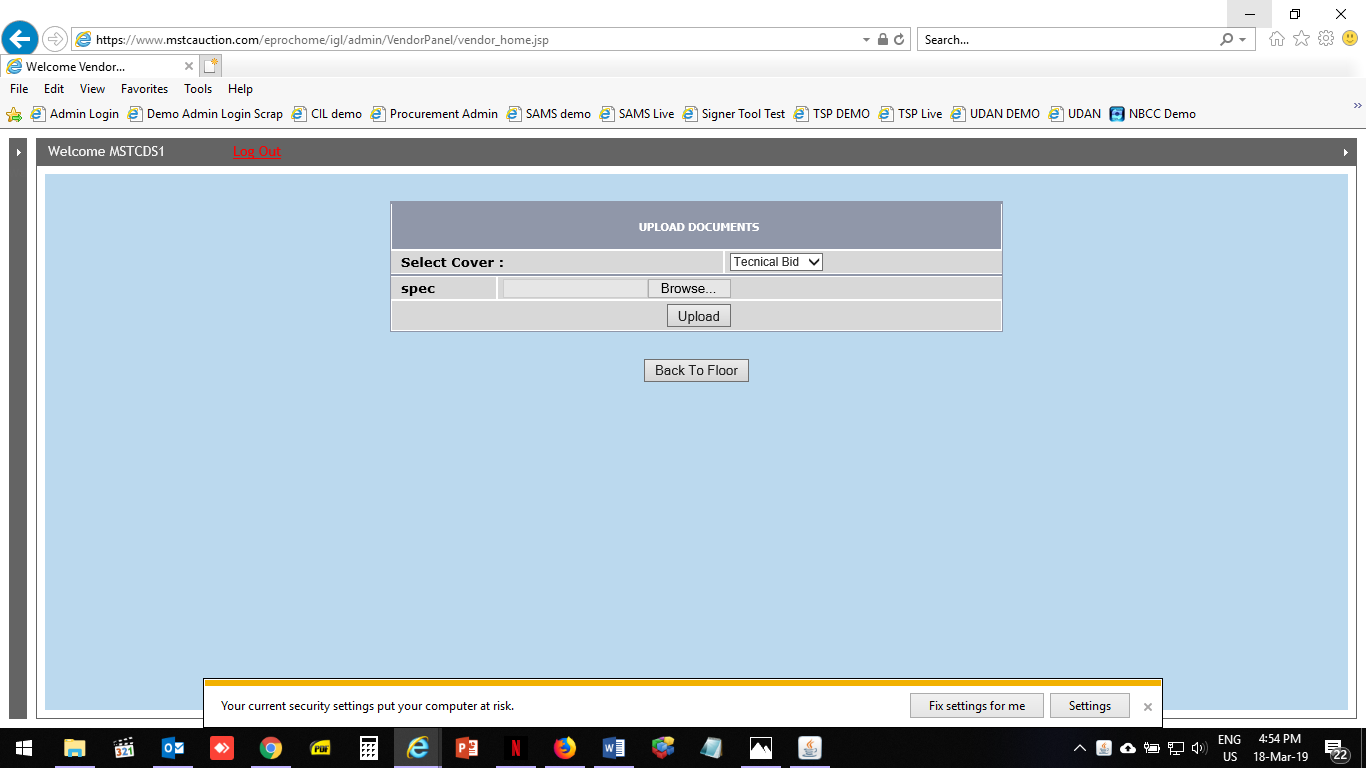
E-Tender Technical Cum Price Bid



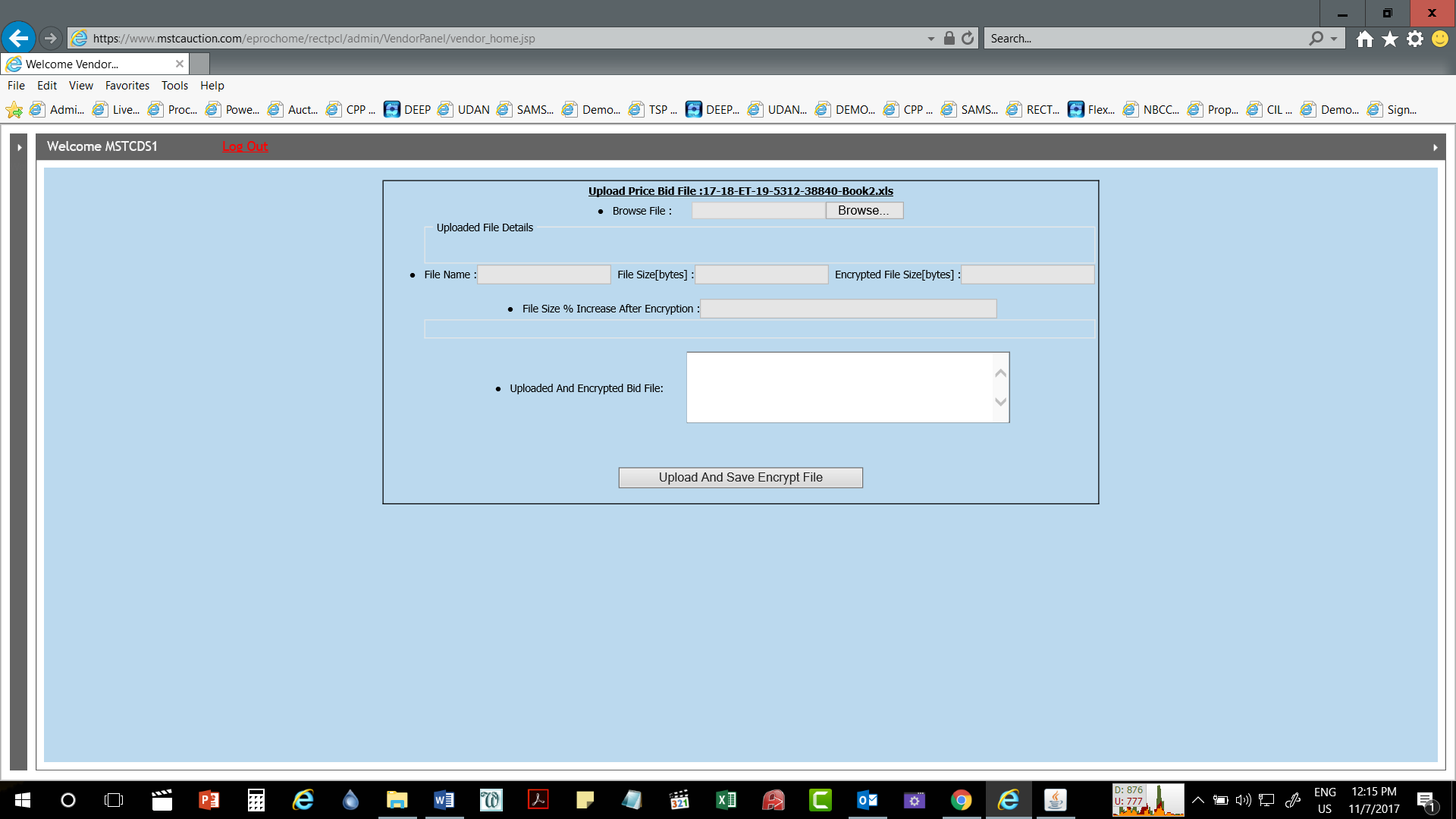
1. For each type of event the event details including start time and close time the details will be given on the top of the page.
2. To submit the tender the bidder has to start from top left and submit the details one by one.
3. For 2 part with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.



1. After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:



1. Please note that under no circumstance the price bid excel has to be uploaded here.
2. After the documents have been uploaded, the bidder can click on download excel to download the excel format.
3. Fill up the excel sheet as per the details given therein and tender document.
4. To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.



1. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.
2. For E-Tender Technical Cum Price Bid:
   1. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
   2. Then the bidder has to upload documents as per the list shown therein.
   3. Once the documents are uploaded the bidder has to submit the Technical and Price bids.
   4. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at CTUIL:

|  |  |
| --- | --- |
| **Contact Person** | Mr. Maneesh Jharwal, Chief Manager  Mr. Virendra, Dy. Manager  Mr. Rahul, Dy. Manager |
| **Telephone** | 0124-2822242  0124-2823303  0124-2822369  [between 0900 hrs to 1730 hrs on working days] |

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

|  |
| --- |
| *Phone Number:* 01123212357, 01123215163, 01123217850  *Email:* [mstcnro@mstcindia.co.in](mailto:mstcnro@mstcindia.co.in) Please mention “Helpdesk” as subject while sending emails  *Availability:* 10 AM to 5:30 PM on all working days. |

**Offline Submissions:**

No offline submission is required.

***Note:*** *The Bidder should upload the scanned copies of all the documents as Bid- Annexure during Online Bid-Submission.*

**A. Introduction**

**1.0 Source of Funds**

1.1 The Owner named below intends to use domestic funding for this Project.

The Owner/Employer is:

Central Transmission Utility of India Limited

‘Saudamini’, 1st Floor, Plot No.-2, Sector-29

Gurgaon (Haryana) - 122001.

**Kind Attn.:**

Chief Manager/Dy. Manager (CTUIL)

**Telephone No.:** +91-124-282- 2242/3303/2369

**Mobile:** +91- 9560690625/ 9599814158/ 9205472328

**Email:** maneesh.jharwal@powergrid.in; virendra2@powergrid.in;

rahul.prasad@powergrid.in

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Employer.

1. **Eligible Bidders**

2.1 This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids as per ITB 16 and at the time of Notification of Award as per ITB 29.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

(i) “Bidder” 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 persons 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

(ii) “Bidder from a country which shares a land border with India” for this purpose 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

(iii) The beneficial owner for the purpose of (ii) (d) above will be 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 controlling ownership interests or who exercises control through other means.

Explanation-

1. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
2. “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 agreement or voting rights;
3. 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;
4. 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;
5. 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
6. 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.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

*The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format*.

Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020, 17/09/2020 and 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments if any

‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 60%.**

Firms who are not **‘Class-I local supplier’** shall not be eligible to bid.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term ‘entity’ of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

The **‘**Class –I local supplier’shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’, as the case may be and shall give details of the location(s) at which value addition is made. False declaration regarding Local Content by the bidder shall be a transgression of Subject order and action shall be taken in line with provisions of the subject Order.

The Employer shall be the sole judge in this regard and the Employer’s interpretation on the aforesaid event(s) shall be final and binding.

2.2 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:

1. they have a controlling partner in common; or
2. they receive or have received any direct or indirect subsidy from any of them; or
3. they have the same legal representative for purposes of this bid; or
4. 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 bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
5. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications that are the subject of the bid; or

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.

2.3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

**3.0 Cost of Bidding Documents**

Tender fee is not applicable**.**

**B. The Bidding Documents**

**4.0 Content of Bidding Documents**

4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

Volume-I: Conditions of Contract

|  |  |
| --- | --- |
| Section I | Invitation for Bids (IFB) |
| Section II | Instructions to Bidders (ITB) |
| Section III | Bid Data Sheets (BDS) |
| Section IV | General Conditions of Contract (GCC) |
| Section V | Sample Forms and Procedures (FORMS) |

1. Form of ‘Notification of Award for Rate Contract’

2. Form of ‘Letter of Award’

3. Form of ‘Contract Agreement’

3.1 Appendix-1: Terms and Procedures of Payment

3.2 Appendix-2: Price Adjustment

3.3 Appendix-3: Insurance Requirements

3.4 Appendix-4: Time Schedule

3.5 Appendix-5: Scope of Works

3.6 Appendix-6: Contract Co-ordination Procedure

4. Performance Security Form

5. Form of Extension of Bank Guarantee

6. Format for Evidence of Access to or Availability of Credit/ Facilities

Volume-II: Technical Specification

Volume-III: Bid Forms, Price Schedules and Attachments

4.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.

4.3 Detailed Scope of Work is given in Volume-II of Bidding Documents titled “Technical Specifications”.

4.4 This document is meant for exclusive purpose of submitting the offer by the bidder against the specification and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

**5.0 Clarification of Bidding Documents; and Pre-Bid Meeting**

5.1 The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof. If any bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall seek clarification from owner, in writing at the Employer’s mailing address indicated at clause 1.1 above, at once but in no case later than seven (7) days prior to the deadline for submission of bids prescribed by the Owner. The Employer will respond through the portal *https://www.mstcecommerce.com/eprochome/* to any request for clarification or modification of the Bidding Documents. The Employer shall not be obliged to respond to any request for clarification received later than the above period. After receipt of such interpretations and clarifications, the bidder may submit his offer but within the time and date as specified. All such interpretations and clarifications shall form an integral part of the specifications and documents and accompany the consultant’s proposal. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer’s response (including an explanation of the query but not identification of its source) will be uploaded on portal *https://www.mstcecommerce.com/eprochome/* where all the bidders can see clarification/reply to query.

5.2 Verbal clarifications and information given by the owner or his employee (s) or his representatives(s) shall not in any way be binding on the Owner.

5.3 The Bidder’s designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue as indicated at clause 1.1 above and time stipulated in the IFB. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-procurement portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 4.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 6 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

**6.0 Amendment of Bidding Documents**

6.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

6.2 The amendment will be notified only through the portal [*https://www.mstcecommerce.com/eprochome/*](https://www.mstcecommerce.com/eprochome/). The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have logged in with their user id and password (user credentials). The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s), to the Bidding Documents have been taken into account by the Bidder in its bid.

6.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify through portal *https://www.mstcecommerce.com/eprochome/* where all prospective bidders may see the extended deadline.

**C. Preparation of Bids**

**7.0 Language of Bid**

7.1 The offer must be submitted in English language, all documents, specifications, schedules, notices correspondences, operation & maintenance instructions, drawings or any other written material in connection with this work shall be in English language.

**8.0 Documents Comprising the Bid**

**I. Hard Copy Part**

Hard copy part of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope:

* 1. Power of Attorney as per ITB Clause 8.2 (a).
  2. Bidders shall also submit Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP order.
  3. **Any other document further specified in the BDS duly signed and stamped on each page.**

**Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy**.

**II. Soft Copy Part**

Soft copy part of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein:

1. **As part of First Envelope**
2. Attachments (Attachments to Technical Bid Form including Attachment to QR) mentioned at ITB Clause 8.2, Power of Attorney, and ‘Technical Bid Form’ for first envelope.
3. Scanned copies of all the documents mentioned at ITB Clause 14.2.
4. **As part of Second Envelope**
5. Financial Bid Form & Price Schedule.

8.1 The bid shall be submitted by the Bidder under “Single Stage – Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

**First Envelope:**

(a) Technical Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments (available in Volume-III) as uploaded on the portal *https://www.mstcecommerce.com/eprochome/* and identified in ITB Sub-Clause 8.2 below

(b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:

* 1. Power of Attorney as per ITB Clause 8.2(a);
  2. Bidders shall also submit Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP order.
  3. Any other document further specified in the **BDS** duly signed and stamped on each page

**Second Envelope:**

**(a)** FinancialBid Form (Second Envelope) together with Price Schedule (available in Volume-III), duly completed as uploaded on the portal *https://www.mstcecommerce.com/eprochome/.*

8.2 Bidder shall submit soft copy of following documents by uploading on the portal *https://www.mstcecommerce.com/eprochome/* and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 8.1 above along with its Techno - Commercial Part (First Envelope):

(a) Attachment 1: Power of Attorney *(submission of Hard copy in ‘Original’ and uploading of Scanned Copy)*

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 13.

Scanned copy of above documents shall be uploaded. (refer para 14.2 below)

(b) Attachment 2: Bidder’s Eligibility and Qualifications *(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 of the Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to the Employer’s satisfaction that the Bidder has the financial & technical capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in **Annexure – A (QR)** and shall also include:

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 bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO or any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

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.

If the opening of the bids pursuant to ITB Clause 19.0 or the ascertainment of qualification pursuant to ITB Clause 22.1 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 ITB Sub-clause 20.1, the Bid shall be rejected.

Scanned copy of above documents shall be uploaded (refer para 14.2 below).

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer’s tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive.

(c) Attachment 3**:** Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order and MoP Order*, if applicable (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 and MoP 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 and MoP 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.

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.

(d) Attachment 4: Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) in line with ITB 2.1

(e) Attachment 5: Declaration of Key Managerial Person jointly with Power of Attorney holder

(f) Attachment 6: Bid Securing Declaration to be submitted by the Bidder

(g) Attachment 7: Undertaking regarding submission of original/Hard copy part of the bid

(h) Attachment 8: Bidder’s Organization

(i) Attachment 9: Team to be Deployed (On Permanent Roll of the Company)

(j) Attachment 10: Detail of equipment/instruments to be used to work

(k) Attachment 11: Details of ongoing assignments

8.3 Alternative bids shall not be permitted

**9.0 Bid Form and Price Schedules**

The Bidder shall complete the Bid Form(s) and the appropriate Price Schedule furnished in the Bidding Documents as indicated therein, following the requirements of ITB Clauses 10 and 11.

**10.0 Bid Prices**

10.1 Bidder shall quote their prices in ‘Price Schedule’ provided in Volume-III of Bidding Documents. Price quoted in HTML format on Portal shall be for making Bid Opening Statement only. Price Quoted in ‘Price Schedule’ provided in Volume-III of Bidding Documents shall be considered for evaluation purpose.

10.2 Prices quoted by the Bidder shall be on ‘Firm’ basis during the entire currency of contract and shall not be subject to price variation, what-so-ever during contract execution.

**11.0 Bid Currencies**

11.1 All prices quoted in the Schedules should be in Indian Rupees and all payments shall be made in Indian Rupees.

**12.0** **Bid Security**

12.1 Bid Security shall not be applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in line with **ITB Clause 8.2(f)**.

Bidder’s failure to submit an acceptable Bid Securing Declaration along with the bid, shall lead to his bid being considered nonresponsive.

In case of dishonouring the conditions of Bid Securing Declaration as given below, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.

(1) If the Bidders withdraws its Proposal during the period of Proposal validity specified by the Bidders in the Letter of Proposal; or

(2) In case the Consultant does not withdraw the deviations proposed by him, if any, or

(3) If the Bidders does not accept the corrections to arithmetical errors identified during evaluation of his Proposal; or

(4) In the case of a successful Bidders, if the Bidders fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with ITB Clause 30, or

(ii) To furnish the required performance security, in accordance with ITB Clause 31,

**or**

(5) In any other case specifically provided in Conditions of Contract.

**13.0** **Period of Validity of Bid**

13.1 The proposal shall be valid for acceptance for at least 120 days from the date of opening of the offers. A Proposal valid for a shorter period shall be rejected by the Owner as being non-responsive.

13.2 In exceptional circumstance, the Owner may solicit the Bidder’s consent to an extension of the Proposal validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the Proposal security (if applicable) shall also be suitably extended. A Bidder may refuse the request without forfeiting its Proposal security. A Bidder granting the request will not be required or permitted to modify its Proposal.

**14.0 Format and Signing of Bid**

14.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 8.0 and submit the bid in following manner:

**First Envelope:**

(i) The soft copy of the bid consisting of the documents listed in ITB Clause 8 including relevant scanned documents (refer ITB Clause 14.2) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

(ii) Hard copy of followings:

* 1. Power of Attorney as per ITB Clause 8.2 (a);
  2. Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP order.
  3. Any other document further specified in the BDS duly signed and stamped on each page

**Second Envelope:**

Second Envelope (Price – Part) shall consist of “Financial Proposal Submission form” and “Price Schedule” and shall be uploaded through the portal only.

Bidders to note that notwithstanding the prices quoted by the bidder on Portal, the Employer reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

The soft copy of the price schedule as per ITB Clause 10 to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

14.2 The List of following documents shall be scanned & uploaded on the portal as per table given below:

| **S. No.** | **Description of Documents** | **Name of File to be uploaded on the portal** |
| --- | --- | --- |
| 1. | Power of Attorney | poa.pdf |
| 2. | Constitution of legal status | legal.pdf |
| 3. | The principal place of business | principal.pdf |
| 4. | The place of Incorporation or the place of registration and the nationality of the owner | incorporation.pdf |
| 5. | Technical Experience certificate issued by utility | techexp.pdf |
| 6. | Audit Report (for last three years) | AuditReport.pdf |
| 7. | Bank Certificate | bank.pdf |
| 8. | Other Documents | other.pdf |

14.3 Signature of Bids/Offers

14.3.1 The offer must contain the name, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the bidder with his usual signature. The power of attorney in the name of the person signing on behalf of the Consultant/bidder shall be furnished along with the offer as per ITB Clause 8.0.

14.3.2 Offers not conforming to the above requirements of signing may be disqualified.

**D. Submission of Hard Copy of Bids**

**15.0 Sealing and Marking of Bids**

15.1 The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 14.1& 14.2 above) and submit the hard copy of Power of Attorney, Affidavit of Self certification regarding Minimum Local Content and Certificate from statutory auditor or cost auditor of the company (refer para 14.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.

Envelope – 1: Affidavit of Self certification regarding Minimum Local Content. (refer para 14.1 above)

Envelope – 2: Power of Attorney and any other documents as required (refer para 14.1 above).

The Bidder shall upload the Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.

15.2 The envelope shall

(a) be addressed to the Employer at the address given in the BDS, and

(b) bear the contract name indicated in the BDS, the Invitation for Bids title and number indicated in the BDS, and the statement “Do Not Open Before [date],” to be completed with the time and date specified in the BDS.

15.3 If the envelope is not sealed and marked as required by ITB Sub-Clause 15.2 above, the Employer will assume no responsibility for the bid’s misplacement or premature opening.

**16.0 Deadline for Submission of Bids**

16.1 Soft copy of the bid shall be uploaded through the portal *https://www.mstcecommerce.com/eprochome/*, at or before the submission time and date as stipulated in the bidding document. Hard copy of Power of Attorney, Affidavit of Self certification regarding Minimum Local Content and other documents as mentioned in ITB & BDS must be received by the Employer at the address specified under ITB Sub-Clause 15.2 no later than the time and date stated in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.

16.2 The Employer may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

Further the Employer also reserves the right to extend bid submission timeline or recall the tender if e-Procurement server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

**17.0 Late Bids**

17.1 The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in BDS.

**18.0 Modification and Withdrawal of Bids**

18.1 Bidder may modify its bids through the relevant provisions on the portal *https://www.mstcecommerce.com/eprochome/*. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Employer prior to the deadline prescribed for bid submission.

18.2 The Bidder’s modifications shall be done and submitted as follows:

(i) Soft copy of the entire bid if any modification is there.

18.3 Bidder may withdraw its bid through the relevant provisions of portal only.

18.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13. Withdrawal of a bid during this interval may result in the Bidder’s bids in future packages being considered non-responsive.

**E. Bid Opening and Evaluation**

**19.0 Opening of First Envelope by Employer**

19.1 The Employer will open the First Envelope i.e. Techno – Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 18, in the presence of bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the BDS. The bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

19.2 Envelopes marked “Withdrawal” shall be opened first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 18 shall not be opened. Softcopy of such bid shall be sent to archive unopened and hard part of the bid shall be returned to the bidder unopened.

19.3 Envelopes marked “Modification” shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 17. However, opening of bid shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

19.4 The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement after opening.

19.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be send to archive unopened.

**20.0 Clarification of Bids**

20.1 During proposal evaluation, the Owner may, at its discretion, ask the Bidders for a clarification of its proposal. In case of erroneous/non-submission of documents related to/identified in ITB Sub-Clause 8.2 or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 8.2 (b), required to be submitted by the Bidders as per the provisions of the Bidding Documents, the Owner may give the Bidders not more than 02 working day’ notice to rectify/furnish such documents, failing which the proposal shall be rejected. Employer shall be sole judge in this regard. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.

**21.0 Qualification**

21.1 The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in **Annexure – A (QR)** to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer’s interpretation of the Qualification Requirement shall be final and binding.

**22.0 Evaluation of Techno - Commercial Part (First Envelope)**

22.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 8, and other requirements in the Bidding Documents.

Notwithstanding the above, criteria as per ITB Clause 22.2 shall also be required to be met.

22.2 The determination will take into account the Bidder’s financial, technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted in accordance with ITB Clause 8.2 (b) Attachment 3 to the bid, as well as such other information as the Employer deems necessary and appropriate as per the provisions of **Annexure -A (QR).**

**23.0 Opening of Second Envelope by Employer**

23.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 21 and 22. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 21 and 22, shall be notified by the Employer to such Bidders through portal only and the Second Envelope submitted by them shall be sent to archive unopened.

23.2 The Employer will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidder’s designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidder’s representatives who are present shall sign a register evidencing their attendance.

23.3 The bidders’ names, the Bid Prices and any such other details as per data filled by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders and would not confer any right or claim whatsoever on any Bidder.

23.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.

23.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

**24.0 Evaluation of Second Envelope (Price Part)**

24.1 The Employer will examine the Price Parts (Second Envelopes) submitted by bidder to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

24.2 If on checking any difference is found between the rates given by the consultant in words and figures or in the total amount worked out by him in the Schedule in the proposal, the same shall be rectified in accordance with the following rules:

a) In the event of discrepancy between description in words and figures quoted by bidder, the description in words shall prevail.

b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

c) Standard rounding off principle, wherever applicable, shall be applied.

24.3 The owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

**25.0 e-Reverse Auction**

25.1 e-Reverse Auction is not applicable.

**26.0 Confidentiality and Contacting the Employer**

26.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.

26.2 Any effort by a Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid. The Employer shall be the sole judge in this regard.

**F. Empanelment of Consultant and Assignment of Work**

**27.0 Empanelment and Assignment Criteria**

**27.1 Empanelment Criteria**

27.1.1 Subsequent to opening of First envelope bids pursuant to ITB Clause 19.0, Price Bids of qualified bidders shall be opened. Subject to ITB Clause 28, Lowest quoted unit rate excluding GST shall be evaluated in each category, pursuant to clause 27.1.3 and same shall be offered to other bidders except H1 bidder, in order to match the price. Only those Bidders who match the lowest quoted and evaluated price under each category shall be considered for empanelment.

The Price under each category (i.e. lowest quoted and evaluated price) shall remain Firm throughout the period of empanelment and shall not be subject to any variation / adjustment for any reason whatsoever.

Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidders in writing, that they are empaneled for survey works.

27.1.2 The consultant to be engaged, to conduct the survey using Modern Survey Techniques and Preparation of Report for Transmission Projects allocated to Central Transmission Utility of India Ltd. by National Committee on Transmission (NCT) for selection of successful bidder through Tariff based competitive bidding, shall quote unit rate in following categories:

1. Transmission line in plains

2. Transmission line in hills at altitudes from 1000m above MSL to altitudes of below 3000m above MSL

3. Transmission lines in hills at altitudes of over 3000m above MSL

4. Identification of substation site for each substation

27.1.3 Weightage shall be given to above categories i.e. 70%, 17%, 10% and 3% respectively for calculating the total price based on which ranking shall be determined i.e. L1, L2, L3 and so on. The bidder with highest evaluated total price (i.e. H1 bidder) shall not be considered for further process.

**27.2 Assignment of Work**

27.2.1 Sequence of allocation of assignment to Empaneled parties shall be based on the ranking determined through the methodology stipulated above at 27.1.3. L1 shall be offered 1st assignment then L2 and so on rotational basis. Further, in case simultaneous requirement of Survey work in more than one Scheme, Empaneled Parties will get the work in same sequence in which task of preparing survey report for Transmission Projects under Tariff based competitive bidding (TBCB) route is allocated to CTUIL by NCT/MoP.

27.2.2 The empaneled consultant shall be allocated a specific transmission project based on the requirements. The allocation shall be done in such a manner that not more than three assignments shall be carried out by the Consultant at any point of time. For avoidance of doubt, allocation of a new assignment to empaneled Consultant will be considered only when on-going assignments of the Consultant are less than three.

27.2.3 In case the Empaneled agency refuses to carry out Two (2) assignments consecutively, Employer, at its discretion, may decide not place the next due Survey Work on that Empaneled Agency.

27.2.4 In case the Empaneled agency refuses to carry out Three (3) assignments consecutively, they will not be considered for further assignment of work for entire course of empanelment period. The Employer shall be the sole judge in this regard.

**28.0 Employer’s Right to Accept any Bid and to Reject any or all Bids**

28.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**29.0 Notification/Letter of Award**

29.1 In the event of requirement of survey work, Employer will issue the Letter of Award (LoA) to empaneled agencies in the following manner:

29.2 The requirement shall be conveyed to one of the Empaneled Agency in accordance with ITB clause 27.2 through Letter of Award (LoA).

**30.0 Signing the Contract Agreement**

30.1 At the same time as the Employer issue the Letter of Award, the Employer in consultation with the Contractor will prepare the Contract Agreement provided in the Section-VI (Forms and Procedure) of Bidding Documents, incorporating all agreements between the parties.

The Contract Agreement shall be prepared within 10 (Ten) days of Letter of Award (LoA) and the Contractor and the Employer shall sign date the Contract Agreement immediately thereafter.

**31.0 Contract Performance Security**

31.1 The successful Bidder (Consultant) to whom the work is awarded, within 15 (fifteen) days of receipt of Letter of Award (LoA) from OWNER, will be required to arrange submission of CPG in the form of a crossed bank draft/pay order /banker certified cheque in favour of Owner or in the Form of unconditional Bank Guarantee equivalent to Three (3) Percent of the contract consideration. The unconditional Bank Guarantee should be as per Performa provided in Section-VI (Forms and Procedure) and should be kept valid up to nine months from the date of issuance of LoA. The same shall be extended by the Contractor time to time, as may be required by Employer.

31.2 The above Performance Security(ies) shall be furnished only in case when Empaneled Agency has accepted the Letter of Award (LoA).

31.3 No interest shall be payable by the Owner on the performance Security.

31.4 During execution of contract the Consultant, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque, 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 Owner of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.

31.5 If the contract period is extended then the validity of the Contract Performance Guarantee is to be correspondingly extended by the Consultant.

31.6 The Bank Guarantee for Performance Security are to be provided by the Consultant, which should be issued either:

(a) by a Public Sector Bank located in India, or

(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

(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Owner, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating Consultant. 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 31.4 (b) above.

31.7 The Contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the Bidding documents.

31.8 Failure of the successful Bidder to submit the performance security within 15 days of issuance of Letter of Award in compliance with the requirements of ITB Clause 30 or Clause 31 shall constitute sufficient grounds for the annulment of the award and such contractor shall not be considered for next due Survey Work. Employer may assign the work to the next empaneled contractor.

31.9 The Contract Performance Guarantee will be returned to the Consultant, without any interest, at the end of validity period as mentioned at 13.1 above and on successful completion of scope of the work, whichever is later.

**32.0 Fraud and Corruption**

32.1 Owner, bidders and their agents (whether declared or not) consultants, service providers and any personnel thereof, are required to observe the highest standard of ethics during the procurement and execution of contract

(a) for the purpose of this provision, the terms set forth below as follows:

(i) “Corrupt Practice” means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement/Empanelment process.

(ii) “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 deprive Employer of the benefits of competitive prices.

(iii) “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.

(iv) “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;

(v) “Obstructive practice” means

(aa) 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,

Or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) 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; and

(d) 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

***----- End of Section-II (ITB) ----***