

# Volume-I

## INVITATION FOR BID

For

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Station.**

**(SINGLE STAGE TWO ENVELOPE BIDDING)  
(Domestic Competitive Bidding under e-procurement)**

**Date of Issuance of IFB** : **18.01.2022**  
**Specification Nos** : **CTUIL/Survey/Empanelment/2021-22/R1**  
**Funding** : **Domestic**

- 1.0 Central Transmission Utility of India Limited, (wholly Owned Subsidiary of Power Grid Corporation of India Limited) (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered Office at "Saudamini", Plot No.-2, Sector 29, Gurgaon-122001, Haryana (hereinafter referred to as 'CTUIL'/'Owner'/'Employer') is inviting bids for the scope of work mentioned at para 2 for "**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Station**".
- 2.0 The consultant to be engaged, to conduct the survey using Modern Survey Techniques and Preparation of Report for Transmission Projects allocated to BPC by National Committee on Transmission (NCT) for selection of successful bidder through Tariff based competitive bidding, shall quote unit rate for 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

### 3.0 Scope of work and Deliverables:

The scope of works includes the following: -

1. Survey using Modern Survey Techniques.
2. Identification of three alternative route alignments & selection of one optimized route alignment.
3. Walk-over Survey of the route alignment.
4. Preparation of Survey Report.
5. Initiation of any forest clearance based on survey of final route alignment with concerned Authorities.
6. Estimation of the land area required for the substations.
7. Preparation of Single Line Diagram for assessment of land requirement including identification of three alternative of sites alongwith selection of om=ne optimized site for the substation.
8. Preparation of alternative site identification Report & selection of optimized site.

Deliverables as per following:

All the deliverables, as mentioned in this clause and Technical Specifications (Volume-II) shall be submitted for the project.

1. The Contractor will submit progress report for all the works/ studies/ survey every fortnight as per the format mutually agreed upon.
2. 7.2 The Contractor will submit three (3) copies of the draft report with requisite plans & drawings in English language. The Contractor is also required to submit geotagged detailing of photographs of each Angle point (AP). The tower schedule shall include details of all the towers alongwith the transmission route.
3. The Contractor will submit five (05) copies of Final Report (high quality printout) with requisite plans & drawings in English language. The Final Report should be submitted within 7 days after comments of Employer on draft Report. The final report and drawings (both hard copy as well as soft copy) shall also include the GPS coordinates of selected points of the final route as per specifications.
4. Soft copies shall also be submitted for the Final Report along with drawings.
5. All raw data for all the studies/ reports/ surveys shall also be submitted.
6. All reports shall be submitted in A4 size sheets with font size 12, properly bound and printed using good quality paper & material. Map/sketch shall be provided in appropriate size sheets.

The above scope of work and deliverables are indicative and the detailed scope of work and deliverables are given in the Technical Specification (Volume-II) of the Bidding Documents.

4.0 This invitation for bids for Empanelment of Survey Agencies on Rate Contract Basis published on **18/01/2022** on e-procurement portal given at **para 6.0** below and on Government of India's Central Public Procurement Portal (<https://eprocure.gov.in>) and on CTUIL website (<https://webapps.powergrid.in/ctu/u/>). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.

5.0 The complete Bidding Documents are available on portal <https://www.mstcecommerce.com/eproc/> of **M/s. MSTC Limited (MSTCL)**. **Interested bidders shall download the Bidding Documents from the MSTCL's portal, as per the provisions available therein.**

Bidders shall ensure that their bids, complete in all respects, are submitted online through said Portal only. No DEVIATION in this regard is acceptable.

The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.

6.0 Interested bidders have to necessarily register themselves on the MSTCL's portal <https://www.mstcecommerce.com/eproc/> to participate in the bidding under this invitation for bids.

It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal and for any assistance during bid submission, system settings etc. for which they are required to contact **M/s. MSTC Limited (MSTCL)**:

**Registered office:**

Plot no.-CF-18/2, Street No. 175,  
Action Area 1C, New Town, Kolkata-700156

**Northern Regional Office:**

Jeevan Vikas Building, 30-31A,  
Asaf Ali Road, New Delhi-110002

*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.

**Kindly note that to submit the bids electronically, bidders must have a valid Class 3B Digital Certificate (signing and encryption / decryption certificate).**

They may obtain further information regarding this IFB from the office of Chief Manager/Dy. Manager, CTUIL at the address given at **para 10.0** below from 15:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.mstcecommerce.com/eproc/> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting **M/s. MSTC Limited (MSTCL)** directly, as and when required, for which contact details are

mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

- 7.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.
- 8.0 A pre-bid meeting will be held on **24/01/2022 at 1130 Hrs. (IST)** to clarify the bidder's various issues raised in accordance with clause 5.3 of ITB.
- 9.0 Soft Copy Part of the Bids must be uploaded under Single Stage Two Envelope Bidding Procedure on the portal at or before **11:00 hours** on **31.01.2022**. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified.

**Refer Clause 8(I), Section-III: Bid Data Sheets (BDS), regarding submission of hard Copy Part of the Bid.**

**Bidders may please note that there is no Tender fee for this Empanelment process.**

First Envelope i.e. Techno -Commercial Part shall be opened on **31.01.2022 at 11:30 hours** in the presence of the bidders' representatives who choose to attend in person at the address below or may be viewed by the bidders by logging in to the portal. The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive First Envelope Proposals in line with the provisions of Bidding Documents. Second Envelope i.e. Price Part shall be opened in the presence of the bidders' representatives who choose to attend at the time and date and at the address given in the intimation for opening of Second Envelope or may be viewed by the bidders by logging in to the portal.

- 10.0 CTUIL reserves the right to cancel/withdraw this Request for Proposals without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 11.0 All correspondence with regard to the above shall be to the following address:

(By Post/In Person)  
Chief Manager/Dy. Manager (CTUIL)  
Central Transmission Utility of India Limited  
'Saudamini', 1<sup>st</sup> Floor, Plot No.-2, Sector-29  
Gurgaon (Haryana) - 122001.

(Thru Board) +91-124-282-2242/3303/2369  
Mobile: +91- 9560690625/ 9599814158/9205472328  
Email: [maneesh.jharwal@powergrid.in](mailto:maneesh.jharwal@powergrid.in); [virendra2@powergrid.in](mailto:virendra2@powergrid.in);  
[rahul.prasad@powergrid.in](mailto:rahul.prasad@powergrid.in)

- 12.0 The empanelment of Survey Agencies on Rate Contract Basis shall be valid for One (1) year and the period may be extended further by Employer for 01 (One) Year on same terms and conditions.

Notwithstanding anything stated herein above, CTUIL also reserves the right to annul the aforesaid Empanelment process on Rate Contract Basis any time and may, at its option without assigning any reason, and shall bear no liability whatsoever consequent upon such a decision.

#### 13.0 Procedure for Price Bid Submission on Portal:

For submission of price bid, download the password protected excel file from portal and save the same without changing file name and file type. After filling the unit rates (in green cell only) for provided categories in downloaded excel, same shall be uploaded on provided link on portal Only.

Uploading Price Bid in any form with Technical Bid (Technical Cover) will be at the Bidder's risk and may result in rejection of its bid

----End of Section-I: Invitation for Bids---

**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/eproc/>, 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.

## **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.

### **2.0 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-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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:
- (a) they have a controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts 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
  - (e) 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 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/eproc/> 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/eproc/> 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/eproc/>. 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/eproc/> 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:

- (i) Power of Attorney as per [ITB Clause 8.2 \(a\)](#).
- (ii) 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.
- (iii) **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:

##### **(a) As part of First Envelope**

- (i) Attachments (Attachments to Bid Form including Attachment to QR) mentioned at [ITB Clause 8.2](#), Power of Attorney, and 'Technical Bid Form' for first envelope.
- (ii) Scanned copies of all the documents mentioned at [ITB Clause 14.2](#).

##### **(b) As part of Second Envelope**

- (i) Price Schedule (To be filled on Portal only as per instruction given in IFB).

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) 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/eproc/> 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:
  - i) Power of Attorney as per [ITB Clause 8.2\(a\)](#);
  - ii) 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.
  - iii) Any other document further specified in the **BDS** duly signed and stamped on each page

**Second Envelope:**

- (a) Price Schedule (To be filled on Portal only as per instruction given in IFB clause 13.0, Section-I, Volume-I of Bidding Document)

8.2 Bidder shall submit soft copy of following documents by uploading on the portal <https://www.mstcecommerce.com/eproc/> 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**

The Bidder shall complete the Bid Form(s) as provided in Volume-III of the document and upload in Technical Cover as per the procedure stipulated at Clause 8.0 of ITB/BDS.

## **10.0 Bid Prices**

10.1 Bidder shall quote their unit prices for specified categories/lot on MSTCL portal in downloaded protected excel file and same excel shall be uploaded without changing file name and file type. Price Quoted shall be considered for evaluation in line with Clause 27.0.

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.

10.3 GST Rate and SAC code for the items shall be furnished, by Contractor, along with billing breakup prior to payment for these items. The liability of Employer shall only be limited to payment of applicable GST as per actual.

## **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:
  - a) Power of Attorney as per [ITB Clause 8.2 \(a\)](#);
  - b) 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.
  - c) Any other document further specified in the BDS duly signed and stamped on each page

##### **Second Envelope:**

Price Schedule (To be filled on Portal only as per instruction given in IFB clause 13.0, Section-I, Volume-I of Bidding Document).

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.

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).

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/eproc/>, 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/eproc/>. 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 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 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 1<sup>st</sup> 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) -----*

**SECTION - III**

**BID DATA SHEETS (BDS)**

## BID DATA SHEETS (BDS)

The following bid specific data to be amend and/or supplement the provisions in the Instruction to Bidders (ITB):

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB Clause 8 (I)	<p><b>Supplementing ITB 8 (I) as follows:</b></p> <p>Due to prevailing situations on account of COVID-19, the bid shall be submitted by the Bidder in the following manner:</p> <p>All the documents required to be submitted as part of Hard Copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 8 (II).</p> <p>Bidder may note that submission of documents required to be executed on non-judicial stamp paper or requirement of attestation/notarization shall also not be a pre-requisite for submission in the scanned form and may be executed on the letterhead of the firm.</p> <p>All these documents shall however be furnished by the successful bidder(s) in original/hard part as per requirement specified in the bidding documents including execution of documents on non-judicial stamp paper or requirement of attestation/notarization etc. Further, no change shall be permitted in the content of hard copy and earlier submitted scanned copy. Bidder shall also submit an undertaking to this effect along with the soft part of the bid as per Attachment-7 of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 20.1. Bidder may also note that the undertaking inter-alia contains provision to the extent that non-submission of these documents as above shall be considered as withdrawal of the bid and would be treated accordingly.</p> <p>The provisions specified at other clauses of the Bidding Documents shall be read in conjunction with the provisions specified hereinabove.</p> <p>Notwithstanding the above, Employer reserves the right to modify/revise or restore the provisions keeping in view the changes in the circumstances.</p>
2.	ITB 15.2(a), ITB 15.2(b), ITB 16.1, ITB 17.1 and ITB 19.1	<p><b><u>The deadline for Hard copy part of the bid submission is</u></b></p> <p>Date: <b>31/01/2022</b></p> <p>[Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].</p> <p><i>Bid submission timelines will be defined as per the e-Procurement server clock only.</i></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><u>Address for submission of Hard copy of Documents;</u></p> <p>Address in Person or by Post:</p> <p>Kind Attn.: Chief Manager/Dy. Manager (CTUIL)  Central Transmission Utility of India Limited  'Saudamini', 1st Floor, Plot No.-2, Sector-29  Gurgaon (Haryana) - 122001.  <b>Telephone No.:</b> +91-124-282- 2242/3303/2369  <b>Mobile:</b> +91- 9560690625/ 9599814158/ 9205472328  <b>Email:</b> maneesh.jharwal@powergrid.in; virendra2@powergrid.in;  rahul.prasad@powergrid.in</p> <p><b><u>Bid Title:</u></b></p> <p><u>“Empanelment of Survey Agencies on Rate Contract Basis for Survey Work using Modern Survey Techniques and Preparation of survey report allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations”</u></p>

----- End of Section-III (BDS) -----

	<b>Proposed Qualifying Requirements (QR) for Empanelment of Survey Agency for Transmission Scheme under TBCB route assigned to CTUIL</b>
	<b>Qualification Criteria</b>
	Qualification of applicant will be based on meeting the minimum pass/ fail criteria specified below regarding the Applicant's technical experience and financial position as demonstrated by Applicant's responses in the corresponding Bid Schedules.
	Technical experience and financial resources of any proposed subcontractor(s) shall not be taken into account in determining the applicant's compliance with the qualifying criteria. The bid can be submitted by an individual firm meeting the QR.
	The Employer may assess the capacity and capability of the applicant. This assessment shall inter-alia include (i) document verification; (ii) details of works executed, works in hand & anticipated in future (iii) manpower and financial resources; (iv) past experience and performance; (v) customer feedback; (vi) banker's feedback etc.
<b>1.0</b>	<b>Technical Requirements/ Experience</b>
1.1	<p>The qualification of bidder will be based on meeting the minimum criteria specified below regarding bidder's technical experience:</p> <p><i>The bidder should have successfully completed, as a prime contractor, the work of route alignment using remote sensing techniques (satellite imageries), digitization of profile and optimization of minimum 500 km transmission line of 220kV or above in maximum 5 no. of projects during the previous five (5) financial years. Out of 500 km, survey of 250 km of transmission line must be for 400 kV or above.</i></p>
1.2	Applicant should have key surveying equipments like total station, GPS, digital theodolite, auto levels and appropriate software for generating drawing and reports.
1.3	<p>Availability of key personnel, their qualifications and experience:</p> <p>The firm should have at least two persons with qualification of Diploma in Surveying/ Survey Engineering/ equivalent or above with experience of Transmission Line surveying work.</p>

1.4	<p>The bidder shall furnish following documents/ details with its bid:</p> <p>a) The bidder shall submit documents in support of meeting the technical experience mentioned at para 1.1 above in the form of LOA/ Work order &amp; completion certificate/ payment certificate or any other document evidencing the same.</p> <p>b) The bidder shall submit self-certification in support of para 1.2 above.</p> <p>c) The bidder shall submit self-attested Organization chart showing details of personnel as mentioned at Para 1.3 along with self-attested copies of Qualification &amp; experience certificates.</p>
<b>2.0</b>	<b>Financial requirement</b>
2.1	<p>Financial Position</p> <p><i>Net worth for last 3 financial years should be positive.</i></p>

**Section-IV**  
**General Conditions of Contract**

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## GENERAL CONDITIONS OF CONTRACT (GCC)

### **Preamble**

This Section (Section -IV) of the Bidding Documents [named as General Conditions of Contract (GCC)] provides all the rights and obligations of the parties under the Contract.

## 1.0 DEFINITION OF TERMS

Unless defined otherwise, the following terms wherever used in this document shall have the following meanings.

- 1.1 'Owner' or 'Employer' or 'Company' or 'Client' or 'CTUIL' shall mean the firm/corporation/ government entity, named in the SCC, who is responsible for getting the Facilities implemented and shall include their legal representatives, successors and permitted assigns.
- 1.2 "Consultant" or "Bidder" or "Contractor" shall mean the Firm/Bidder whose proposal has been accepted by the Owner for the Award of the work and shall include his legal representatives, successors and permitted assignee.
- 1.3 "Consultancy Assignment" or "Work" or "Study" or "Assessment" or "Services" shall mean the complete study as prescribed in the Specification / Terms of Reference.
- 1.4 'Notice of Empanelment' / Letter of Empanelment' shall mean the official notice issued by the Owner notifying the Bidder that his proposal has been accepted and that bidder is required to sign the contract Agreement.
- 1.5 "Service Instruction" means the official notice issued from time to time by the Employer notifying the Empaneled Agency to supply Services based on requirement. Each Service Instruction shall contain its separate Time for Completion based on actual requirement.
- 1.6 'Contract' shall mean the Contract Agreement entered into between the Owner and the Bidder, together with the contract documents referred to therein; they shall constitute the contract and the term 'Contract' shall in all such documents be construed accordingly.
- 1.7 "Date of Contract" shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective date of Contract, whichever is earlier.
- 1.8 "Engineer" or "Engineer-in-Charge" or "E.I.C." shall mean the officer appointed in writing by the owner to act as "Coordinator" from time to time on behalf of Owner in all matters pertaining to this Contract. "Engineer-in-charge" shall be authorized by the client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.
- 1.9 'Documents' shall mean the Instructions to Bidder, this Conditions of Contract and Proposal Form, Attachments & Schedules, which subsequently forms a part of the contract alongwith such other documents as may be mutually agreed upon.

- 1.10 "Contract Documents" means the documents listed in Clause 1.1 of Article 1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).
- 1.11 "Unit Rate" means the Price quoted & evaluated and agreed upon by empaneled consultants
- 1.12 "Indian Rupees" or "Rs." Of "INR" shall mean the mean the currency of the Government of India.
- 1.13 "Facilities" means the Services to be carried out by the Contractor/ Empaneled Agency under the Contract in line with the provisions of Technical Specifications read in conjunction with Service Instruction(s).
- 1.14 "Effective Date" means the date of Letter of Award (LoA) from which the Time for Completion shall be determined.
- 1.15 "Services" means all those services to be provided by the Contractor under the Contract in line with the provisions of Contract (including Technical Specifications).
- 1.16 "Time for Completion" shall be as per LoA issued to the Empaneled Agency from time to time in the event of emergence of requirement. Such LoA shall be issued to the Empaneled Agency within a period of 02 years from the date of issuance of Empanelment Letter and this period may be extended further by the Employer for 01 year on same rates, terms & conditions.
- 1.17 A 'Week' shall mean a continuous period of seven (07) days.
- 1.18 'Month' shall mean calendar month, 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Bidder in its offer.
- 1.19 The word imparting singular shall also include the plural and vice-versa where the context so requires.
- 1.20 The title or heading shall not alter or affect the intent of scope of the clauses or articles of the documents.
- 1.21 The 'Government' shall mean the 'Government of India' or an authorized representative/Firm/Consultant/Department of the 'Government of India'.
- 1.22 'Person' shall include firms, companies, corporation and association or bodies of individuals, whether incorporated or not.

- 1.23 “Arbitrator” means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 11.0 (Arbitration) hereof.
- 1.24 “Final Report” / “Final Document” or “Report” will mean the final report or document prepared by the Consultant as per Owner’s Specification.
- 1.25 The “Final Acceptance of Work” provided by the Consultant under the Scope will be given by Owner as hereinafter defined. Six (6) Months after successful completion of the Consultancy assignment and submission of all documents, reports etc. to CTUIL and acceptance of the reports by the concerned statutory Authorities, Government of India and upon certification by the Engineer – in – Charge.
- 1.26 The Date of Completion of Contract-Unless otherwise terminated under the provisions of any other relevant clause of the document, Contract shall be deemed to have been completed after issuance of the certification from engineer-in-charge that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.

## 2.0 CONTRACT AGREEMENT

- 2.1 The Contract agreement, as per the format provided in the Section-VI (Forms and Procedure) of Bidding Documents, for assigned work for survey between Employer and Contractor shall be signed within 10 days of issuance of Letter of Award (LoA).

## 3.0 TERMS OF PAYMENT

- 3.1 All payments against the survey works shall be paid against production of CPG as per ITB Clause 31.0 of Instructions to Bidders, invoice in quadruplicate and signing of Contract Agreement by the Consultant.
- 3.2 All payments under the Contract for the survey work shall be released on stage-wise completion of the survey work, as per Technical Specification, mentioned below:

S. No.	Stages	Payment
1.	After submission and acceptance of Draft Project Report	40% of Specified Contract Value in LoA Or Contract Value after acceptance of Draft Project Report,  Whichever is lower

2.	After submission & acceptance of the Final Report.	40% of Actual Contract Value
3.	After the LOI has been issued by BPC for Transmission System under bidding to the successful developer for the Transmission System and the SPV has been handed over to the selected bidder Or four months from the acceptance of Final Report of Survey by CTUIL, whichever is earlier	Balance Payment as per Actual Contract Value based on Final Project Report

3.3 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

3.4 The above payments shall be made after deducting therefrom such other amounts as may be deductible or recoverable under the Contract.

3.5 All travel related expenses and all the other expenses (out of pocket) including those related to the scope of work shall be borne by the Consultant.

3.6 Applicable GST will be paid/reimbursed extra.

#### **4.0 PROCEDURE OF PAYMENT**

4.1 All payments shall be made against GST invoices to be raised by the Consultant(s) as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Consultant fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.

4.2 All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of seven (7) days before the same are submitted for processing the payment within fifteen (15) days of certification of the Engineer-in-Charge of the amount payable for the services. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account furnished by Consultant alongwith their Proposal. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty-five (45) days after receipt of the invoices by the Engineer-in-Charge, the Owner shall make

payment against the balance of invoice (original amount less the amount in question) to the consultant within thirty (30) days thereafter i.e. within sixty (60) days from the date of receipt of invoice by the Engineer-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.

## **5.0 TAXES, DUTIES AND INSURANCE**

- 5.1 All taxes (except GST, as applicable), duties, levies, insurance charges, etc. arising out of the contract shall be payable directly by Consultant and shall be included in the lump sum bid price for the entire scope of work. Central Transmission Utility of India Ltd. will not bear any expenditure, whatsoever on this account. As regards income tax, surcharge on income tax and other corporate taxes, the Consultant shall be responsible for such payments to the concerned authorities. However, the Owner is entitled to deduct TDS as per the Government policies/tax rules and regulations. The Consultant shall be liable to take/maintain all necessary insurance at its own cost.
- 5.2 Employer shall not bear any expenditure, whatsoever on this account. The liability of Employer shall only be limited to payment of applicable GST.
- 5.3 Firm shall be liable to take /maintain all necessary insurances at its own cost.
- 5.4 Income Tax, Surcharge on income tax and other corporate taxes, including cess wherever applicable, the Firm shall be responsible for such payments to the concerned authorities.
- 5.5 The Charges quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable.

## **6.0 VALIDITY OF EMPANELMENT**

- 6.1 The Empanelment of Survey Agencies on Rate Contract basis shall be valid for One (01) year from the Letter of Empanelment and extended further by Employer for One (01) Year on same terms and conditions.

## **7.0 COMPLETION PERIOD:**

- 7.1 The completion period for the assignment shall be strictly adhered to, as per timeline mentioned in Technical Specification (Volume-II of Bidding Document) and briefly mentioned here:
- 7.2 Submission of alternate route alignments for transmission line, finalization of optimized route alignments of Transmission Line in consultation with the Employer, walk over survey of optimized route, identification of three alternatives for sub-station

land and selection of one optimized site, submission of draft report, Final report (duly incorporating comments/suggestions of Employer within 7 days, after receiving comments, suggestions) etc. shall be completed within 2 months from the date of LOA. The major milestone activities for the packages shall be as under:

Submission of draft Report to CTUIL	Within 45 Days from date of LOA.
Comments/suggestions by CTUIL on draft report	Within 8 days of submission of draft Report
Submission of Final Report along with all deliverables	Within 7 days (Total completion period of 2 months).

7.3 Further, engagement for contractor shall be till issuance of LoI by BPC to Transmission Service Provider (TSP) and signing of all agreements with the TSP.

7.4 The Contractor shall be required to attend the meetings/conference with the prospective TSPs or any other agency as intimated by Employer to clarify the issues relating to Survey during the Bidding Process of the transmission scheme.

**8.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

8.1 For any delays attributable to the Consultant, beyond the Scheduled dates/period of completion of various activities as per the agreed work schedule, the Consultant shall pay to Employer, liquidated damages, and not as penalty, an amount worked out at the rate of 1% (one per cent) of total contract value as awarded per week or part thereof. However, the total liability of the consultant under this clause shall not exceed 10% (Ten Percent) of the Contract Values as awarded.

**9.0 LIABILITY OF THE CONSULTANT**

9.1 Any defect or inadequacy appear in the study carried out and report submitted by the Consultant prior to the date of final acceptance of the work by the Owner, the Consultant shall perform at its own initiative and free of any cost to Employer, all such services as shall be necessary to remedy the said defect or inadequacy.

9.2 The Consultant shall be further liable for the consequence of errors and omissions arising from the gross negligence on its part or on the part of its employees or associates or experts to the extent of the total contract value of this contract.

## **10.0 PATENT**

- 10.1 The Consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the consultant.
- 10.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant.
- 10.3 The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

## **11.0 SETTLEMENT OF DISPUTE**

- 11.1 Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer subject to a written appeal by the Consultant to the Engineer, whose decision shall be final to the parties hereto.
- 11.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 11.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **ARBITRATION** clause.

## **12.0 ARBITRATION**

- 12.1 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work or after its completion, abandonment or breach of contract, the same shall be referred for arbitration, for which purpose the Owner and the Consultant shall nominate one Arbitrator each. These Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996, the rules framed hereunder and any statutory modifications thereof. The costs of reference and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.

- 12.2 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned.
- 12.3 Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Consultant shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.
- 12.4 The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be the registered office of Employer.

**13.0 TERMINATION FOR DEFAULT AND CONVENIENCE:**

**13.1 TERMINATION FOR DEFAULT:**

- 13.1.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, terminate the contract in whole or in part.
- a. If the consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the owner in writing.
  - b. If the consultant fails to perform any other obligation(s) under the contract or
  - c. If the consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the owner.
- 13.1.2 In the event the Owner terminates in whole or in part, pursuant to Para 13.1, the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the consultant shall be liable to the Owner for any excess costs for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

### **13.2 TERMINATION FOR CONVENIENCE:**

13.2.1 The Owner, may by written notice sent to the consultant, terminate the contact, in whole or in part, at any time for its convenience, the notice of termination shall specify that termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

13.2.2 The studies/services that are completed and ready for final reporting within thirty (30) days after the consultant's receipt of notice of termination shall be accepted by the Owner at contract terms and prices. For the remaining services, the Owner may elect,

a) To have any portion completed and delivered at the contract terms and prices and/or.

b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

### **14.0 TERMINATION FOR INSOLVENCY**

14.1 The owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

14.2 Upon termination of the contract at any time for whatever reason by Employer compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition, the Consultant will be paid for such of those items of work, which have been partially completed as per conditions stipulated under relevant clause. The Consultant shall provide available documentary evidences to this effect, acceptable to Employer.

14.3 Following issuance by Employer of a notice of termination and prior to the effective date of such termination, the Consultant shall:

a. Terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination.

b. Incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice.

c. Terminate all outstanding orders, service contracts and sub-contracts to the extent that they relate to the performance of work terminated by the notice;

- d. Transfer title and deliver to Employer in the manner, at the times and to the extent, if any, as directed by Employer, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and commutations, etc. which, if the contract had been continued, would have been required to be furnished to Employer.

The termination of the contract shall not relieve the Consultant of its duties and liabilities as per the contract for the portion of the services performed prior to the effective date of termination.

## **15.0 GOVERNING LAWS**

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the jurisdiction.

## **16.0 SUSPENSION OF THE OBLIGATION**

- 16.1 The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in clause 17.0 or as the result of an agreement between the parties.
- 16.2 In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

## **17.0 FORCE MAJEURE**

- 17.1 Force Majeure is hereby defined as any cause which is beyond the control of the Consultant or Central Transmission Utility of India Ltd. as the case may be, which they could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural Phenomena including but not limited to floods, draughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, embargoes, etc.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

- 17.2 Firm or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Firm performance of their obligations has been delayed for other causes.

## **18.0 HANDLING OF DOCUMENTS**

- 18.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the consultant in connection with the services to be provided by the Consultant shall be the property of the Owner, as when required or upon termination of the Contract, the aforesaid documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.
- 18.2 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from Employer under terms of the Contract or in performance thereof.
- 18.3 The consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts and installation in which Employer has an interest without prior written consent of.
- 18.4 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

## **19.0 ABANDONMENT OF WORK**

- 19.1 If any work included in the scope of Bidding documents to be done by the consultant is abandoned or suspended for any cause or reasons, which cannot be attributed to the consultant, payment, shall be made on a pro-rata basis for the work actually done and as decided by the owner.

## **20.0 SUB-CONTRACT**

Sub-contracting of the assignment will not be allowed. The appointed Consultant shall be solely responsible for all the required final deliverables.

## **21.0 LIMITATION OF LIABILITES**

- 21.1 Employer shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the Consultant's personnel, experts, engineers, Sub-contractors, licensors, collaborators, venders, or subsidiaries.

21.2 The Consultant and Employer both agree that each shall assume full risk of damages of injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance.

## **22.0 CHANGES/ADDITIONS/DELETIONS**

22.1 Employer shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant's opinion, any such additions or changes affect the completion schedule or the fee, Employer will be advised accordingly and the same shall be mutually settled. However, the consultant shall continue to carry out the work pending till final settlement if any.

22.2 Employer reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes Employer shall give to the Consultant a notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by Employer and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.

22.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

## **23.0 NO WAIVERS**

If Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve Consultant of any of its responsibilities under the assignment.

## **24.0 INSTRUCTIONS AND NOTICES**

24.1 All notices to be given on behalf of Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

24.2 All instructions, notices and communications, etc., shall be given in writing and if sent by registered / speed post to the last known place of business of the consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

## **25.0 BANKRUPTCY**

25.1 If the Consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, Employer shall be at liberty:

1. To terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the consultant may become vested.
2. To give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by Employer.

## **26.0 PROGRESS REPORT**

26.1 The Consultant shall prepare and submit to Employer weekly progress report showing the progress and status of the `Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of Employer. Draft formats of progress reports shall be enclosed by the Consultant with the offer.

26.2 It is understood that submission of such reports and reviews thereof by Employer shall not be deemed to absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

26.3 The Contractor will submit progress report for all the works/ studies/ survey, every fortnight as per the format mutually agreed upon.

## **27.0 METHODOLOGY OF EXECUTION OF ASSIGNMENT**

27.1 Consultant shall clearly bring out in their bid their organization chart and the methodology they want to follow of successful execution of the assignment. Consultant along with the organization chart shall indicate the names of key persons proposed to be deployed for each activity of the project and their bio data. They shall also indicate separately the works they intent to carryout in their office and estimated Man days. Consultant shall also bring out in his bid number of visits to site of the key personnel they envisage under the assignment.

27.2 Regular review meetings will be held every fortnight in Employer's Office and progress of work will be reviewed. The engineering co-ordination and consultant co-ordination procedure will be discussed and decided separately during the pre-award stage.

## **28.0 CORRESPONDENCE AND CONTRACT COORDINATION PROCEDURE**

28.1 All correspondence during the pre-award stage and during execution of the contract shall be made as per following procedure: -

28.2 On all technical matters pertaining to execution of the contract as per specification in the consultant shall directly interact with the Engineer-in-Charge.

28.3 All Correspondence from Owner the Consultant shall be made with the full time Coordinator to be identified by the Consultant and the agreed by the Owner

## **29.0 INSPECTION OF SITE BY CONSULTANT**

The Consultant shall inspect and examine the site and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment / materials necessary information as to risks, contingencies, and other circumstances, which may influence or affect his tender, before bidding.

## **30.0 MANPOWER DEPLOYMENT**

The Consultant shall deploy task force of well qualified and experienced engineering /science executive and draftsmen for this work. The manpower proposed to be deployed for this task shall be guaranteed by the Consultant in his offer both discipline-wise and category wise (for Engineers / Scientists and draftsmen) required for completion of service included under the scope of the specification. The Consultant shall depute a senior level executive to act as fulltime overall coordinator and focal point for all interactions with Employer throughout the entire period of consultancy assignment. The bio-data of the Engineering / Scientific personnel proposed to be included in the Task Force Should be enclosed with the offer. The task force so proposed is subject to the approval of the Owner. The owner may ask for suitable substitution of Engineers/Scientists in place of the proposed ones, if it so desires.

## **31.0 LIST OF EQUIPMENT / INSTRUMENTS**

31.1 The Bidder shall provide a schedule of instruments / equipment available with it and/or with its collaborators (s)/ laboratories, which are intended to be used for each area of study separately. Further, the Bidder shall provide the list of equipment proposed to be deployed for the study.

31.2 Employer shall not make any additional payment for any type of equipment / accessories required by the consultant for this package or for any other purpose.

### **32.0 CO-ORDINATION PROCEDURE**

The Consultant shall propose in its offer the detailed co-ordination procedure with the owner for performing the services. The system to be adopted shall provide control and continuity of all functions. Owner's participation in the major decisions shall be essential to the extent desired by the owner. The coordination procedure and schedules of coordination review meeting between the Owner and the Consultant shall be mutually discussed and finalized before award of the contract.

### **33.0 COLLABORATION**

The Consultant will be required to furnish the details its collaboration arrangement with various laboratories, institutions and other organizations along with consent letters from the collaborators categorically agreeing to carry out the assignment till the completion of the study. Such consent letter must contain a declaration that the consent given by the collaborator is irrevocable till successful completion of the assignment. The proposal will also precisely outline the responsibilities and task to be undertaken by the collaborator (s). The consent letters from the collaborators shall be enclosed with the Bid.

### **34.0 ASSOCIATION OF CENTRAL TRANSMISSION UTILITY OF INDIA LTD.**

Employer may depute its Engineer / Representative to be present during the entire course of studies or any part thereof. The Engineer/authorized representatives will have to be provided necessary information when asked for. He may further monitor the field and laboratory activities, and supervise the finalization of the documents. The engineers will also discuss results of studies and may suggest different cases to be studied. The Consultant shall provide all facilities for Employer Engineers / Representatives to have fruitful participation in the work. The Consultant will submit all study results draft sections / documents to the EIC for his approval and the final document will be prepared after incorporating changes / modifications / additions / alterations suggested by the EIC.

### **35.0 UNITS & INDIAN STANDARDS / CODES / REGULATIONS**

Indian Standards, codes and regulations, wherever applicable, shall be adopted and adhered to by the Consultant. In case of such Indian standards / codes / regulations being not available in particular areas, applicable and accepted International standards shall be followed.

### **36.0 OWNER'S RIGHT**

Owner reserves the right for the following:

- a) Rejection of any or all offers without assigning any reason whatsoever.
- b) Rejection of any offer which is incomplete with regard to the required information of scope of work.
- c) Review of the work performed by the Consultant either himself or through another Consultant separately appointed by him and ask for any clarification and changes / modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed upon between the Owner and Consultant in his work without any cost and liability to the Owner and without any dilution of the responsibility of the consultant.

### **37.0 TRAVEL EXPENSES**

The travel expenses incurred by the Consultant's personnel for journeys to site or Employer's Office or anywhere in connection with the study under Scope of this Specification will be borne by the Consultant and the owner will not take any responsibility whatsoever on this account

### **38.0 ACCESS TO Consultant's OFFICE / WORK SITE**

The authorized representative (s) of Employer shall be provided access to the Consultant's and/or its Associates premises or to the work site at any reasonable time during the currency of this work for expediting, inspection & checking of the progress of the Consultant's work.

-----End of Section-IV: General Conditions of Contract-----

## **SECTION - V**

### **SAMPLE FORMS AND PROCEDURES (FORMS)**

## **SAMPLE FORMS AND PROCEDURES (FORMS)**

### Preamble

This Section (Section -V) of the Bidding Documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract/Empanelment.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Performance Security (ies) forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies), according to the forms indicated herein and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

**1. FORM OF 'LETTER OF EMPANELMENT FOR RATE CONTRACT'**

Ref. No.:

Date:

.....(*insert Contractor's Name & Address*) .....  
.....  
.....  
.....

Attn: Mr.....

**Sub.: Letter of Empanelment for Rate Contract for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations.**

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated .....

1.2 The Bidding documents for the subject package were made available for inspection & downloading on MSTC portal <https://www.mstcecommerce.com/eproc/>. The Bidding documents downloaded by you for the subject package comprising the following:

- a) Conditions of Contract (Volume-I)
- b) Technical Specifications (Volume-II)
- c) Bid Forms and Attachments (Volume-III)

1.2.1 Amendment/Errata No. .... to Bidding through e-procurement portal <https://www.mstcecommerce.com/eproc/>.  
*(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)*

- 1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on ..... issued through e-procurement portal <https://www.mstcecommerce.com/eproc/>  
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

- 1.3 First envelope of your Bid submitted for the subject package under Proposal reference no. .... dated ..... was opened on ..... (Use as applicable)
- 1.4 Intimation for Opening of Second Envelope issued to you vide our letter no. .... dated .....
- 1.5 Second Envelope of your Bid under proposal reference no. .... dated ..... was opened on..... (Use as applicable)

2.0 **EMPANELMENT OF AGENCY AND ITS SCOPE:**

- 2.1 We confirm having accepted your Bid (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [modify as applicable] above), we hereby Empanel you on Rate Contract Basis (*hereinafter called 'Contractor/ Empaneled Agency/Empaneled Consultant'*) for **survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Station** on the terms and conditions as brought out at para 3.0 below.

3.0 **TERMS AND CONDITIONS FOR EMPANELMENT:**

The Empanelment of the Survey Agency on Rate Contract Basis is subject to the terms and conditions as brought out in the Bidding Documents inter-alia including the following:

**A. Validity of Empanelment:**

This empanelment shall be valid for a period of 01 (One) year from the date of Empanelment i.e. .... in line with the provisions of the Bidding Documents and the period may be extended further by Employer for 01 (One) Year on same terms and conditions.

**B. Scope of Work:**

The scope of work shall be as detailed in the Technical Specification (Volume-III) of the Bidding Document and read in conjunction with Letter of Award (LoA).

CTUIL will assign the work of Survey to you from time to time as per requirement through a Letter of Award (LoA) in line with the provisions of the Bidding Documents inter-alia at ITB Clause 27.2.

**C. Rate(s):**

Unit Rates for the Empanelment under different categories are finalized pursuant to ITB clause 27.1 and accordingly, following Unit Rate(s) shall be applicable:

Sl. No.	Categories	Unit Rate (in Rs.)	Unit
1.	Transmission line in plains		Per KM
2.	Transmission line in hills at altitudes from 1000m above MSL to altitudes of below 3000m above MSL		Per KM
3.	Transmission lines in hills at altitudes of over 3000m above MSL		Per KM
4	Identification of substation site for each substation		Per Substation

The above Rate(s) are exclusive of applicable GST in line with the provisions of the Bidding Document. The above Rate(s) shall be firm and fixed during the currency of the contract and not subject to variation on any account.

**D. Payment terms:**

The work for Survey, once assigned, shall be carried out as per Technical Specifications (Volume-II) read in conjunction with Letter of Award (LoA) within the time frame as informed at the time of assigning the work and same is mentioned in Technical Specification also. The payment terms would be as follows:

S. No.	Milestone	Payment
1.	After submission and acceptance of Draft Project Report	40% of Specified Contract Value in LoA <b>Or</b> Contract Value after acceptance of Draft Project Report, whichever is lower
2.	After submission & acceptance of the Final Report.	40% of Actual Contract Value
3.	After the LOI has been issued by BPC for Transmission System under bidding to the successful developer for the Transmission System and the SPV has	Balance Payment as per Actual Contract Value based on Final Project Report

	been handed over to the selected bidder Or four months from the acceptance of Final Report of Survey by CTUIL,  whichever is earlier	
--	--	--

**E. Contract Performance Guarantee:**

You are required to furnish, within 15 days of receipt of Letter of Award (LoA), a Contract Performance Security(ies), as per the [ITB Clause 31.0](#) of Section-II of Bidding Documents, for an amount equivalent to Three (3) Percent of the contract consideration.

All the bank guarantees shall be furnished from an eligible bank as described in [ITB Clause 31.0](#) of Section-II of Bidding Documents.

**F. Engineer-in-Charge:**

.....(insert details of Engineer-in-charge)....., CTUIL or his/her authorized representative shall act as Engineer-in-Charge for this Contract.

**G. Time of Completion:**

Time of Completion for the services under the contract shall be as per Letter of Award (LoA) issued to the Empaneled Agency from time to time in the event of requirement. Such LoA shall be issued to the Empaneled Agency within a period of 01 year from the date of issuance of this Letter of Empanelment for Rate Contract and the period may be extended further by the Employer for 01 year on same rates, terms & conditions.

**H.** All other terms and conditions of this Contract shall be as per the Bidding Documents.

4.0 This Letter of Empanelment comes into force with effect from the date of issuance. Further, you shall enter into a Contract Agreement with us within Ten (10) days from the date of this Letter of Award.

5.0 This Letter of Empanelment is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....(*Name of the Employer*).....

(*Authorised Signatory*)

**2. FORM OF 'LETTER OF AWARD'**

Ref. No. :

Date :

.....(*insert Contractor's Name & Address*).....

.....

.....

.....

Attn : Mr.....

Sub. : **Letter of Award (LoA) for Survey Work for .....** (*insert name of the Scheme*).....

**(Project Funding: Domestic).**

Dear Sir,

**1.0 REFERENCE**

This has reference to the following:

1.1 Letter of Empanelment ref no.: ..... dated .....

1.2 Earlier Letter of Awards (LoAs) as follow:

a) First Letter of Award LoA ref no.....dated..... for Survey Work i.e. .... (*insert Scheme name*) .....

b) Second Letter of Award LoA ref no.....dated..... for Survey Work i.e. .... (*insert Scheme name*) .....

c) .....

*(modify suitably based on requirement)*

**2.0 SCOPE OF WORK:**

You are requested to Supply Services as per details mentioned below:

.....

3.0 **CONTRACT PRICE**

3.1 The Contract Price for the entire scope of work under this Letter of Award (LoA) shall be ..... (Specify the currency and the amount in figures & words) ..... as per the following


The above Rate(s) are exclusive of applicable GST in line with the provisions of the Bidding Document.

4.0 **COMPLETION PERIOD:**

4.1 The Time of Completion for the Survey Work shall be 2 months from the date of issue of this LOA for all contractual purposes. The major milestone activities for the packages shall be as under:

Submission of draft Report to CTUIL	Upto ..... (dd/mm/yyyy)  (i.e. within 45 Days from date of LOA).
Comments/suggestions by CTUIL on draft report	Upto ..... (dd/mm/yyyy)  (i.e. within 8 days of submission of draft Report)
Submission of Final Report along with all deliverables	Upto ..... (dd/mm/yyyy)  Within 7 days (Total completion period of 2 months).

4.2 Time for Completion is the essence of Contract

5.0 **TERMS OF PAYMENT AND PROCEDURE**

5.1 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

**6.0 CONTRACT PERFORMANCE GUARANTEE:**

- 6.1 You are required to furnish at the earliest a Performance Security(ies) for an amount equivalent to Three (3) Percent of the contract consideration and valid upto and including ..... as per ITB Clause 31.0.
- 7.0 Bank guarantee shall be furnished from an eligible bank as described in ITB Clause 31.6.
- 8.0 All terms and conditions as brought out in Bidding Document, shall be applicable hereto.
- 6.0 This Letter of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of  
.....(*Name of the Employer*).....  
(*Authorised Signatory*)

Note:

- (1) Instructions indicated in italics in this LOA are to be taken care of by the Employer. The Forms may be modified appropriately to suit the specific requirement of the Contract.

**3. FORM OF CONTRACT AGREEMENT**

RATE CONTRACT AGREEMENT BETWEEN ..... (*Name of Employer*) ..... AND  
M/s. .... (*Name of Consultant*)

THIS CONTRACT AGREEMENT No. .... (also referred to as 'Services  
Contract/the Second Contract') is made on the ..... day of ..... 20.....

BETWEEN

(1) ..... (*Name of Employer*)..... a company incorporated under the laws of  
Companies Act 1956 and having its Registered Office at .....(*registered address of the  
Employer*) ..... and its Corporate Office at .....(*address of the  
Employer*)..... (hereinafter called "the Employer" and also referred to as "*.....(insert  
abbreviated name of the Employer) .....*")

and

(2) M/s ..... (*Name of Consultant*) ....., a company incorporated under the laws of  
Companies Act 1956 and having its Principal place of business at .....(*Address of  
Consultant*) ..... and Registered Office at .....(*Registered address of  
Consultant*) ..... (hereinafter called "the Contractor/ Consultant " and also referred to as  
"*.....(insert abbreviated name of the Consultant) .....*")

WHEREAS the Employer desires to empanel the Contractor for providing all the services  
for the complete execution of the survey work, which is to be assigned from time to time in  
the event of requirement to Contractor through Letter of Award (LOA) ("the Facilities"), and  
the Contractor has agreed to such engagement upon and subject to the terms and conditions  
hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.1)

The following documents shall constitute the Contract between the Employer and  
the Consultant, and each shall be read and construed as an integral part of the  
Contract:

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Letter of Empanelment Rate Contract Ref. No. .... dated  
.....
3. Letter of Award Ref. No. .... dated .....

VOLUME - B

- 3. "Bidding Documents" comprising of the following:
  - (a) Volume -I of Bidding Documents (Document Code No.: .....), read in conjunction with Amendments .... to ..... to the Bidding Documents.
  - (b) Volume -II of Bidding Documents (Document Code No.: ..... ) comprising of Technical Specifications.

VOLUME - C

- 4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.)

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

Article 2. Contract Price for the purpose of Contract

2.1 Contract Price

For the purpose of work of survey for ..... (*insert name of scheme*) ..... the Contract Price shall be..... (*amount in words*) ..... (*.....(amount in figures) ....* .....) as per the following:


The above Rate(s) are exclusive of applicable GST in line with the provisions of the Bidding Document.

The above Rate(s) shall be firm and fixed during the currency of the contract and not subject to variation on any account.

2.2 Terms of Payment (Reference GCC Clause 3.0)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

“Effective Date” means the date of Letter of Award (LOA) from which the Time of Completion shall be determined.

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	Scope of Works
Appendix 6	Contract Co-ordination Procedure

IN WITNESS WHEREOF the Employer and the Consultant have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and  
on behalf of the Employer

.....

Signature

.....

Title

in the presence of

Signed by for and  
on behalf of the Consultant

.....

Signature

.....

Title

in the presence of

### TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 3.0 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in INR. The payment will be made as per following:

#### 1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 3.0, the following terms & Conditions will apply.

- 1.1 The work for Survey, once assigned, shall be carried out as per Technical Specifications read in conjunction with Letter of Award (LOA) within the time frame as informed at the time of assigning the work. The payment terms would be as follows:

S. No.	Milestone	Payment
1.	After submission and acceptance of Draft Project Report	40% of Specified Contract Value in LoA Or Contract Value after acceptance of Draft Project Report,  Whichever is lower
2.	After submission & acceptance of the Final Report.	40% of Actual Contract Value
3.	After the LOI has been issued by BPC for Transmission System under bidding to the successful developer for the Transmission System and the SPV has been handed over to the selected bidder Or four months from the acceptance of Final Report of Survey by CTUIL, whichever is earlier	Balance Payment as per Actual Contract Value based on Final Project Report

Further, for release of above payment, it would be mandatory for Consultant to sign the Contract Agreement and to submit the Performance Securities in line with ITB Clause 31.0 as brought-out in Letter of Award (LOA).

## 1.2 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:

- (a) In case of Services, the GST shall be reimbursed along with payment on completion of Services as brought out above.

## 2. **PAYMENT PROCEDURES**

### 2.1 Method of Payment

The Employer shall make payments, as per para 1.1, above promptly within Fifteen (15) days of submission of an invoice/claim by the Consultant, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Consultant directly.

All payments to be made directly to the Consultant shall be made by the Employer through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract.

**PRICE ADJUSTMENT**

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration/validity of the Contract, in accordance with the provisions of the Bidding documents.

## INSURANCE REQUIREMENTS

## A) Insurances to be taken out by the Contractor

Contractor shall be fully responsible for maintaining all statutory Insurances at their own cost.

## B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

-- End -

**TIME SCHEDULE**

*(This shall be suitably prepared & included here.)*

- 1.1 The work schedule/ Time of Completion shall be as per the Letter of Award (LOA) to be issued by the Employer during the validity of the Rate Contract.
- 1.2 Liquidated damages for delay in successful Completion of entire Scope of work and its Acceptance by the Employer, at rates specified in Conditions of Contract Clause 8.1 shall be applicable beyond the date specified above.
- 1.3 Time for Completion is the essence of Contract.

**SCOPE OF WORKS**

*(This shall be suitably prepared & included here)*

- 1.1 The Scope of Works shall be as per the **Letter of Award** to be issued by the Employer during the validity of the Rate Contract and read in conjunction with the provisions of the Bidding Documents.

**Contract Co-ordination Procedure**

*(This shall be suitably prepared & included here)*

**4. PERFORMANCE SECURITY FORM**

*(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.....

LOA/Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on .....(insert date of the Contract)..... between you and M/s ..... (Name of Contractor) ..... read in conjunction with Letter of Award dated ..... issued by you to M/s .....

**(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") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package) .....

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., three percent (3%) of the Contract Price with validity upto and inclusive of ..... (dd/mm/yy).

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 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 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 and upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding 3 Months), 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 Contractor, 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:**

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. 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]:**  
**"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."**

5. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of Bank Guarantee No. .... dated ..... for ....., issued to you on behalf of M/s. ....(insert name of the Contractor) ..... in respect of Contract No. .... dated ..... for ..... (insert name of the Package alongwith the Project name) ..... (hereinafter called original Bank Guarantee).

At the request of M/s..... (insert name of the Contractor) ....., We .....(insert name & address of the issuing bank) ....., a Bank organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the bank)..... do hereby extend our liability under the above-mentioned Guarantee No. .... Dated ..... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original Bank Guarantee No. .... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

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. 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.

**6. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ (*insert Name & Address of the Contractor*) \_\_\_\_\_ who have submitted their bid to .....(*insert name of the Employer*)..... against ..... (*insert name of the package*) ..... is our customer for the past ..... years.

Their financial transaction with our Bank has been satisfactory. They enjoy the following fund based and non-fund-based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

<b>Sl. No.</b>	<b>Type of Facility</b>	<b>Sanctioned Limit as on Date</b>	<b>Utilisation as on Date</b>

This letter is issued at the request of M/s. \_\_\_\_\_.

Signature \_\_\_\_\_

Name of Bank \_\_\_\_\_

Name of Authorised Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

SEAL OF THE BANK

# Volume-II

## **Scope and Technical Specification**

**For**

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

## Contents

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## 1.0 General Information & Scope of Work

- 1.1 The technical specification covers survey using modern survey techniques for route alignment of transmission line, identification of substation sites and preparation of report for the transmission scheme “[Name of TBCB Scheme to be inserted]” comprising the following:

Sl. No.	Name of Transmission Element	Capacity/km
1.	<i>Transmission Lines</i>	
2.	<i>Sub-stations</i>	
3.	<i>Switching-stations</i>	
4.	<i>HVDC links including terminal stations</i>	
5.	<i>HVDC transmission line</i>	

*[Table to be filled with details as applicable and as per gazette notification.]*

The above scheme, to be implemented through Tariff Based Competitive Bidding (TBCB) route, has been allocated by National Committee on Transmission to CTUIL, henceforth referred to as employer, for carrying out survey works. The employer would get the survey works done through an identified agency, henceforth referred to as ‘Contractor’, selected through bidding process.

The scope of work inter-alia shall include the following: -

- a) Route Alignment in KMZ/KML file on Bhuvan (Indian Geo-Platform of ISRO) / Google imagery and Survey of India topographical maps (both in hard & soft copies) to the extent required, inter-alia including:
  - i) Identification of three alternative route alignments & selection of one optimized route alignment in consultation with the Employer i.e CTUIL. The output (both in hard & soft copies) shall be in the form of final route alignment in KML/KMZ file and pdf / digitized topographical map (i.e digitized topo sheets of Survey of India) with latest details/features including but not limited to forest, revenue area, protected area, wildlife infringement, Animal/Bird sanctuary, infringement of endangered species habitats, Great Indian Bustard (GIB) area, civil and defense Airports, all rivers, sea, coal, mineral areas, mining areas, oil pipe line/underground inflammable pipe lines, railway lines, canals, roads, defense setup etc. upto 8 kms on both sides of selected route alignment.

- ii) Walk-over Survey of the route alignment (to be finalized in consultation with the Employer).
  - iii) Preparation of Survey Report including identification and explanation of route constraints like Forest, revenue area, protected area, wildlife infringement, Animal/Bird sanctuary, infringement of endangered species habitats, GIB area, vicinity to civil and defense Airports, major river/sea crossings & coal, mineral mining areas, oil pipe line/underground inflammable pipe lines, railway lines, canals, roads, defense setup etc., infrastructure details available enroute, various clearances required in the final route alignment, possible RoW constraint areas etc.
- b) Preparation of Survey Report incorporating the details as per Annexure-A.
  - c) Initiation of any forest clearance based on survey of final route alignment with the concerned Authorities.
  - d) Estimation of the land area required for the substations considering the present & future scope of the substations specified at Clause 1.1 above including provision of staff quarter. Preparation of Single Line Diagram for assessment of land requirement including identification of three alternative of sites alongwith selection of one optimized site for the substation in consultation with Employer as detailed in Clause 4.0 hereinafter.
  - e) Preparation of alternative site identification Report & selection of one optimized site incorporating the details as per Annexure-A
- 1.2 The quantities indicated in the scope of work are provisional. The final quantities for route alignment & survey (quantities in “kms” unit) shall be the route length along the optimized route alignment. The route alignment shall be carried out by the ‘Contractor’, as per the technical specifications stipulated herein.
- 1.3 The Contractor must note that the Employer shall not be responsible for loss or damage to properties, trees etc. due to contractor’s work during survey. The Contractor shall indemnify the Employer for any loss or damage to properties, trees etc. during the survey work.
- 1.4 The Contractor should note that Employer will not furnish any software or topographical maps prepared by Survey of India, but may assist in obtaining

these by providing letters of recommendations, if required, to concerned authorities. Contractor shall have to use original licensed version of the software (not the beta version). Contractor shall give along with their bid, the confirmation/comments/observation in respect of all clauses of technical specification.

- 1.5 The work shall be carried out by the contractor using modern surveying techniques. The contractor shall indicate in his offer, the detailed description of the procedure to be deployed. The details of the equipment & facilities including softwares for image processing, etc. available with the Contractor or his associates shall also be furnished with the bid.
- 1.6 It shall be the responsibility of the Contractor to obtain required permissions from various authorities/agencies (if required) for carrying out survey work. Employer will facilitate by way of issuing authorization letter to the Contractor.
- 1.7 Any other activity not specifically mentioned in this specification but required for successful completion of the scope of work shall be deemed included in the scope of the Contractor, without any cost implication to the Employer.

## 1.8 **Location Details**

- 1.9 The Contractor may visit the site to acquaint with the terrain etc. For this purpose or for any other clarifications, they may contact the Employer at the following address:

*[ Address to be inserted]*

## 2.0 **Route Alignment of Transmission Line**

- 2.1 Route Alignment shall be done using Bhuvan/ Google imagery and Survey of India topographical maps (scale 1:50,000). In case the required Survey of India maps are available in digitized form, the same shall be procured and used by the contractor. The contractor shall identify & examine three alternative route alignments and suggest to the Employer the optimal route alignment between the terminal points.

## 2.2 **Requirement of Transmission Line Routing**

- 2.2.1 The alignment of the transmission line shall be most economical from the point of view of construction (ie: supply, erection and commissioning) and maintenance.

- 2.2.2 The line routing should avoid large habitations, densely populated areas, scheduled areas, forest/national park/wildlife infringement/GIB/Animal/Bird sanctuary, infringement of endangered species habitat, vicinity to civil and defense Airports, major river/sea crossings & coal/ mineral mining areas, oil pipe line/underground pipe line/land slide prone areas, firing range, coastal regulation zones, inflammable pipe lines etc. to the extent possible. In case it is not possible to avoid the forests or areas having large trees completely, then keeping in view the overall economy, the route should be aligned in such a way that cutting of trees is minimum.
- 2.2.3 Routing of transmission lines shall be done in accordance with CEA (Technical Standards for Construction of Electrical Plants and Electric lines) Regulations 2010 and subsequent amendments, and relevant IS codes.
- 2.2.4 The route should have minimum crossings of Major river, Railway lines, National/State highways, overhead EHV power line and communication lines.
- 2.2.5 The number of angle points shall be kept to a minimum.
- 2.2.6 The distance between the terminal points specified shall be kept shortest possible, consistent with the terrain that is encountered.
- 2.2.7 Creeks, Marshy and low lying areas, river beds and earth slip zones shall be avoided to minimize risk to the foundations.
- 2.2.8 It would be preferable to utilize level ground for the alignment.
- 2.2.9 Crossing of power lines shall be minimum. Alignment will be kept at a suitable distance from power lines to avoid induction problems on the lower voltage lines.
- 2.2.10 Crossing of communication line shall be minimized and it shall be preferably at right angle. Proximity and parallel route with telecom lines shall be avoided to eliminate effect of induction in the telecom lines.
- 2.2.11 Areas subjected to flooding such as Nalah shall be avoided
- 2.2.12 Restricted areas such as civil and military airfield and shooting ranges shall be avoided. Care shall also be taken to avoid aircraft landing approaches.
- 2.2.13 All alignment should be easily accessible both in dry and rainy seasons to enable maintenance throughout the year.

- 2.2.14 Certain areas such as quarry sites, tea, tobacco and saffron fields and rich plantations, gardens & nurseries which would cause problems in acquisition of right of way and construction and maintenance activities, should be avoided.
- 2.2.15 Angle points should be selected such that shifting of the point within 100 m radius shall be possible at the time of construction of the line.
- 2.2.16 The areas requiring special foundations and those prone to flooding should be avoided.
- 2.2.17 For examination of the alternatives & identification of the most appropriate route, besides making use of information/data/details available/extracted through Survey of India Topographical maps, the contractor shall also carryout reconnaissance/ preliminary survey for verification & collection of additional information /data /details.
- 2.2.18 The contractor shall propose no. of pile/special foundations if required, for crossing of major river spans/large waterbodies/creek area and such crossings should be preferably through the narrowest width of the river/waterbody. The contractor shall propose any type of pile or special foundation required during routing of the line.
- 2.2.19 The contractor shall submit his preliminary observations & suggestions along with various information/data /details collected and also processed satellite imagery data, scanned topographical map data marked with the alternative routes etc. The final evaluation of the alternative routes shall be conducted by the contractor in consultation with Employer's representatives and optimal route alignment shall be proposed by the contractor. Site visit and field verification shall be conducted by the contractor for the proposed route alignment.
- 2.2.20 The route of the transmission line shall be recorded using GPS/DGPS of positional accuracy less than 3m. The co-ordinates of all the angle points as well as other important crossings, landmarks etc. shall be recorded using GPS instrument. The details such as legends, project description, direction marker etc shall be with white background.
- 2.2.21 Wind Zone map of NBC-2016 and amendment thereof and if data available, from local metrological department is to be referred for identifying wind zone of the terrain through which the line traverses. Wind zone of every section (between consecutive angle points) of the line is to be indicated in the final

report. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones (indicated in NBC map), higher of the two wind zones shall be considered for such sections.

### **3.0 Tower Scheduling**

The tower schedule shall include details of all the towers of the transmission line.

#### **3.1 The following shall be borne in mind:**

##### **a) Span**

The maximum length of a section shall not exceed 15 spans or 5 Km in plain terrain and 10 spans or 3 km in hilly terrain. Further, in case of line traversing through cyclone prone area i.e areas upto 60 km from coast, the maximum length of a section shall not exceed 10 spans or 3 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. A section point shall comprise of tension point with DB/B type or DC/C type or DD/D type towers as applicable. The normal span shall be considered as 350 m for 220 kV, 400 m for 400 kV lines and 400m for 765 kV lines. Right of Way shall be as per statutory guidelines.

##### **b) Railway Crossings**

All the railway crossings enroute the transmission line shall be identified by the Contractor. The crossings shall be supported on DD/D type towers on either side. The crossing span will be limited to 300 meters. The crossing shall normally be at right angle to the railway track. No crossing shall be located over a booster transformer, traction switching station, traction sub-station, Overlap Section or a track cabin location in an electrified area. Clearance between the overhead line and railway track shall be in accordance with the Regulations for Power Line Crossings of Railway Tracks laid down by the Railway Authorities.

##### **c) Sea/River/canal/lake/Crossings**

Suitable type of suspension/tension tower shall be used for crossings. Navigable or non-navigable river is to be identified. For non-navigable river, clearance shall be reckoned with respect to highest flood level (HFL). HFL and distance of the nearest recorded HFL point from the river crossing to be provided. Span and name of the river to be provided. For lake, reservoir, canal, & large water body crossing, crossing span to be provided alongwith

Full Reservoir Level (FRL) wherever applicable. For line passing/crossing through sea, High tide level (HTL) to be provided.

**d) Power line Crossings**

For power line crossing following points shall also be applicable: -

- i) For power line crossing of 400kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
- ii) For power line crossing of 132kV and 220kV (or 230kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- iii) For power line crossing of 66kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

**e) Telecommunication Line Crossings**

The angle of crossing shall be as near to 90 degree as possible. However, deviation to the extent of 30 degree may be permitted under exceptionally difficult situations.

**f) Crossing of wildlife/ eco sensitive zones**

- i) During the survey work of transmission lines (upto 400 kV level) which are passing through wildlife/ eco sensitive zones, the possibility of stringing the transmission line on available transmission corridor (i.e. vacant circuits) of existing multi circuit transmission lines, if any, traversing through the same wildlife/eco sensitive zone shall be explored by the surveyor and the coordinates of these existing transmission line towers shall be provided in the report. The details of route considering these multi circuit transmission towers for the wildlife/eco sensitive area shall be included as an alternative in the survey report.
- ii) For the transmission lines upto 400 kV level which are passing through wildlife/ eco sensitive zones, the survey work for towers located in such sections shall be done considering Multicircuit (4 circuits) configuration of same voltage level. The top cross arms of these multi-circuit towers shall be used for stringing initially & the balance cross arms shall be made available for stringing of any future transmission line (inter-state or intra-state) passing through the same wildlife/ eco sensitive zone.

### **g) Crossing of Petroleum/Gas lines**

- i) No tower footing/structure of an overhead line of voltage 33 kV or above/HVDC shall be closer than 25 meters from the edge of the Right of Way (ROW) of a Petroleum/National Gas Pipeline.
- ii) Wherever overhead line of voltage 33 kV or above/HVDC shall intend to cross the Right of Way (RoW) of Petroleum/natural Gas Pipeline, the angle of crossing of overhead line with respect to the pipelines shall preferably be right angles, but the crossing angle shall not be less than 75 degrees in any case.

### **3.2 Clearance from Ground, Building, Trees etc.**

Clearance from ground, buildings, trees and telephone lines shall be provided in conformity with the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, as amended.

The contractor shall also intimate the Employer, his assessment about the likely no. of trees required to be cut during execution stage. This assessment shall be done considering prevailing practices/ guidelines, local regulation and other enquiries from local authorities.

### **3.3 Survey Report**

- 3.3.1 Each angle point location with angle of deviation, elevation above MSL shall be shown with detailed sketches showing existing close-by permanent land marks such as specific tree(s), cattle shed, homes, tube wells, temples, electric pole/tower, telephone pole, canal, roads, railway lines etc. The relative distance of land marks from the angle points and their bearings shall be indicated in the sketch. These details shall be included in the survey report in tabular format alongwith sketches.
- 3.3.2 Information w.r.t. infrastructure details available enroute, identification and explanation of route constraints, etc shall also be furnished in the Survey report.
- 3.3.3 All observations which the Contractor thinks would be useful to the construction of the transmission lines mentioned under scope of work are to be reported.
- 3.3.4 Some portions of the line may require clearance from various authorities. The Contractor shall indicate the portion of the line that requires clearance and the name of concerned organizations such as local bodies, municipalities, P&T (name of circle), Inland navigation, Irrigation Department, Electricity Boards

and Zonal railways, Divisional Forest Authorities, Civil & defense airports, sea ports, defense areas etc. from whom the clearance is required.

- 3.3.5 The Transmission Line may encounter snowbound areas and may also pass through elevations of above 1000 m above mean sea level (MSL). Contractor shall provide details of minimum & maximum elevations above mean sea level of the route alignment. The line sections which may be affected in snowbound areas to be indicated in the report.

#### **4.0 Sub Stations**

- 4.1 The contractor shall estimate and verify the requirement of land for the present & future scope of the substations mentioned at clause 1.1, including provision of staff quarters and for this purpose. The contractor shall prepare a Single Line Diagram for the Sub-station in order to assess the requirement of land in consultation with the Employer. The contractor shall identify a minimum of three sites of adequate size for sub-station. The optimum location of sub-station shall be finalized in consultation with the Employer. The Contractor shall estimate the cost of the proposed site keeping in view the area required (including provision of staff quarters) and the prevalent rate/acre for various types of land, which shall also be separately indicated. The details as per Annexure-A shall be furnished for each of the proposed alternative sites of the sub-station. Contractor shall provide details of elevations above mean sea level of the all three alternative sites of the Substation. GPS co-ordinates of the corners of the substation sites shall also be included in the report.

#### **4.2 Selection of Substation site criteria:**

- 4.2.1 Preferably fairly levelled land and nearness to motorable road.
- 4.2.2 Away from vicinity of rivers, sea coast, creeks, marshy lands and area of subsidence.
- 4.2.3 HFL of the nearest river or FRL of the nearest dam/reservoir to be provided and distance from such water body to be indicated.
- 4.2.4 Avoiding forest land, scheduled areas, vicinity to airports, any land belonging to authorities like railways, highways, mining, oil, defense, educational institutions, religious institutions, hospital , etc.
- 4.2.5 Area subjected to flooding and higher water accumulation should be avoided.

- 4.2.6 Indicative level (Altitude above MSL) of the site and nearest motorable road to be indicated.
- 4.2.7 Size of the land for the proposed site shall preferably be rectangular and shall preferably have at least three side open for line corridors.
- 4.2.8 Area with religious structures such as graveyard, temple, mosque etc. should be avoided
- 4.2.9 Approach road to the site shall be suitable for transportation of the heaviest equipment of the sub-station i.e. Transformer, Reactor etc. Requirement of strengthening of bridges/culverts, if required, needs to be indicated in the Report.

## **5.0 Statutory Regulations and Standards**

### **5.1 Statutory Regulations**

The Contractor is required to follow local statutory regulations stipulated in Electricity Act 2003, CEA (Measures relating to Safety and Electricity Supply) Regulations 2010, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, Railway Regulations, Defence /Civil aviation guidelines, MoEF guidelines, Inland Water Authority of India/CWC Regulations etc. as amended from time to time and other applicable local rules and regulations.

## **6.0 Completion Period for Survey using Modern Survey Techniques and preparation of report**

- 6.1 Submission of alternate route alignments for transmission line, finalization of optimized route alignments of Transmission Line in consultation with the Employer, walk over survey of optimized route, identification of three alternatives for sub-station land and selection of one optimized site, submission of draft report, Final report (duly incorporating comments/suggestions of Employer within 7 days, after receiving comments, suggestions) etc. shall be completed within 2 months from the date of LOA. The major milestone activities for the packages shall be as under:

Submission of draft Report to CTUIL	Within 45 Days from date of LOA.
Comments/suggestions by CTUIL on draft report	Within 8 days of submission of draft Report
Submission of Final Report along with all deliverables	Within 7 days (Total completion period of 2 months).

6.2 The Contractor's scope of work shall also include assisting Employer in initiating the process of acquisition of Land (if applicable) and forest clearance (if optimized route is passing through forest land) with concerned authorities.

All the above activities shall be carried out by the contractor till issuance of LoI and signing of all agreements with the Transmission Service Provider (TSP). The report along with all the relevant documents associated with the project shall be handed over to the TSP on as-is-where-is basis, so that TSP may take further action to obtain consents, clearances and permits.

6.3 The Contractor shall be required to attend the meetings/conference with the prospective TSPs or any other agency as intimated by Employer to clarify the issues relating to Survey during the Bidding Process of the transmission scheme.

**7.0 Deliverables:**

**All the deliverables, as mentioned in this clause and Technical Specifications shall be submitted.**

7.1 The Contractor will submit progress report for all the works/ studies/ survey, every fortnight as per the format mutually agreed upon.

7.2 The Contractor will submit three (3) copies of the draft report with requisite plans & drawings in English language. The Contractor is also required to submit geotagged detailing of photographs of each Angle point (AP). The tower schedule shall include details of all the towers alongwith the transmission route.

- 7.3 The Contractor will submit five (05) copies of Final Report (high quality printout) with requisite plans & drawings in English language. The Final Report should be submitted within 7 days after comments of Employer on draft Report. The final report and drawings (both hard copy as well as soft copy) shall also include the GPS coordinates of selected points of the final route as per specifications.
- 7.4 Soft copy shall also be submitted for the Report along with drawings.
- 7.5 All raw data for all the studies/ reports/ surveys shall also be submitted.
- 7.6 All reports shall be submitted in A4 size sheets with font size 12, properly bound and printed using good quality paper & material. Map/sketch shall be provided in appropriate size sheets.
- 7.7 Any other deliverable as per scope of work defined in Technical specifications.

Content of Work for Report

Description
<ol style="list-style-type: none"><li>1. Project Highlight</li><li>2. Brief Background</li><li>3. Scope of Work</li><li>4. Complete project profile of the project giving technical parameters of the Transmission System &amp; equipment.</li><li>5. Metrological data like temperature, humidity, rainfall, type of terrain, max. altitude, snow zone, wind zone, &amp; pressure.</li><li>6. <b>DETAILS RELATED TO TRANSMISSION LINE</b> <p>Survey Report covering the scope of work detailed in the specification with all maps &amp; other enclosures including details of the following enroute the transmission line</p><ol style="list-style-type: none"><li>a) Places of Archaeological importance, river (navigable or non-navigable), lakes, reservoir, canal, large waterbody, streams, Estuary, sea, hills/ mountains, coal, mineral mining areas, shooting ranges/ firing range, coastal regulation zones, oil pipe line/ underground inflammable pipe lines etc.</li><li>b) Places of Historical, Cultural, Religious or Tourist importance</li><li>c) Defense installation/ vicinity to civil and Airports/ Seaports/ shooting ranges/ firing ranges</li><li>d) Railway / Highway Crossings</li><li>e) Power Line / Telecom Line Crossings</li><li>f) Land Availability (if required for acquisition)<ol style="list-style-type: none"><li>i. Extent of land available</li><li>ii. Land use pattern (agricultural, barren, forest etc.)</li><li>iii. Land ownership (Govt. Pvt., tribal, non-tribal etc.)</li></ol></li><li>g) Environmental and social aspect<ol style="list-style-type: none"><li>i. Forest Involvement (revenue, protected etc.) / Clearance</li><li>ii. Social Issue / R&amp;R Measure</li><li>iii. wildlife infringement</li></ol></li></ol></li></ol>

<b>Description</b>
<ul style="list-style-type: none"><li>iv. Animal/Bird sanctuary</li><li>v. infringement of endangered species habitat</li><li>vi. national park</li><li>vii. GIB area (Priority/Potential area)</li></ul> <ul style="list-style-type: none"><li>h) Creeks, Marshy and low-lying areas</li><li>i) No. of pile/special foundations</li><li>j) Angle point location with angle of deviation, GPS coordinates, section length, cumulative length, crossing details, elevation above MSL, wind zone, snow zone</li><li>k) Circle rate of land, cost of Crop &amp; Tree compensation</li><li>l) Pollution level, section wise as per available pollution map</li><li>m) Any other details relevant to the route.</li></ul>

## 7. Information Required for Substation Sites

Sl. No.	Criterion	Site-I	Site-II	Site-III	Remarks
1.0	Land Co-ordinates				
a)	Corner 1				
b)	Corner 2				
c)	Corner 3				
d)	Corner 4				
e)	-----				
1.1	Size (Acre) (Mtr x Mtr)				
1.2	Govt. /Private/Forest land				
1.3	Agriculture/Waste land				
1.4	Development				
1.5	Approximate cost				
	a. Circle rate per acre				
	b. Market rate per acre				
	c. Approx. cost of the land				
1.6	Type of soil				
1.7	No. of Owners				
1.8	Environment/Pollution in the vicinity				
1.9	Location with reference to nearest town				
1.10	H.F.L. Data				
1.11	Diversion of Nallah/Canal required				
1.12	Slope				

Sl. No.	Criterion	Site-I	Site-II	Site-III	Remarks
1.13	Approximate Extent of leveling required (in meter)				
1.14	Land acquisition feasibility				
1.15	Rate of Govt. Land				
1.16	No. of Owners				
1.17	Extent of approach				
1.18	Planned/ unplanned development				
1.19	Size of sites (m x m)				
1.20	No. of families to be displaced				
1.21	Level of site with reference to road level				
	a. Level of road				
	b. Level of site				
1.22	Distance from sea shore				
1.23	Approach				
2.0	Obstacles in reaching site				
2.1	Nearby main road				
2.2	Length of approach road to be constructed				
2.3	Name of nearest airport				
2.4	Name of nearest Rail head				
2.5	Availability of ground water				
2.6	Availability of transmission corridor (Three / four sides)				
2.7	Existence of structures/ dwelling units in the land of the proposed				

Sl. No.	Criterion	Site-I	Site-II	Site-III	Remarks
	site				
2.8	Availability of disposal of rain/storm water				
2.9	Crops grown and types (Multi-crop/single crop)				
2.10	Distance from main road				
2.11	Nearest railway station (BG/MG)				
2.12	Unloading facility at railway station				
2.13	No. of Culverts required for approach				
2.14	Nearest EHV line				
2.15	Length of line between this site & nearest substation for construction power at 33/11kV				
2.16	Frontage for line take off				
2.17	Telephone/Telegraph line				
3.0	Community Facilities				
3.1	Drinking Water				
3.2	Drainage				
3.3	Distance from a. Post Office b. Telephone c. School d. Market				
3.4	Security				
3.5	Availability of construction water				
3.6	Availability of drinking water				

<b>Sl. No.</b>	<b>Criterion</b>	<b>Site-I</b>	<b>Site-II</b>	<b>Site-III</b>	<b>Remarks</b>
4.0	Seismic zones				
5.0	Others				
6.0	Recommended Site				

# Volume-III

**TECHNICAL BID FORM**  
**(To be Submitted in First Envelope Bid)**

To:  
The Chief General Manger,  
Central Transmission Utility of India Ltd ,  
“Saudamini”, Plot No. 2, Sec-29,  
Gurugram (Haryana)-122 001

Dear Sir,

1. We hereby submit our proposal for **Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations** as per the following:
  1. Power of Attorney as ITB Clause 8.2(a) (**Attachment-1**)
  2. Bidder’s Eligibility and Qualifications as per **Attachment-2(QR)**.
  3. Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order and MoP Order as per **Attachment-3**.
  4. Certification by the Bidder as per DoE Order in line with ITB Clause 2.1 as per **Attachment-4**.
  5. Declaration of Key Managerial Person jointly with Power of Attorney holder as per **Attachment-5**.
  6. Bid Securing Declaration to be submitted by the Bidder as per **Attachment-6**.
  7. Undertaking regarding submission of original/Hard copy part of the bid as per **Attachment-7**.
  8. Organizational set up of the Company/Institute as per **Attachment-8**.
  9. Project Team proposed to be deployed (on permanent basis with the company) by name & experience as per **Attachment-9**.
  10. Details of equipment/instruments to be deployed for carrying out the scope of work as per **Attachment-10**.
  11. Details of ongoing assignments as per **Attachment-11**.
2. We have understood the instruction and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications/ scope of work laid down by you and are fully aware of nature of consultancy services required.

3. We declare that the quoted unit price (excluding GST) in second envelope is firm and shall remain valid for the entire period of the assignment. We further declare that only the above quoted fee (excluding GST) is payable to us under this consultancy assignment.
4. We hereby confirm that if any GST, Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
5. We declare that the services will be rendered strictly in accordance with the Technical specifications of Volume-II of Bidding Document. We confirm our acceptance/compliance to the `Time Schedule` and `Terms of payment` clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for Three (3)% of the total Contract Price in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
6. We understand that the Employer will award the contract to the Contractor in line with provision stipulated at ITB Clause 27.0, Volume-I of Bidding Documents.
7. We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
8. In terms of Clause 8.2 of Instructions to Bidders (ITB), we are enclosing herewith Power of Attorney in the name of the person who has signed this offer on behalf of the firm.

Further, it is to confirm that our offer shall remain valid for acceptance for a period of 120 days from date of Submission of bids.

The following details are also submitted along with the offer:

- (i) Approach and Technical Method
- (ii) Monitoring equipment, if any.
- (iii) Level and effort of key and other personnel
- (iv) Any other relevant information.

Note: Details not provided as per format shall be considered as non-responsive and shall not be considered for bid evaluation.

Date:

Signature

Place:

Name

Designation

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**(Qualifying Requirement Data)**

Bidder's Name and Address:

To: Central Transmission Utility of India Ltd.  
"Saudamini", Plot No.2, Sector-29,  
Gurgaon, Haryana - 122 001

Dear Sir,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A(QR) of Volume-I & additional information required as per ITB clause 8.2(b) of the Bidding Documents, we furnish herewith our QR data/details/documents etc., alongwith other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR shall prevail).

\* We have submitted bid as individual firm.

We are furnishing the following details/document in support of Qualifying Requirement for the subject package.

A. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) 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).

B. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.

## 1.0 GENERAL INFORMATION

Bidder is required to provide general information as per the following format.

Sl. No.	Particulars	For individual firm
1.	Name of the Firm	
2.	Head Office/ Registered Office Address	
3.	Contact Number	
4.	Fax	
5.	Contact Person	
6.	Place of Incorporation/ Registration	
7.	Year of Incorporation/ Registration	
8.	Nationality of	
	Owner (i)	
	Owner (ii)	
	Owner (iii)	

[Necessary documents to establish legal status of the bidder should be enclosed with the bid].

## 2.0 TECHNICAL REQUIREMENTS

### 2.1 Technical Experience

The qualification of bidder will be based on meeting the minimum criteria specified below regarding bidder's technical experience:

*The bidder should have successfully completed, as a prime contractor, the work of route alignment using remote sensing techniques (satellite imageries), digitization of profile and optimization of minimum 500 km transmission line of 220kV or above in maximum 5 no. of projects during the previous five (5) financial years. Out of 500 km, survey of 250 km of transmission line must be for 400 kV or above.*

2.1.1 Using the following format, each Bidder is requested to list the contracts of a nature similar to the proposed contract for which the Bidder wishes to qualify, undertaken during the last Five (05) financial years. The information is to be summarized for each such contract separately.

(The bidder shall attach documentary evidence, such as copies of utility certificates in support of its general experience as listed in the following proforma for each experience/ Contract just below it)

a.	Whether Bidder has successfully completed the work as Prime Contractor	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Name the Contract wherein Bidder has carried out the work of route alignment using remote sensing techniques (satellite imageries), digitization of profile and optimization of minimum 500 km transmission line of 220kV or above in maximum 5 no. of projects during the previous five (5) financial years. Out of 500 km, survey of 250 km of transmission line must be for 400 kV or above.	
1.	Contract Name	.....
Voltage Level	.....	
Contract Reference No	.....	
Date of Award	.....	
Date of Completion	.....	
Length of Transmission Line (in kms)	.....	
Name and Address of the Employer/Utility for whom the Contract was executed by the firm	.....	
E-mail ID	.....	
Contact No.	.....	
Fax No.	.....	
2.	Contract Name	.....
Voltage Level	.....	
Contract Reference No	.....	
Date of Award	.....	
Date of Completion	.....	
Length of Transmission Line (in kms)	.....	
Name and Address of the Employer/Utility for whom the Contract was executed by the firm	.....	
E-mail ID	.....	
Contact No.	.....	
Fax No.	.....	
3.	Contract Name	.....
Voltage Level	.....	
Contract Reference No	.....	
Date of Award	.....	
Date of Completion	.....	
Length of Transmission Line (in kms)	.....	
Name and Address of the Employer/Utility for whom	.....	

	the Contract was executed by the firm	
	E-mail ID Contact No. Fax No.	..... ..... .....
4.	Contract Name	.....
	Voltage Level	.....
	Contract Reference No	.....
	Date of Award	.....
	Date of Completion	.....
	Length of Transmission Line (in kms)	.....
	Name and Address of the Employer/Utility for whom the Contract was executed by the firm	.....
	E-mail ID Contact No. Fax No.	..... ..... .....
5.	Contract Name	.....
	Voltage Level	.....
	Contract Reference No	.....
	Date of Award	.....
	Date of Completion	.....
	Length of Transmission Line (in kms)	.....
	Name and Address of the Employer/Utility for whom the Contract was executed by the firm	.....
	E-mail ID Contact No. Fax No.	..... ..... .....
c.	Details of documents furnished in the Bid, in support of the aforesaid data/details/information	

The bidder shall submit documents in support of meeting the technical experience mentioned at para 2.1 above in the form of LOA/ Work order & completion certificate/ payment certificate or any other document evidencing the same

2.2 Applicant should have key surveying equipments like total station, GPS, digital theodolite, auto levels and appropriate software for generating drawing and reports.

2.2.1 The bidder shall submit self-certification in support of para 2.2 above.

2.3 *Availability of key personnel, their qualifications and experience:*

*The firm should have at least two persons with qualification of Diploma in Surveying/ Survey Engineering/ equivalent or above with experience of Transmission Line surveying work*

2.3.1 In line with the requirement at 2.3 above, the Bidder must provide the relevant information, alongwith documentary evidence, as per the following:

Sl. No.	Name of the Person	Qualification of the Person	Documentary Evidence Attached as
1.			
2.			

The bidder shall submit self-attested Organization chart showing details of personnel as mentioned at Para 2.3 along with self-attested copies of Qualification & experience certificates.

**3.0 Financial Position:**

*(a) Net worth for last 3 financial years should be positive.*

3.1 In line with the requirement at 3.0 above, the Bidder must provide the relevant information, alongwith documentary evidence, as per the following:

Sl. No.	Financial Year	Networth (in Rs. Lakh)	Details of Documentary evidence submitted in support of Qualification data
1.	2020-21		
2.	2019-20		
3.	2018-19		

4.0 The bidder shall also furnish following documents/details with its bid. {refer ITB Clause 8.2(c)}

4.1 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.

<i>Years preceding to the bid Submission</i>	<i>Audited Balance Sheet and Income Statements enclosed</i>	
<i>1<sup>st</sup> Year (2020-21)</i>	<input type="radio"/> <i>Yes</i>	<input type="radio"/> <i>No</i>
<i>2<sup>nd</sup> Year (2019-20)</i>	<input type="radio"/> <i>Yes</i>	<input type="radio"/> <i>No</i>
<i>3<sup>rd</sup> Year (2018-19)</i>	<input type="radio"/> <i>Yes</i>	<input type="radio"/> <i>No</i>

**Kindly Tick on Yes if you have enclosed the Audited Balance Sheet.**

Note I. In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [ (i) Statutory Auditor of the bidder/(ii) Company Secretary of the bidder or (iii) A certified Public Accountant certifying that such information/ documents are based on the audited accounts as the case may be.

Note II. Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note-I above certifying that these information/documents are based on the audited accounts, as the case may be.

Date:.....

(Signature) .....

Place:.....

(Printed Name) .....

(Designation) .....

(Common Seal) .....

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.**

Date: .....

I \_\_\_\_\_ S/o, \_\_\_\_\_ D/o, \_\_\_\_\_ W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 16/09/2020 (hereinafter PPP-MII order),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020, 17/09/2020 and 16/11/2021 issued by Ministry of Power (hereinafter MoP order)

and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/CTUIL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations.**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for **Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations** is ..... percent (%).

That the goods/services/works supplied by me for **Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations** meet the 'Local Content' requirement as defined in the PPP-MII order and MoP order for 'Class -I local supplier'.

That the value addition for the purpose of meeting the 'Local Content' has been made by me at ..... *(Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/CTUIL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, MoP order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for '**Class -I local supplier**'
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

**Attachment-3**

For and on behalf of..... (Name of firm/entity)  
Authorized signatory (To be duly authorized by the Board of Directors)  
<Insert Name, Designation and Contact No.>

Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations

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

Bidder's Name and Address:

To:

Name:.....

Central Transmission Utility of India Limited,

Address:.....

"Saudamini", Plot No: 2, Sector-29

.....

Gurgaon (Haryana)

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "DoE Order"] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

We certify that we, the bidder is not from such a country or, if from such a country, has been registered as per provisions of the Bidding Documents with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

**Attachment-4**

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Bidding Documents.

Date:

Printed Name:

Place:

Designation:

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**(Declaration of Key Managerial Person (KMP) and Power of Attorney holder)**

Bidder's Name and Address:

To: Central Transmission Utility of India Ltd.  
"Saudamini", Plot No.2, Sector-29,  
Gurgaon, Haryana - 122 001

Dear Sir,

1. We confirm that the declarations made in our proposal, inter-alia including **Attachment-2(QR) (Credentials towards Technical and Financial Evaluation Criteria)** regarding eligibility/qualification data and documents submitted in our proposal in support of the declarations, are true and correct to the best of our knowledge.
2. We further confirm that we have filled up Attachment-2(QR). We also confirm that in support of meeting the Technical and Financial Evaluation Criteria as per Documents, we have enclosed self-certified copy of documentary evidence in support of the experience requirement.
3. We shall furnish clarification to proposal, if any sought by Employer pursuant to Section-II clause 20.1, Vol-I of Bidding Document. We understand that if we fail to rectify/furnish the requested documents if any, within 02 working days' notice, our proposal is liable to be rejected.
4. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Document.
5. Notwithstanding above, we also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer's tenders in future as considered appropriate by Employer and our Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date:.....

Place:.....

(Signature of Power of Attorney holder).....

(Printed Name).....

(Designation).....

(Common Seal).....

(Signature of Key Managerial Person).....

(Printed Name).....

(Designation).....

(Common Seal).....

*Note: Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.*

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**Bid-Securing Declaration**

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

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

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

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

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

- (1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
- (2) In case we do not withdraw the deviations proposed by us, if any; or
- (3) If we do not accept the corrections to arithmetical errors identified during evaluation of our bid; or
- (4) In the event of us being a successful Bidder, if we fail within the specified time limit
  - (i) To sign the Contract Agreement, in accordance with 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 for in ITB.

Name of the Bidder \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**(Undertaking regarding submission of original/Hard copy part of the bid)**

**Bidder's Name and Address :**

**To:**

Central Transmission  
Utility of India Ltd

**Name :**

**Address :**

"Saudamini", Plot No. 2, Sector 29

Gurgaon (Haryana) - 122001

Dear Sir,

1.0 We have read the provisions of the bidding documents regarding submission of original/Hard copy part of the bid in the wake of prevailing situations on account of COVID-19. Accordingly, as per ITB Clause 8 of the Bidding Documents, we hereby confirm the following:

- (i) We have uploaded the scanned copy of the requisite documents in accordance with the bidding provisions alongwith the soft part of the bid.
- (ii) We shall furnish all the original/Hard copy part of the bid in physical form on receipt of request from the Employer. Further, there shall be no contradictions/inconsistencies between the documents submitted in physical form and the scanned version submitted alongwith the soft part of the bid except for requirement like execution on Stamp paper/attestation/notarization as per provisions of the bidding documents.

2.0 We also accept that in case of our failure of submission of documents in original/hard part, the same shall be considered as withdrawal of bids and Employer has the right to take punitive measures against us as deemed fit.

**Date :**

**Place :**

**Printed  
Name :  
Designation  
:**

*[Note: The Bidder shall submit the undertaking on the company's letterhead].*

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**Bidder's Organization**

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[Provide here a brief description of the background and organization of your firm/entity also attach relevant documents]

Date:

Signature

Place:

Name

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

TEAM TO BE DEPLOYED (ON PERMANENT ROLL OF THE COMPANY)

S. No.	Name of the Person	Qualification	Experience		Job assigned in the team	Remarks
			No. of years	Area		

Date:

Signature

Place:

Name

Designation

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**Detail of equipment/instruments to be used to work**

Bidder`s Name & Address

To:

The Chief General Manger,  
Central Transmission Utility of India Ltd ,  
"Saudamini", Plot No. 2, Sec-29,  
Gurugram (Haryana)-122 001

Dear Sir,

We hereby declare that following equipment/instruments shall be used to carry out the scope of services as contained in the Technical specification and Bid Documents for *Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations* as outlined in your tender documents. We also furnish the area wise deployment as well as the source of such equipment/instruments required to carry out this work.

Further, we confirm that the cost for purchase/installation or any other related cost for the equipment shall be entirely borne by us and is included in our lump sum consultancy fee. CTUIL shall not have any liability in this regard.

S. No.	Name and Purpose of Equipment/ Instrument	Source of availability of Equipment/ Instrument	Remarks
--------	---	---	---------

Date:

Signature

Place:

Name

Designation

**Empanelment of Survey Agency on Rate Contract Basis for survey work using Modern Survey Techniques for route alignment of transmission line, identification of substation sites and preparation of report for transmission scheme allocated by National Committee on Transmission (NCT) which shall be used in selection of developer as Transmission Service Provider through Tariff Based Competitive Bidding process or any other survey work of transmission lines/ Sub-Stations**

**Details of ongoing assignments**

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[Provide here a brief description of the details of ongoing assignments]

Date:

Signature

Place:

Name

Designation