**ONGC TRIPURA POWER COMPANY LIMITED**

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# INSTRUCTIONS TO BIDDERS (ITB)

**FOR**

**HIRING OF VEHICLES**

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**AT**

**2 x 363.3 MW**

**GAS BASED COMBINED CYCLE POWER PLANT**

**PALATANA, UDAIPUR, TRIPURA**

(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

## INSTRUCTIONS TO BIDDERS

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The Bidding Document (as defined in this ITB) is issued to

M/s_____

_____

_____

_____

NOTES:

1. The Bidding Document is not transferable.

2. Though adequate care has been taken while preparing the Bidding Document, the Bidder shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately at the address mentioned below. If no intimation is received from a prospective Bidder within 7 (Seven) days from the date of issue of the Bidding Document, it shall be considered that the Bidding Document is complete in all respects.

3. ONGC Tripura Power Company Limited (OTPC) reserves the right to modify, amend or supplement the Bidding Document.

4. While the Bidding Document has been prepared in good faith, neither OTPC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information provided under the Bidding Document, and shall incur no liability under any law, statute, rule or regulations as to the accuracy, reliability or completeness of the Bidding Document, even if any loss or damage is caused by any act or omission on their part.

**Authorized Person**

Name: Mr. Neeraj Narwal/ Mr. Karan Bakshi

Designation: Head - Corporate C&M/ Head (Engg)

Address: ONGC Tripura Power Company Limited,
10th Floor, Core-4 and Central,
Scope Minar, Laxmi Nagar,
New Delhi-110092
Ph: +91-11-22404700

E-mail: Send e-mails **both** to neeraj.narwal@otpcindia.in
karan.bakshi@otpcindia.in

Place: New Delhi

Date: [_____]

**SECTION – I**
**PART – A**
**INSTRUCTIONS TO BIDDERS (ITB)**

1.0 **INTRODUCTION**

1.1. ONGC Tripura Power Company Limited (hereinafter referred as "**OTPC**" or "**Company**" or "Owner"), a joint venture company of Oil and Natural Gas Corporation Limited ("ONGC"), GAIL (India) Limited ("GAIL"), India Infrastructure Fund - II ("IIF-II") and Government of Tripura, is a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at ONGC Tripura Power Company Limited, Udaipur-Kakraban Road, Palatana P.O., District Gomati, Tripura – 799116 (India), and one of its office 10th Floor, Core-4 and Central, Scope Minar, Laxmi Nagar New Delhi - 110092 (India). OTPC is operating a 2 x 363.3 MW gas based combined cycle power plant at Palatana, which is located about 60 (sixty) km from the capital city of Agartala in the State of Tripura. The Plant is located about 9 (nine) km from nearest town Udaipur.

2.0 **DEFINITIONS**

Capitalized terms used in this ITB which have not been otherwise defined shall have the meaning specified in this clause 2.0.

**"Affiliate"** means, with respect to a Bidder, any entity which directly or indirectly:

(a) owns or Controls such Bidder;
(b) is owned or Controlled by such Bidder; or
(c) is under common ownership or Control with such Bidder;

**"Acceptable Bank"** means and includes a bank listed in Annexure-1 of this ITB;

**"Applicable Law"** means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, permits, approvals, consents, licenses, instructions, directive and standards of any court, arbitrator, commission, government agency or authority, having the force of law.

**"Bid"** means and includes the Unpriced Techno-Commercial Bid, the Price Bid, all the Forms and any document submitted by the Bidder in its bid proposal, in response to this ITB, in accordance with the terms and conditions of the Bidding Document;

**"Bidder"** means a company submitting the Bid. Any reference to the Bidder includes its successors and permitted assigns, as the context may require;

**"Bidding Document"** shall have the meaning ascribed to it in clause 8.1 of this ITB;

**"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

**"Collusive Practice"** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

**"Company" or "Owner" or "OTPC"** shall have the meaning ascribed to it under clause 1.1 of this ITB;

**"Contract"** means and includes the Vehicle Hiring Services Contract as defined under clause 32.1.1 of this ITB, which is to be entered into between the Owner and Successful Bidder pursuant to the issuance of the Letter of Award;

**"Contract Performance Bank Guarantee"** means the unconditional and irrevocable bank guarantee to be submitted by the Successful Bidder in terms of clause 32.0 of this ITB, as per the forms prescribed in the Contract;

**"Contract Price"** means the lump-sum price for providing the Vehicle Hiring Services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura pursuant to the Contract, as mentioned by any Bidder in its Bid under the heading Price Bid;

**"Control"** means (and related terms shall refer accordingly to), with respect to any person, (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors of such person; or (ii) the possession, directly or indirectly, of a voting interest of more than 50% (fifty percent); or (iii) the power to veto decisions of such person, whether through ownership of voting securities, by contract, or otherwise;

**"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the Letter of Award or has dealt with matters concerning the Contracts or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a person connected with the Bid process); or (ii) engaging in any manner whatsoever, whether during the Bid process or after the issuance of the Letter of Award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Letter of Award or the Contract, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Contract;

**"Forms"** means the forms stipulated in Part-C of the Bidding Document, which are to be submitted by a prospective Bidder as part of its Bid;

**"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**"ITB"** means this Instruction to Bidders;

**"Letter of Award"** or **"LOA"** shall have the meaning ascribed to it under clause 31.1 of this ITB;

**"NIB"** shall have the meaning ascribed to it under clause 8.1 of this ITB;

**"Obstructive Practice"** means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's 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 (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under Bidding Document;

**"Price Bid"** shall have the meaning ascribed to it under clause 17.3 of this ITB;

**"Plant"** means the the 2 x 363.3 MW gas based combined cycle power plant set up by the Owner at Palatana, which is about 60 (sixty) km from the capital city of Agartala in the State of Tripura;

"**Site**" means the land over which the Vehicle Hiring Services is to be provided;

**"Successful Bidder"** means the Bidder selected pursuant to bidding process as per the Bidding Document to execute the Vehicle Hiring Services within specified period of time in terms of the Contract;

**"Technical Specifications"** shall have the meaning ascribed to it under clause 8.1 of this ITB;

**"Unpriced Techno-Commercial Bid"** shall have the meaning ascribed to it under clause 17.2 of this ITB.

## 3.0 PROJECT DESCRIPTION

3.1 OTPC has set up 2 x 363.3 MW gas based combined cycle power plant at Palatana.

3.2 OTPC intends to hire an experienced Tour and Travel Agencies/ Firms/Companies/Proprietor for providing vehicles not older than thirty-six months from the date of registration and should not have run more than 30,000 Kms, with well-maintained interiors & valid statutory permits/licenses for a one-year contract period from the date of award (period of Hiring Services may be extended by another twelve (12) months based on performance to be evaluated at the end of the first twelve (12) month period) along with professional drivers having valid commercial license at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

4.0 **PLANT LOCATION**

4.1 The Plant is located at Palatana in Gomati district on Udaipur-Kakraban road. Udaipur, district headquarter, and one of the largest town of Tripura, is about 7 (Seven) km from Plant. Nearest airport is in Agartala which is about 60 (sixty) km from Plant.

5.0 **SCOPE OF SERVICES**

5.1 The scope of Services to be performed under the Bidding Document shall be to provide vehicles not older than thirty-six months from the date of registration and should not have run more than 30,000 Kms, with well-maintained interiors & valid statutory permits/licenses for a one-year contract period from the date of award (period of Hiring Services may be extended by another twelve (12) months based on performance to be evaluated at the end of the first twelve (12) month period) along with professional drivers having valid commercial license at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura shall include but not be limited to:

5.1.1 Providing following vehicles on hire on monthly basis at OTPC Palatana;

| Sl | Make and Model of Vehicles | Fuel | Quantity (No.) |
|---|---|---|---|
| 1. | Scorpio - S9 2179CC and above and above with 8 seater arrangement with back door opening- *for 24 hours running/day (Mileage = 12KMPL)* | Diesel-AC | 1 |
| 2. | Bolero - EX BS – VI (non AC), with 8 seater arrangement with back door opening- *for 24 hours running/day (Mileage = 13KMPL)* | Diesel, Non-AC | 2 |

5.1.2 Providing professional drivers having valid commercial licenses along with all the vehicles;

5.2 Scope of Services shall also include all associated services and works required for providing vehicles on hire basis at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

5.3 For detail of the scope of Work please refer to the following parts of the Bidding Document: Part-B Vehicle Hiring Services Contract including Technical Specification for providing vehicles on hire basis at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura

6.0 **INFORMATION AND INSTRUCTIONS TO BIDDERS**

6.1 Following bidders, meeting the qualification requirement mentioned in clause no. 5.0 of the NIB, are eligible for participation in the bidding process.

6.1.1 Companies incorporated in India under the Indian Companies Act, 1956; or

6.1.2 Companies incorporated outside India.

6.1.3 Proprietorship / Partnership Firm.

6.2 Consortiums are not allowed to Bid, i.e. potential Bidders shall not be entitled to form consortiums and Bid.

6.3 The Bidding Document has to be purchased in the name of the Bidder.

6.4 Prospective Bidders interested to participate in the bidding process are required to submit their Bid in terms of the Bidding Document.

6.5 The Bidder must meet the qualification requirements as specified under clause 5.0 of the NIB itself.

6.6 The Owner reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirements and request the Bidder to submit any additional information/documents. The Owner reserves the right, at its sole discretion, to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

6.7 The Bidders will be required to continue to maintain compliance with the qualification requirements throughout the Bid process and till the signing of the Contracts. If the Bidder fails to comply with the aforesaid provisions, then its Bid shall be rejected.

6.8 The Bidder shall disclose in the prescribed form (Form-P), if any of its directors have any relatives working with the Owner. For the purposes of this disclosure the word "relative" shall have the meaning prescribed to it under Indian Companies Act, 1956 read along with applicable rule.

6.9 Bidder participating in this Bid process shall not have a conflict of interest. If a Bidder is found to have a conflict of interest, then its Bid may be liable for rejection. A Bidder shall be considered to have a conflict of interest in this Bid process if:

6.9.1 If Bidder submits more than one Bid, either individually or as a joint venture partner in another bid or any of its Affiliates separately participate directly or indirectly in the Bid process; or

6.9.2 If Bidder has relatives working with the Owner as disclosed pursuant to Form-P and such a conflict has not been resolved in a manner acceptable to the Owner.

6.9.3 Ministry of Finance, Government of India has issued order dated 23 July, 2020 for qualification of a bidder from a country which shares a land border with India **("GFR Order")**. As per the GFR Order, any Bidder from a country which shares a land border with India (as defined in the GFR Order) will be eligible to Bid in this tender only if the Bidder is registered with the Competent Authority as specified in the GFR Order. The GFR Order shall apply *mutatis mutandis* to this Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the prescribed form as provided under Annex III of the GFR Order. The Owner shall be entitled to disqualify a Bidder and cancel a bid in accordance with the provisions of GFR Order at any stage of the Bidding Process.

7.0 **COST OF BIDDING**

7.1 All the costs and expenses incidental to preparation of the Bid, discussions and conferences, if any, including pre-bid conference, pre-award discussions with the Bidders, technical and other presentations including any demonstrations, etc. shall be to the account of the Bidders and OTPC shall bear no liability whatsoever on such costs and expenses regardless of the conduct or outcome of the Bid process.

8.0 **CONTENT OF BIDDING DOCUMENT**

8.1 The following 3 (three) parts shall collectively constitute the "**Bidding Document**":

Part-A: - NIB and this ITB;

Part-B: - Contract for Vehicle Hiring Services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

(The technical specifications as provided in Annexure-2 to Part-B shall hereinafter collectively be referred to as "**Technical Specifications**");

Part-C: - Bid Forms and Schedule of Prices including Unit Prices

8.2 The Bidder is expected to examine all instructions, Forms, terms, specifications and other information in the Bidding Document. If the Bidder fails to furnish all information required in the Bidding Document or submits a Bid, which in the sole discretion of the Company is not responsive to the Bidding Document then such Bid may be liable for rejection.

8.3 The Bidder shall ensure that the contents of the Bidding Document shall be kept confidential and shall be used only for the purpose of making the Bid.

9.0 **CLARIFICATION OF BIDDING DOCUMENT**

9.1 A prospective Bidder requiring any clarification to the Bidding Document may notify the Owner in writing as per format Form-E and uploading it under the 'Clarifications' tab on the CPP Portal prior to the time specified under the NIB.

9.2 Any clarification issued by the Owner, pursuant to the queries raised by the Bidders shall be notified to the Bidders by uploading such clarifications on the CPP Portal and/or its website (www.otpcindia.in) for information of all concerned Bidders. The Bidders must check the CPP Portal and the website of the Owner to see if any clarifications have been uploaded on it.

10.0 **ADDRESS FOR COMMUNICATION**

Any correspondence regarding the Bid shall be sent at the following addressed:

Head - Corporate C&M / Head (Engg.)
ONGC Tripura Power Company Limited
10th Floor, Core-4 and Central,
Scope Minar, Laxmi Nagar, New Delhi-110092
Ph: +91-11-22404700

Any correspondence regarding the Bid shall be addressed to the following e-mail ids:

(i) neeraj.narwal@otpcindia.in
(ii) karan.bakshi@otpcindia.in

11.0 **BIDDER TO INFORM ITSELF FULLY**

11.1 **Local Conditions**

11.1.1 It is imperative for each Bidder to fully inform itself of all local conditions, factors and Applicable Law that may have any effect on the performance of the services covered under the Bidding Document. The Owner shall not entertain any request for clarification from the Bidder regarding such conditions, factors and Applicable Law.

11.1.2 It is understood and agreed by Bidders that such conditions, factors and Applicable Law will have to be properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the services within the provided timeframe. The Owner shall assume no responsibility for any understandings or representations concerning conditions, factors and Applicable Law made by any of its officers or agents prior to issuance of Letter of Award. No claim whatsoever in this regard, including those for financial adjustment to the Contract will be considered by the Owner. The Owner shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution/performance of the Contract.

11.2 **Site Condition**

11.2.1 The Bidder is advised to visit and examine, at its own expense the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contracts.

11.2.2 The Bidder including its personnel or agents shall be granted permission by OTPC to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents shall release and indemnify OTPC and its personnel and agents from and against all liability in respect thereof and Bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, damage costs and expenses incurred as a result of such inspection.

11.3 The Bidder shall be deemed prior to submitting its Bid to have:

11.3.1 made itself fully conversant with the Contract for Vehicle Hiring Service , Technical Specifications, other Bidding Documents and other relevant information and satisfied themselves as to the nature and character of the services to be provided;

11.3.2 satisfied itself as to the means of communication with and access to and through the Site and transportation route, the accommodation it may require and the precautions and the times and methods of working;

11.3.3 satisfied itself as to the nature of the services and materials necessary for the provision of services;

11.3.4 obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract Price and its obligations under the Contract;

11.3.5 ascertained the general labour position at the Site and in transportation route. In particular, but without prejudice to the generality of the foregoing, the Contract Price shall include all costs of labour including any shift or overtime working, incentives, allowances and the like and for all costs associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the execution and completion of the obligations under the Contract.

12.0 **LOCAL EMPLOYMENT**

12.1 The Bidder shall employ local people under the unskilled workmen category.

13.0 **CHANGE IN SHAREHOLDING/CONTROL**

13.1 No change in the Control of the Bidder shall be permitted from the date of submission of the Bid till the date of execution of the Contract. If a change in Control of the Bidder occurs during such period, then the Bidder's Bid may be liable for rejection. After execution of the Contracts, no change in Control of the Bidder shall be permitted without the prior approval of the Owner.

14.0 **GENERAL**

14.1 Any information provided in the Bidding Document or obtained from OTPC shall not in any way relieve the Contractor from its responsibility to perform/provide the services in accordance with the Technical Specifications including any service which may not have been specifically mentioned in the Technical Specifications or drawings, but is otherwise necessary to ensure safe and timely Completion of Services.

15.0 **AMENDMENT/ADDEDNDUM OF BIDDING DOCUMENT**

15.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify, amend or supplement the Bidding Document by issuing an amendment/addendum.

15.2 The amendment/addendum will be part of the Bidding Document. All such amendment/addendum will be notified through the CPP Portal to all prospective Bidders and such amendment/addendum will be binding on them and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid. The Bidders must check the CPP Portal to see if any amendment/addendum to the Bidding Document have been uploaded on it.

15.3 All such amendment/addendum will also be uploaded on the CPP Portal and/or website of the Owner (www.otpcindia.in) for information of all concerned Bidders. The Bidders must check the Owner's website to see if any amendment/addendum has been uploaded on it.

15.4 The Owner may, at its discretion, extend the deadline for the submission of Bids. Such extension shall be notified through the CPP Portal and/or uploaded on the website of the Owner (www.otpcindia.in).

16.0 **CONCESSION/EXEMPTIONS PERMISSIBLE UNDER LAW/STATUTES**

16.1 While preparing the Bid, Bidder will consider all concessions/exemptions permissible under Applicable Law including the benefit under the central Goods and Services Tax, Act 2017.

The Bidder shall provide a detailed break up of all the taxes considered by it as per the prevailing rate while preparing the Bid as per the Schedule of Prices. It will be responsibility of Successful Bidder to take all necessary steps in order to avail all concessions/exemptions permissible under Applicable Law including the benefit under Central Goods and Services Act, 2017 failing which it shall have to bear extra cost where it fails to avail concessional rates/exemptions of levies as applicable. Owner's liability to pay shall be restricted to the bid price quoted in the Schedule of Prices

17.0 **PREPARATION OF BID**

17.1 **Language of Bids**

17.1.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged between the Bidder and the Owner, shall be in English language. A certified English translation from an official translator (of the relevant country) should be provided in the event any of the documents submitted is in a language other than English. In which case, for purposes of interpretation of the Bid, the translated copy shall prevail.

17.2 **Documents comprising the unpriced techno-commercial bid ("Unpriced Techno-Commercial Bid")**

Bidder shall include following document in its Unpriced Techno-Commercial Bid:

17.2.1 Bidder's profile (Form-A);

17.2.2 Schedule of present commitment and past experience (Form-B);

17.2.3 Audited financial information (along with relevant documents) for last 3 (three) financial years (Form-C);

17.2.4 Vehicle Mobilization Plan (Form-D);

17.2.5 Pre-Bid queries, if any (Form-E);

17.2.6 Bid proposal letter (Form-F);

17.2.7 Schedule of technical deviation (Form-G);

17.2.8 Schedule of commercial deviation (Form-H);

17.2.9 Undertaking on Bid validity period (Form-I);

17.2.10 Letter of acknowledgement of receipt of Bidding Document (Form-J);

17.2.11 Letter of Authority along with Power of Attorney OR board resolution authorizing the person signing the Bid on behalf of the Bidder (Form-K);

17.2.12 DELETED

17.2.13 Original Bid Security furnished in accordance with Proforma of Bank Guarantee for Bid Security (Form-M) or UTR receipt certifying the Bid Security amount credited into Owner's bank account;

17.2.14 Declaration confirming knowledge about Site condition (Form-N);

17.2.15 -DELETED-

17.2.16 Disclosure of relationship of the directors of the Bidder with any employee of OTPC (Form-P);

17.2.17 Declaration of compliance with Technical Specifications (Form-Q);

17.2.18 Bidding Document duly signed and stamped on all pages (with the original of Form K and Form M as part of the Unpriced Techno Commercial Bid to be provided in physical copy);

17.2.19 A disclosure statement regarding participation of any of its Affiliate in this bidding process (Form R);

17.2.20 Format for Financial capacity of the bidder to be issued by a reputed auditor (Form-S);

17.2.21 Duly filled, signed and stamped Appendix-1 Format for Declaration Regarding Banning of Business.

17.2.22 Certified copy of memorandum of association and articles of association of the Bidder in case the Bidder is an Indian company or equivalent constituent documents in case the Bidder is a foreign company (in each case, certified by a director or company secretary);

17.2.23 List of similar works completed by Bidder. Bidder to give name, location etc., of work executed and relevant contract details years when it completed such work;

17.2.24 Documents required to establish the qualification requirements, as set out in clause 5.0 of the NIB, such as client certificates, copy of relevant reports under contracts, etc.;

17.2.25 Any other relevant information which Bidder would like to submit in support of its Bid;

17.2.26 Check-list of Bid Security; and

17.2.27 Checklist for the Bid submission as per the format prescribed in Annexure 2.

17.3 **Documents comprising the Price Bid** ("**Price Bid**")

17.3.1 Bidders shall quote their prices strictly as per the template provided as the Form No. [•] set out in Part C of the Bidding Document ("**Schedule of Prices**") at the CPP Portal and shall be submitted only online at the CPP Portal by uploading the duly filled in Schedule of Prices in excel format without any formatting or modification in the structure of the Schedule of Prices and shall be duly signed in digital form by the authorized signatory of the Bidder.

17.3.2 If the Bidder fails to comply with the provision prescribed above in its Price Bid then its Bid shall be rejected.

17.3.3 Whenever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats only and shall refrain from referring to any other document for providing any information required in the prescribed format.

17.3.4 **Bidder can bid for one (1) vehicle or two (2) vehicles or all three (3) vehicles and submit the Price Bid accordingly. However, in the case of 2 nos Bolero vehicles, if the Bidder is quoting the price for both Bolero vehicles, then the Bidder has to quote the same rate for both Bolero vehicles.**

17.3.5 **For Bolero vehicle, if the L1 bidder can provide only 1 no. Bolero vehicle, then for award of contract for 2nd Bolero vehicle, the L2 bidder shall be provided with the opportunity to match the L1 rate in order obtain the contract for 2nd Bolero vehicle.**

18.0 **BIDDING DETAILS**

18.1 The Bidder should note that:

a. The Bidder may be shortlisted based on the declarations made by it in the Bid, but the documents submitted along with the Bids may be verified by the Owner before signing of Contracts;

b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Owner may reject such Bid and/or cancel the Letter of Award, if issued. In such case the Bid Security and the Contract Performance Bank Guarantees (if provided) shall stand forfeited and shall be encashed by the Owner;

c. If it is found that the Bidder has concealed any material information or has made a wrong/misleading statement or is found to have misrepresented facts in its Bid, after the Contracts are executed, the consequences specified in Contracts shall apply;

d. Bids submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder;

e. All pages of the Bid submitted must be initialed by the person authorized by the Bidder in accordance with Form-K;

f. No change or supplemental information to the Bid will be accepted after the scheduled date and time of submission of the Bid. Owner reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid;

g. Bids not submitted in the specified formats may be liable for rejection by Owner;

h. Bidders delaying in submission of additional information or clarifications sought may be liable for rejection; and

i. The courts at New Delhi shall have exclusive jurisdiction in all matters pertaining to the bidding process.

19.0 **PRICES**

19.1 The Contract Price and unit prices shall remain fixed and firm during the term of the Contracts. No price variation or escalation shall be allowed for any reason whatsoever.

19.2 The Contract Price shall include entire scope of Services as described in Part-B: Contract for Vehicle Hiring Service at Plant Area at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura including technical specification.

19.3 The Contractor shall furnish prices based on the details provided in the bidding documents. It must be clearly understood that the Contractor have to strictly furnish the prices based upon technical specification.

19.4 The Contract Price shall also include all taxes, duties, levies and charge applicable in India on the scope of services and supplies covered under the Bidding Document. The Bidder shall provide such break up of the Contract Price and taxes, duties, levies and charges in India on the same as per the Schedule of Prices. Bidders are also required to provide the taxes, duties, etc. assumed by them on the price of goods and services separately as per the Schedule of Prices. Except as provided under the Contract, if a particular cost is not included in the break up provided by the Bidder as per the Schedule of Prices, then the same shall not be payable to the Bidder under the Contract.

19.5 The Bidder shall prepare the Bid based on the details provided in the Bidding Document. It must be clearly understood that the quantities, specifications and drawings are only indicative and intended to give the Bidders an idea about the order and magnitude of the services and are not in any way exhaustive and guaranteed by the Owner. Bidder shall carry out its own due diligence of the Site in accordance with the requirement of Bidding Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bidding Document. Contract Price shall also include any additional services beyond those specified in Bidding Document required for successful execution of Contract for Vehicle Hiring Service at Plant area of 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

19.6 The Contract Price shall be provided by the Bidder in INR only. In the event the Price Bid submitted by a Bidder is in foreign currency, the Bid shall be rejected.

19.7 The Contract Price shall be paid in INR only. The Contract Price quoted in the Bid shall include all of the Bidder's costs/expenditures for executing the Contract in a satisfactory manner, including non-personnel and personnel cost, cost for all approvals and consents required under Applicable Law and also including all costs towards but not limited to mobilization and demobilization, deployment of manpower, tools & tackles, material handling equipment, Consumables, etc. as specified in the Bidding Document. The Contract Price shall also include the costs towards the cost of defect liability till the completion of defect liability period as specified in the Contract.

19.8 The Owner may ask the Contractor to procure additional items/materials required for the performing the obligations under the Contracts during the term of the Contracts. The Contractor shall arrange for such items on mutually agreed basis.

20.0 **SUBMISSION OF BIDS / BIDDING SYSTEM**

20.1 Two part bid system (Part-1: Unpriced Techno-Commercial Bid and Part-2: Price Bid) shall be followed as described in this clause. The Bid shall be submitted only in the name of the Bidder. The Bid shall be filled completely in all respects and shall be submitted together with requisite information and Forms. It shall be complete and free from ambiguity, change or interlineations.

20.2 The Bid comprising the documents specified in clause 17.2 and 17.3 shall be submitted online on the e-procurement platform of the Government at *https://www.etenders.gov.in/eprocure/app* (the "CPP Portal") by uploading the complete and legible scanned copies of the said documents in pdf format, duly signed in digital form and stamped by the authorised signatory of the Bidder except Form K and Form M as provided under clause 17.2.11 and 17.2.13 which shall also be submitted in hard copy. For this purpose, registration of the Bidder with CPP Portal is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the CPP Portal. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).

20.3 The Bidder shall ensure that the documents uploaded on the CPP Portal as part of its Bid are being downloaded properly. The Owner shall not be responsible for corrupt files, if any, uploaded on the CPP Portal by the Bidder as part of its Bid. Further file related to particular form/annexure, if any, shall be given the name of that form/annexure only.

20.4 The Bidding Document as received by the Bidder along with Bid prepared by Bidder, and all other required Forms as given in clause 17.0 above, any descriptive literature and any other information required to be furnished by the Bidder shall together constitute the Bid.

20.5 The Bidder shall submit its Bid ***online*** by the due date mentioned in the NIB and also submit the original of Form K and Form M as provided under clause 17.2.11 and 17.2.13 as part of the Unpriced Techno-Commercial Bid, in a separate sealed envelope on or before the due date mentioned in the NIB, failing which the Bid shall be rejected. Further, in case of any discrepancies between Form K and Form M (as

specified above) submitted online on the CPP Portal and the physical copy, the Bid shall be rejected.

20.6 The envelope for Form K and Form M as provided under clause 17.2.11 and 17.2.13 shall be marked with tender number and the closing date. The words "Form K and Form-M - Unpriced Techno-Commercial Bid" shall be clearly super scribed on the envelope containing Form K and Form M as part of the Unpriced Techno-Commercial Bid

20.7 The above said envelope shall after sealing, be marked "Confidential" and super scribed "TO BE OPENED BY ADDRESSEE ONLY – ORIGINAL SET". This envelope should be addressed to:

Attn: Head Corporate (C&M) / Head (Engineering)

Address: ONGC Tripura Power Company Limited
10th Floor, Core-4 and Central,
Scope Minar, Laxmi Nagar, New Delhi-110092

Tender reference and closing date shall also be shown on this envelope.

20.8 The Bidder must submit the Bid only at the CPP Portal and for the physical copy of Form K and Form M as part of the Unpriced Techno-Commercial Bid the Bidder has the option of sending the same by courier or registered post or submitting it in person and shall ensure that it shall reach to OTPC by the date and time stipulated under the NIB. Submission of Bids by fax/telex/e-mail/ will not be accepted and Bids submitted by any of these modes shall be rejected.

20.9 OTPC reserves the right to reject any Bid, which is not submitted according to the instructions stipulated above.

20.10 **Signing Of Bids**

20.10.1 Bid(s) must be signed with the legal name of the Bidder and by the president, managing director or by the company secretary or other person or persons authorized to sign and submit the Bid on behalf of such Bidder.

20.10.2 The Bid submitted online on the CPP Portal shall be duly signed in digital form and stamped by the authorised signatory of the Bidder.

20.10.3 Form K and Form M of the Unpriced Techno-Commercial Bid submitted in the physical copy shall be duly signed and stamped by the authorised signatory of the Bidder.

20.10.4 Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall be furnished with the Bid in accordance with Form-M.

20.10.5 The Bidder's name stated on the proposal shall be the exact legal name of the company.

20.10.6 Erasures or other changes in the Bid shall be over the initials of the persons signing the Bid.

20.10.7 Bids not conforming to the above requirements of signing may be liable for rejection.

21.0 **DEADLINE FOR SUBMISSION OF BIDS**

21.1 Bids must be uploaded on the CPP Portal and the physical hard copy of Form M and Form P as part of the Unpriced Techno-Commercial Bid shall be received by the Owner at the address specified in NIB not later than [16:00 hours] on the prescribed date mentioned in the NIB.

21.2 Owner may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in which case all rights and obligations of the Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 **LATE BIDS**

22.1 Bids received after the date and time of submission specified in NIB shall be rejected.

23.0 **VALIDITY OF BID**

23.1 Bid shall remain valid for acceptance by the Owner for a period of 180 (one hundred and eighty) days from the date of opening of Unpriced Techno-Commercial Bid. During this period the Bidder shall not withdraw or amend its Bid. A Bid valid for a shorter period shall be rejected by the Owner as being non-responsive. An undertaking as per **Form-I** in this regard shall be included in the Bid.

23.2 The Contract Price quoted shall remain fixed and firm till expiry of the Contracts.

23.3 Notwithstanding clause 23.1 above, the Owner may obtain the Bidder's consent to extend the validity period of its Bid, as required. The request and response thereto shall be made in writing. The Bidder accepting the request will not be permitted to modify its Bid and Bidder shall be required to extend the validity of its Bid Security correspondingly.

24.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 The Bidder may modify or withdraw its Bid after submission as per the specifications/instructions provided on CPP Portal, provided that the modification or written notice of the withdrawal is uploaded/done on or before the deadline prescribed for Bid submission and/or is received by OTPC prior to the deadline prescribed for Bid submission.

24.2 No Bid shall be allowed to be withdrawn or modified during the period between the Bid submission deadline and the expiration of the Bid validity period. If a Bidder withdraws or makes an unsolicited modification to its Bid during this period then its Bid shall be rejected and its Bid Security shall stand forfeited and shall be encashed by the Owner.

24.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the deadline prescribed for Bid submission, unless the same has been expressly sought for by the Owner, shall be disregarded.

24.4 In case any clarification are sought by Owner after opening of Bids then the replies of the Bidders shall be restricted to clarifications sought.

25.0 **BID SECURITY**

25.1 The Bidder shall furnish, as part of its Bid, a Bid Security. **The Bid security amount shall be for INR 1,00,000/- (Rupees One Lakh only)** and shall be submitted along with Unpriced Techno-Commercial Bid. Bid Security issued by foreign banks from the list of Acceptable Banks is to be endorsed by the New Delhi, India branch of the same bank or State Bank of India, New Delhi branch. Any claim under the Bid Security shall be payable in New Delhi, India.

The Bid Security has to be stamped in accordance with Applicable Law. The Bid Security has to be in the name of the Bidder.

In order to facilitate the Bidders to submit the bank guarantees (the Bid Security and the Contract Performance Bank Guarantees) as per the prescribed format and in line with the requirements, checklist at Annexure-3 has been attached. Bidders are advised to take note of this checklist while submitting the Bid Security and submit the completed checklist along with the Bid Security. The Successful Bidder shall also use and submit this completed checklist at the time of submitting the Contract Performance Bank Guarantees.

**In order to facilitate the Bidders to submit the Bid Security, Bidders are alternatively allowed to remit the bid security amount thru NEFT transaction in the bank account of Owner, details of which is provided in clause no. 6.15 of NIB.**

25.2 Offer without Bid Security shall not be considered and shall be rejected.

25.3 The Bid Security validity shall be as per clause 2.0 of the NIB.

25.4 The Bid Security shall specifically bind the Bidder to keep its offer valid for acceptance and to abide by all the conditions of the Bidding Document in the event the Owner desires to award the Contracts to the said Bidder. The Owner shall have an unqualified option under the Bid Security to invoke the same and claim the amount there under in the event the Bidder fails to keep the Bid valid up to the date specified or refusing to accept Services and carry it out in accordance with the Bidding Document, if the Owner decides to award the Contracts to the Bidder.

25.5 The Owner shall arrange to release the Bid Security Bank Guarantee in respect of unsuccessful Bidders or credit the Bid Security amount in the Bidder's bank account as soon as possible, after the Successful Bidder furnishes Contract Performance Bank Guarantees, and

25.6 The Bid Security in respect of the Successful Bidder shall be released after receipt of Contract Performance Bank Guarantees.

25.7 The Bidder shall also undertake that the validity of the Bid Security shall be extended suitably until it furnishes to the Owner Contract Performance Bank Guarantees for the specified value in the event of the Bidder becoming the Successful Bidder.

26.0 **CONDITIONS FOR FORFEITURE OF BID SECURITY**

26.1 In addition to the other conditions specified in this ITB for forfeiture of Bid Security the Bidder shall be considered to be in breach of the terms and conditions of the Bidding Documents upon the occurrence of any of the following conditions and in each such case the Bid Security shall stand forfeited and shall be encashed by the Owner:

26.1.1 the Bid is withdrawn during the Bid validity period or extension thereof;

26.1.2 the Bid is varied or modified in a manner not acceptable to Owner during the Bid validity period or extension thereof or after issue of Letter of Award by the Owner, but prior to signing of the Contract;

26.1.3 the Successful Bidder is seeking modification to the agreed terms and conditions after issue of Letter of Award; or

26.1.4 the Successful Bidder fails to furnish Contract Performance Bank Guarantee within 15 (fifteen) days of issue of Letter of Award.

26.1.5 In the event, rate of GST and/or amount of Taxes and Duties are in variation to applicable rate of GST notified by Government of India. Further, the Bidder is reluctant to comply with the applicable rate of GST without changing the lump sum Contract Price stated in the Schedule of Prices.

27.0 **CONFIRMATION OF BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT**

While issuing the physical Bid Security, the Bidder's bank shall also send electronic message through SFMS (in case of bank guarantees issued from within India) or SWIFT (in case of bank guarantees issued from outside India) to Owner's beneficiary bank whose details are provided herein below:

i. **Bank Name**: State Bank of India
ii. **Branch**: Corporate Accounts Group Branch-II
iii. **Bank Address**: Fort Capital Parsvanath Towers, Bhai Vir Singh Marg, Gole Market, New Delhi – 110 001
iv. **IFSC Code**: SBIN0017313

Bank guarantee issuing/amending bank must send the bank guarantee advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by Reserve Bank of India ("**RBI**"). The format of the message for confirmation of the Bid Security shall be as below:

BG advising message: [ ]
Field Number: [ ]

7037: [ ]

28.0 **OPENING OF BIDS BY OWNER**

28.1 Unpriced Techno-Commercial Bids shall be opened at the time, date and place mentioned in clause 2.0 of the NIB and the Bidders would be invited to join the Unpriced Techno-Commercial Bids opening through an online Microsoft Team or any other electronic media link and the link for joining this online meeting shall be shared with all the Bidders at their e-mail addresses shared with the Owner.

28.2 Price Bids of qualified bidders after evaluation of Unpriced Techno-Commercial Bids in accordance with clause 30.0 of this ITB shall be opened online for which the Bidders would be invited to join the Price Bids opening through an online Microsoft Team or any other electronic media link and the link for joining this online meeting shall be shared with all the Bidders at their e-mail addresses shared with the Owner. The time and date of the opening of the Price Bids shall be intimated separately to the qualified bidders by the Owner by giving at least 3 (three) days prior notice.

28.3 The Owner at its discretion may open the Bid in-person then at the time of Bid opening, the Owner shall permit 1 (one) authorized representative of each Bidder to be present, provided such representative presents to the Owner at that time, a letter, duly signed by the Bidder as per Form-M authorizing him to be present on behalf of the Bidder at the time of Bid opening. Prospective Bidders are advised not to authorize or depute more than one representative.

28.4 The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Unpriced Techno-Commercial Bids, the Bidder's names, presence and absence of requisite Bid Security and such other details.

28.5 The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Price Bids, the Bidder's name, its Contract Price and such other details.

29.0 **CLARIFICATION OF BIDS**

29.1 During Bid evaluation, OTPC may, at its discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the Contract Price or substance of the Bid shall be sought, offered or permitted.

30.0 **EVALUATION**

30.1 The evaluation process comprises of the following two steps:

Step I - Responsiveness check; and

Step II - Bid evaluation.

30.2 **Step I - Responsiveness check**

The Bid submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's Bid shall be checked for compliance with the submission requirements set forth in this ITB.

Any of the following conditions shall cause the Bid to be "Non-responsive":

i) Bid not received by the due date and time;

ii) Bid having a conflict of interest as described in clause 6.10 of this ITB;

iii) Non submission of Bid Security along with the Bid

iv) Bids that are incomplete or which do not meet the requirements prescribed in the Bidding Document; or

v) Bids not including the requisite Forms and not being submitted in accordance with the process prescribed in the ITB.

30.3 **Step II - Bid evaluation**

30.3.1 Bids shall be evaluated based on the information/documents furnished by the Bidder as part of the Bid. Hence Bidders are advised to ensure that they submit complete, appropriate and relevant supporting documentation along with their Bid in the first instance itself. Bids not complying with the requirements of the Bidding Document shall be rejected.

30.3.2 Each figure stated shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the amount quoted in words shall be deemed to be the correct amount. Bids submitted with any qualifying expressions may be liable for rejection.

30.3.3 The Owner shall determine to its satisfaction whether the Bidder which has submitted the Unpriced Techno-Commercial Bid is qualified to satisfactorily perform the obligations under the Contracts in terms of the qualifying requirements.

30.3.4 An affirmative determination shall be a prerequisite for further evaluation including technical evaluation of the Unpriced Techno-Commercial Bid of the Bidder. Upon a negative determination the Bidder's Bid shall be rejected.

31.0 **LETTER OF AWARD AND NOTICE TO PROCEED**

31.1 Prior to the expiration of the period of Bid validity, the Owner shall notify the Successful Bidder in writing by email or registered letter that its Bid has been accepted ("**Letter of Award**" or "**LOA**").

31.2 The Owner shall award the Contracts to the Successful Bidder whose Bid has been determined to be substantially responsive and acceptable to the Owner, provided that the Bidder is determined to be qualified to perform the Contracts satisfactorily.

31.3 Except for the technical deviations listed in Form-G and commercial deviation listed in Form-H to the Bid (to the extent accepted by Owner), the Bidder shall be required to comply with all requirements of the Bidding Document without any extra cost to

the Owner, failing which the Bid may be liable for rejection and in case the Bid is rejected such Bidder's Bid Security may be forfeited.

31.4 The Letter of Award and acceptance of Letter of Award shall constitute a binding contract between the Successful Bidder and the Owner. The Contracts shall be deemed to have come into effect from the date of Letter of Award.

31.5 Upon the Successful Bidder furnishing the Contract Performance Bank Guarantees, the Owner shall promptly notify each unsuccessful Bidders and shall return/discharge their Bid Security

32.0 **SIGNING OF THE CONTRACT**

32.1 The Successful Bidder in whose favour the Letter of Award has been issued by the Owner shall execute the following contract with the Owner:

32.1.1 Contract for Vehicle Hiring Service at Plant Area: For Vehicle Hiring Service at Plant Area of 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

32.1.2 Within 30 (thirty) days from the date of Letter of Award, the Successful Bidder shall sign the Contracts with the Owner. Any payment under the Contracts shall be made only after signing of Contracts and as per terms & conditions of the Contracts.

33.0 **CONTRACT PERFORMANCE SECURITY**

33.1 Within 15 (fifteen) days of issuance of Letter of Award, the Successful Bidder shall furnish to the Owner Contract Performance Bank Guarantee in accordance with the terms of the Contract for an amount equivalent to 10% (ten percent) of the contract price of the Contract for Vehicle Hiring Service at Plant Area .

The Successful Bidder shall also submit the completed checklist (as provided in Annexure 3 to this ITB) at the time of submitting the Contract Performance Bank Guarantees.

33.2 The Contract Performance Bank Guarantees to be submitted by Contractor shall be from an Acceptable Bank and in terms of the format provided in Annexure-3 of Contract for Vehicle Hiring Service at Plant Area .

Any claim under the Contract Performance Bank Guarantees shall be payable in New Delhi, India. The Contract Performance Bank Guarantees have to be stamped in accordance with applicable law.

34.0 **OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

34.1 The Owner reserves the right to reject any Bid without stating reasons if in Owner's opinion:

34.1.1 The Bid is incomplete / non-responsive;

34.1.2 Any condition of the Bid is in conflict with the terms of the Bidding Document; or

34.1.3 After reviewing the Bid if the suitability of the offered Services, for the Site conditions is in doubt.

34.2 The Owner reserves the right to accept or reject any or all Bids in part or full or cancel the Bidding Document, at any time prior to issuance of Letter of Award, without assigning any reason and without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

34.3 In the event the Owner decides to reject any or all Bids or cancel the Bidding Document for any reason whatsoever, it may in its sole discretion, ask for revised Bids or invite fresh Bids by issuing a new tender.

35.0 **REPRESENTATION FROM THE BIDDER**

35.1 The Bidder(s) can submit representation(s) if any, in connection with the Bid process, directly only to:

Attn: Head Corporate (C&M) / Head (Engg.)
Address: ONGC Tripura Power Company Limited
10th Floor, Core-4 and Central,
Scope Minar, Laxmi Nagar
New Delhi – 110092
Phone: +91-11-22404700
E-mail: Both to neeraj.narwal@otpcindia.in and karan.bakshi@otpcindia.in

36.0 **CORRUPT, FRAUDULENT, ETC. PRACTICES**

36.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Letter of Award. Notwithstanding anything to the contrary contained herein, or in the Letter of Award, the Owner may reject a Bid, withdraw the Letter of Award, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice in the Bid process inter alia, the Owner's Bid evaluation, Bid comparison or the decision to issue Letter of Award. In such an event, the Bid Security shall stand forfeited and the Owner shall be entitled to encash the Bid Security, without prejudice to any other right or remedy that may be available to the Owner hereunder or otherwise.

36.2 The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received pursuant to the Bidding Document. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.

37.0 **REQUIREMENT REGARDING LABOUR LAWS**

37.1 The Successful Bidder shall prior to mobilization for services to be provided, (i) furnish valid employee provident fund (EPF) code number together with supporting relevant document duly notarized by notary public to this effect; (ii) obtain licenses under Contract Labor (Regulation and Abolition) Act, 1970 read with rules framed

there under and under any other regulations required to be obtained under Applicable Law in relation to the labour being employed by it and furnish the same to the Owner. If the Successful Bidder fails to obtain such licenses/permits then the Letter of Award shall be cancelled or terminated without any further notice and its Bid Security and/or Contract Performance Bank Guarantees shall stand forfeited and the Owner, without prejudice to any other rights it may have hereunder or otherwise shall be entitled to encash the Bid Security and/or Contract Performance Bank Guarantee.

37.2 The Bidder shall ensure compliance of all Applicable Laws with respect to employment and regulation of labour for performing the obligations under the Contracts including but not limited to Minimum Wages Act, 1948 Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Contract Labour (Regulation and Abolition) Act, 1970.

38.0 **BANNING / PROVISIONAL SUSPENSION**

38.1 Bidder should not be banned / under suspension / black listed by any Govt. /Public Sector undertakings. Bidder has to submit a certificate as per the Form provided at Appendix-1. The banning process shall be in accordance with the "Process of Banning / provisional Suspension of Business dealings with erring Firms" available at https://otpcindia.in.

**----------End----------**

**ANNEXURE -1**

**LIST OF ACCEPTABLE BANKS**

**Foreign banks**

| Sl. No. | Name of Banks |
|---|---|
| 1. | Citigroup, USA |
| 2. | HSBC Holdings, United Kingdom |
| 3. | Standard Chartered |

**Indian Banks**

| Sl.No | Name of Banks |
|---|---|
| 1. | Allahabad Bank |
| 2. | Bank of Baroda |
| 3. | Bank of India |
| 4. | Canara Bank |
| 5. | Indian Bank |
| 6. | Oriental Bank of Commerce |
| 7. | Punjab National Bank |
| 8. | State Bank of India |
| 9. | Axis Bank |
| 10. | ICICI Bank |
| 11. | Indusind Bank |
| 12. | HDFC Bank |

**ANNEXURE - 2**

**FORM OF CHECK LIST FOR THE BID SUBMISSION**

**Part A: Unpriced Techno-Commercial Bid**

| S.No | Document to be submitted | Response (Yes/No) |
|---|---|---|
| 1. | Bidders profile (Form-A). | |
| 2. | Schedule of present commitment and past experience (Form B). | |
| 3. | Audited financial information for last three financial years (Form-C). | |
| 4. | Tools & equipments mobilization plan (Form-D). | |
| 5. | Pre-Bid queries (Form-E). | |
| 6. | Bid proposal letter (Form-F). | |
| 7. | Schedule of technical deviation (Form-G). | |
| 8. | Schedule of commercial deviation (Form-H). | |
| 9. | Undertaking on price validity period (Form-I). | |
| 10. | Letter of acknowledgement of receipt of Bidding Document (Form–J). | |
| 11. | Letter of authority along with Power of Attorney or board resolution authorizing the person signing the Bid on behalf of the bidder (Form-K and its Annexure-1) | |
| 12. | DELETED | |
| 13. | Original Bid Security furnished in accordance with Proforma of Bank Guarantee for Bid security (Form-M). | |
| 14. | Check-list of Bid Security duly complete. | |
| 15. | Declaration confirming knowledge about Site condition (Form-N). | |
| 16. | -DELETED- | |
| 17. | Disclosure of relationship in OTPC (Form-P). | |
| 18. | Declaration of compliance with Technical Specifications (Form-Q). | |
| 19. | A disclosure statement that Bidder's affiliates are not separately participating in this bidding process (Form R) | |

| S.No | Document to be submitted | Response (Yes/No) |
|---|---|---|
| 20. | Bidder Financial Capacity Certificate issued by a reputed auditor (Form-S) | |
| 21. | Appendix-1 - Declaration regarding banning of business | |
| 22. | Copy of Bidding Document duly signed and stamped on all pages (with the original of Form K and Form M as part of the Unpriced Techno Commercial Bid to be provided in physical copy of). | |
| 23. | Quality assurance program containing the overall quality management and procedures, which bidder proposes to follow in the performance of the contract | |
| 24. | List of contracts/PO for hiring services completed by Bidder with details | |
| 25. | Memorandum of Association and Articles of Association of the Bidder (or equivalent constituent documents if the Bidder is a foreign company). | |
| 26. | Documents required to establish the qualification requirements as set out in clause 5.0 of the NIB such as client certificates, copy of relevant reports under contracts, etc. | |
| 27. | Any other relevant information. | |
| 28. | A copy of this checklist duly completed. | |

**Part B: Price Bid**

| S.No | Document to be submitted | Response (Yes/No) |
|---|---|---|
| 1. | Schedule of Prices. | |

**ANNEXURE - 3**

**FORM FOR CHECK LIST FOR BANK GUARANTEES**
(THE BID SECURITY AND THE CONTRACT PERFORMANCE BANK GUARANTEE)

| S. No. | Details of checks | YES/NO. |
|---|---|---|
| a) | Is the bank guarantee on non-judicial stamp paper of appropriate value, as per applicable Stamp Act of the place of execution? | |
| b) | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the signature of stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of bank guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the bank guarantee has been issued. Also the stamp paper should not be older than six months from the date of execution of bank guarantee)? | |
| c) | In case of bank guarantees from banks abroad, has the bank guarantee been executed on letter head of the bank endorsed by SBI, New Delhi India? | |
| d) | Has the executing officer of bank guarantee indicated his name, designation and power of attorney number/signing power number on the bank guarantee? | |
| e) | Is each page of bank guarantee duly signed/initialed by executant and whether stamp of bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of bank as required in the prescribed pro forma? | |
| f) | Does the bank guarantees compare verbatim with the pro forma prescribed in the Bidding Document? | |
| i) | Are the factual details such as Bid Document number/ Specification number/ LOA number (if applicable)/amount of bank guarantee and validity of bank guarantee correctly mentioned in the bank guarantee? | |
| j) | Whether overwriting/cutting if any on the bank guarantee have been properly authenticated under signature & seal of executant? | |
| k) | Whether the bank guarantee has been issued by a bank in line with the provisions of Bidding Document? | |