

***THDC INDIA LTD.
(Schedule 'A' Mini Ratna PSU)***

Tender Document for:

Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC).



***टीएचडीसी इंडिया लिमिटेड
THDC INDIA LTD***

***Procurement Department, Gangotri Bhawan,
Rishikesh, Uttarakhand***

March' 2024

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SECTION –I

टीएचडीसी इंडिया लिमिटेड
(शेड्युल- 'ए' मिनी रत्न पीएसयू)



THDC INDIA LIMITED
(Schedule 'A' Mini Ratna PSU)

INVITATION TO BID

Tender No- THDC/TEHRI/PROC/Open/2023-24/30

THDC India Limited invites online **Open e-Tender** from the eligible bidders for under mentioned work:

| Sl No. | Name of works | Estimated Cost (₹) excluding GST | EMD (₹) | Cost of Tender Including GST (₹) | Completion period (Months) |
|--------|---|----------------------------------|-------------|----------------------------------|----------------------------|
| 1 | Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC). | 1,48,57,500.00 | 1,49,000.00 | 6,490.00 | 78 Months |

Document Download / Sale / Submission Start Date:

22.03.2024 09:00 AM

Document Download / Sale / Submission End Date:

22.04.2024 05:00 PM

Bid Opening Date:

23.04.2024 11:00 AM

Any subsequent changes/ corrigendum/ amendments/ notice in regard to above NIT, shall be displayed/ hosted in website www.eprocure.gov.in applicants are advised to be vigilant in this regard.

Pre-Qualification requirement:

- Bidder should be in the field of software development at least for the last 07 years prior to deadline of bid submission.
(Company profile, Copy of Memorandum of Association (MOA) of Company/ Organization and proof for experience etc. should be submitted by the bidder. In addition, the bidder should also be a registered company under the Indian Companies Act 2013. The Certificate of Incorporation and other relevant documents should be enclosed with the bid).
- The bidder must have positive net worth in the last financial year (ending March 2023).
(The bidder must submit an Audited balance sheet for the last financial year. In case where audited results for the last financial year as on the date of Techno-

commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable).

3. The bidder must have average annual financial turnover of not less than 30% of the estimated cost in the last three financial years (ending March 2023).
4. Experience of having successfully completed similar nature of work during last 07 years ending last day of month previous to the one in which NIT is invited should be either of the following:
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR
 - c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Similar Nature of work:

Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of data into software in a Central/ State Govt. Organization/ Public Sector Enterprise/reputed Pvt. firm.

Note 1:

1. The Bidder should be Original Software Developer or Authorized Dealer/ Distributor/ Channel Partner/ Service Provider of the Original Software Developer for the required work
(Certificate from Original Software Developer in this regard shall have to be submitted by the bidder with the bid).
2. The bidder must be minimum CMMi Level 3 certified organization. A valid certificate of the same must be submitted by the bidder.
3. The bidder must be ISO-27001:2013 (Information Security Management System - ISMS) certified organization and a valid certificate must be submitted by the bidder.

Note 2:

- i) The bidders have to furnish the experience certificate for satisfactory completion of work of similar nature as mentioned above. In the experience certificate Agreement No., Completion value of work, Name of work, Date of start, Date of completion and signature of issuing authority with his name and designation should be clearly mentioned. The experience certificate issued by PSU's/ Central Govt./State Govt. or Semi Govt. Department will be accepted. However, Experience certificate issued by the private firm/company will be acceptable only, if they are supported by the TDS

Certificate. Bid submitted by JVs/Consortium shall not be accepted.

- ii) Bidders are required to submit/upload following documents under Part -I (Techno commercial bid)
1. Experience certificate as mentioned above in Pre-Qualification requirement.
 2. Turn over certificate/ Balance sheet for the financial year **2020-21, 2021-22&2022-23** as mentioned above in Pre-Qualification requirement
 3. Copy of PAN.
 4. Copy of GST Registration No. (Form REG-06).
 5. Copy of EPF Registration (if applicable).
 6. EMD, Tender Form, Warranty Form, Statement of Deviation, Declaration of Bidder, Purchase preference to Make in India, Restrictions on procurement from bidder which shares a land border with India, etc. as per format annexed in the tender documents. Form of Power of Attorney (Annexure-B), Warranty Form (Annexure-F) must be submitted on stamp papers.
 7. Other required documents etc. as per tender conditions.

Conditions:

- 1) Tenders are invited in two parts bid system i.e., Part -I (Techno commercial bid) and Part-II (Price Bid). Part-I contains pre-qualification information & documentary evidence in support thereof, such as Tender Fee, EMD, EPF, PAN, GST Registration, RTGS bank details etc. with techno-commercial bid and second part bid (Part -II) shall contain price bid only.
- 2) Part-I (Techno commercial bid) shall be opened on the above-mentioned scheduled date & time of opening in the presence of intending bidders. The Owner may, at its discretion, ask/discuss with the bidder for clarification of its bid & to be submitted left out Techno commercial documents within a stated reasonable period of time.
- 3) Part-II (Price bid) shall be opened subsequently only for those bidders, whose techno-commercial bids are found acceptable.
- 4) Bidders are required to submit the cost of tender documents in the physical form of DD/Pay order in favour of **THDC INDIA LIMITED** and payable at Tehri.
- 5) Bid security Declaration form (As per format Annexure-Q) must be submitted by Micro & Small Enterprises and all startup. Bid without Bid security Declaration form shall not be entertained.
- 6) Earnest money may be deposited in the form of pay order/ Demand Draft in favour of THDC INDIA LIMITED from any Nationalized Bank payable at Tehri or Bank Guarantee from a Nationalized Bank irrevocable and valid till 30 days after the expiry of the offer or FDR/CDR of any nationalized bank issued in favour of **THDC INDIA LIMITED/ Ac (Name of Party)**. Bids without earnest money deposit shall be rejected.
- 7) The requisite cost of tender documents, EMD in the Physical form, as mentioned above and PQ & Techno commercial relevant documents may be submitted before

the due date & time of opening of bids, failing which the bids may run the risk of rejection.

- 8) The bidder who wishes to submit cost of tender documents, EMD and security deposit through RTGS/NEFT fund transfer to THDCIL current account may be made on the details as mentioned in INFORMATION AND INSTRUCTIONS TO BIDDERS. Intimation of the same with valid bank receipt/ relevant document with UTR number may be submitted before the due date & time of opening of bids.
- 9) Micro & Small Enterprises and all startups (whether MSEs or otherwise)
- A. "All Micro & Small Enterprises and all startups (whether MSEs or otherwise)", falling within the definition as per Gazette notification–G.S.R. dated 23.05.2017 or as amended from time to time shall be relaxed from meeting the qualification criteria in respect of prior turnover and prior experience as below:
- i. **"The Turnover requirement specified in the Pre-Qualification criteria shall be relaxed by 25% for the above firms".**
 - ii. **The Pre-Qualification criteria in respect of prior Experience (in terms of value of work specified in experience criteria) shall be relaxed by 25% for the above firms".**

The above relaxation is subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders. **However, the Employer reserves the right to deny such exemptions to such bidders in case of circumstances like procurement of items related to Public Safety, Health, Critical Security Operations and Equipments etc.** Declaration in this regard is to be submitted by the Bidder as per Annexure-O & P.

- B. Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the cost of bidding document. They should furnish a Notarized (preferably) copy of the **valid** registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favors, for the goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.
- C. Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or anyother body specified by Ministry of MSME or MSE shaving Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Bid Security / EMD. They should furnish with the Bid a Notarized (preferably) copy of the **valid** registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the goods/ services covered under this Tender document.

Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/EMD. They should furnish with the Bid a Notarized (preferably) copy of **valid** Certificate of Recognition issued by DIP.

- 10) Conditional tenders shall liable to be rejected.
- 11) Notwithstanding anything stated above, THDC INDIA LIMITED reserves the right to reject any or all the tenders or split the order in the overall interest of THDC INDIA LIMITED, without assigning any reasons whatsoever.
- 12) The tender shall remain valid for 120 days, for acceptance, from the date of opening of tender.
- 13) THDCIL shall disclose the reasons for rejecting a tender or non-issuing a tender document where enquiries are made by the bidder(s).
- 14) Bidders should take into account the uploading of all price bid sheets of financial bid with their respective financial quotes, failing which the bid will liable to be rejected.
- 15) **Class-I** local Suppliers only are eligible to participate in this tender, as defined in the bidding documents/Public procurement (Preference to Make in India), Order2017 and its subsequent amendments/revisions issued by DPIIT. The bidder may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.
- 16) Any 'Bidder from a country which shares a land border with India', as specified in the bidding documents, will be eligible to bid in this tender only if bidder is registered with the competent Authority as mentioned in the Bidding Document.

GM (Procurement)
THDC INDIA LIMITED, Gangotri Bhawan
Rishikesh, Pin-249201
email: procurementrksh@thdc.co.in

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a

bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. Foreign bidder can get help at +91-79-40007451 to 460.

SECTION – II

INFORMATION AND INSTRUCTIONS TO BIDDERS

1.0 GENERAL INSTRUCTIONS

- 1.1.0 Tenders are invited on behalf of the **THDC India Ltd.** (Schedule-A Mini Ratna PSU) having its head office at Rishikesh, **for the work mentioned in NIT in Section-I.**
- 1.2.0 The tender shall be submitted only in the prescribed Form and tender documents are not transferable.
- 1.3.0 The CMD of THDC INDIA Ltd or his authorized representative shall be the Accepting Officer hereinafter referred to as Accepting Authority for the purpose of this contract.
- 1.4.0 The bidder may submit the following with documentary evidence in support of his capacity and capability to execute the tendered works:
 - (a) Copy of satisfactory performance report (s) of the works executed and details of works in hand.
 - (b) Copy of balance sheets and Profit & Loss account for the last three financial years.
 - (c) Copy of plant and machinery available along with proposed deployment for the tendered works.
 - (d) Details of manpower available and proposed deployment for the tendered works.
 - (e) Details of cash flow proposed for the works and its source.
 - (f) Details of proposed programme for quality assurance for the tendered works.
 - (g) Proposed work programme in line with time schedule in the form of Bar Chart/ PERT Network indicating major key events.
- 1.5.0 Issue of tender documents does not automatically mean that the party is considered qualified. THDC INDIA Ltd reserves the right to assess the bidder's capability and capacity to perform the Contract should the circumstances warrant such assessment in the overall interest of the Corporation.
- 1.6.0 Bidders are advised to visit, inspect and examine the site and its surroundings, local conditions and factors at their own cost and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practical) the form and nature of the site, the means of access/approach to the site, the accommodation they may require, working hours, layout of land, trees & shrubs that he/ they will have to cut, type of strata likely to be met and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Bidders are advised to note the geological, meteorological and topographical details from the office of THDCIL before submitting the tender. However, meteorological characteristics and climate data for site are available and can be seen in the office of the THDCIL for reference. The bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges, damages, claims consequent on any misunderstanding or otherwise on any account shall be considered by the THDCIL.
- 1.7.0 Submission of a tender by a bidder implies that he has read the tender notice and all other tender documents and has made himself fully aware of the scope and specification of the work to be done and considered all aspects including stores, tools and plant etc. to be issued to him, if any, by the Corporation and local conditions and other factors having bearing on the execution of the works.
- 1.8.0 The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., he may notify the owner in writing or by fax / e-mail before 15 days in advance of bid submission date at the owner's mailing address.
- 1.9.0 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by any prospective bidder, modify the bid documents by issuing Amendment(s). The amendments will be issued to all applicants

- who have already purchased the tender documents from Owner and also will be hosted in the website of THDCIL/ CPP Portal.
- 1.10.0 The bidder shall closely peruse all the qualifying requirements as mentioned in Section-III/Pre-Qualification requirement and provide all information/certificates as required in the tender document with his bid, failing which bid may carry the risk of rejection. After bid submission no unsolicited correspondence will be considered for evaluation. However, to assist in the evaluation of bids, the Owner may, at its discretion, ask a bidder for a clarification of its bid, to be submitted within a stated reasonable period of time.
 - 1.11.0 In order to offer prospective bidders reasonable time to take the Amendment into account in preparing their bid, the Owner, at his discretion, if required, may extend the deadline for the submission of bids.
 - 1.12.0 Language of bid and all correspondence and documents relating to the bid exchanged between the bidder and the Owner shall be written in the English language provided that any printed literature furnished by the bidder may be written in any other language so long as accompanied by an English translation (duly certified by a Public Notary) of its relevant passages in which case, for purposes of interpretation of the bid, the English translation shall govern.
 - 1.13.0 The tender is routinely invited under e-tendering process. The bidder may submit PQ & Techno-Commercial Bid (Part-I) through Physical mode/ electronic mode (soft copy) and Price Bid (Part-II) through electronic mode (soft copy) only. The bidders are requested to download the entire bidding documents from the website www.eprocure.gov.in from prescribed date and time in the NIT after online vendor registration in the above website by paying an online payment of required amount as given in the NIT through Debit/ Credit Card or through Net Banking. For registration, the prospective bidders are required to provide PAN, TIN etc as mentioned in the e-registration procedure. After the required registration for e-tendering is completed, the prospective bidder can download the bid documents and the cost of bid documents as given in the NIT may be made through RTGS/ NEFT Fund Transfer to THDCIL current account. The Bank account details are furnished at Clause No. 1.52.0. The RTGS / NEFT transfer details may be provided in **Annexure-K**. Alternatively, the cost of bid document may be paid in favour of THDC India Limited by way of demand draft payable at location as per NIT. The cost of bid document viz. original DD/ copy of receipt of RTGS / NEFT transfer details can be submitted along with Part-1 of the bid document. Otherwise, after the required registration, the prospective bidder can get the bid documents from the address mentioned in clause No. 1.20.0 on payment of the cost of tender documents in the form of DD. However, the bidder has to download price bid i.e. Part-II of bid documents from the website www.eprocure.gov.in before prescribed date and time in the NIT only, for enabling him to participate in e- tendering process after registration and furnishing tender fee DD details. The procedure in regard to the registration for e-tendering, downloading of the tender document and up loading & submission of the bids on on the web site www.eprocure.gov.in.
 - 1.14.0 If exempted by the Govt., the Public sector undertaking/ Govt. Departments/ MSMEs need not furnish the tender documents cost on production of evidence in this regard.
 - 1.15.0 i) A bidder should quote the tender rate (s) in figures only in the downloaded price schedule and submit the quoted price schedule electronically on the website only.
ii) In case tenders are invited in traditional mode (other than e-tendering), a bidder should quote the tender rate (s) in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.
 - 1.16.0 Rates for all the schedule items shall be quoted on the tender document/price schedule issued or provided by the owner failing which offer may carry the risk of rejection.
 - 1.17.0 The bidders shall bear all costs associated with the preparation and submission of their bids and Owner will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

- 1.18.0 The bidders shall fill and complete in all respects various bid forms, data sheets and the price schedules attached with the bid documents. An authorized representative of the bidder shall initial all pages of the proposal.
- 1.19.0 Bidders shall not be eligible to claim any compensation / claim towards the cost incurred for participation in bidding process.
- 1.20.0 Bids shall be submitted at the following address:

THDC INDIA LIMITED

Procurement Department, Gangotri Bhawan
Rishikesh, Pin-249201

Mail ID: procurementrksh@thdc.co.in

- 1..21.0 The bidders should ensure the submission of their bids on or before due date and time of submission as prescribed in the NIT. Bids received after due date and time will not be considered and treated as rejected.
- 1.22.0 In case tenders are invited in traditional mode (other than e-tendering), the bidders are advised to submit their offer in 2 separate sealed envelopes, one containing "PQ details and Techno commercial" and other containing "Price Bid" duly super scribed. Both these envelopes can be kept in one sealed envelope. All the envelopes shall be marked with name of work, tender no and date and due date of opening.
- 1.23.0 The Bid duly filled in shall be signed by duly authorized representative with his usual signature and sealed by the bidder. The name (s) and designation(s) of all persons signing should also be typed or printed below the signature. The letter of authorization shall be evidenced by written power of attorney accompanying the bid (**as per Annexure-B**). All pages of the bid except for printed literature shall be initialed by the person(s) signing the bid.
- 1.24.0 Bids without tender fee & EMD (Earnest Money Deposit) will be summarily rejected.
- 1.25.0 The PQ and techno commercial bid (Part-I) shall only be opened at stipulated date and time in the presence of bidders who wish to be present. The Price bid (Part-II) shall be opened subsequently only of those bidders who meet the PQ requirements and whose techno-commercial bids (i.e., Part-I) are substantially responsive to the requirement of the tender document. Separate intimation regarding opening of price bids shall be given to the acceptable bidders accordingly.
- 1.26.0 **PRELIMINARY EXAMINATION**
Prior to the detailed evaluation of Bids, the owner will determine whether each Bid:
- (a) Complying with all the requirements of bidding document
 - (b) Provide with all the Technical Bid Forms duly filled in.
 - (c) Accompanied by the required earnest money deposit, cost of Bid documents and complete tender documents.
 - (d) Demonstrate that it has the necessary capability to execute the contract.
- 1.27.0 **EVALUATION OF BIDS:**
- 1.27.1 The Pre-Qualification information furnished by the bidder shall be evaluated with respect to the specified eligibility and PQ requirements. The bidder is required to fulfill the PQ Requirements.
- 1.27.2 The Owner will evaluate and compare only the bids which conform to the scope, Technical specifications and Commercial conditions as specified in the Bid documents and have been determined to be substantially responsive to the requirements of the bidding documents.
- 1.27.4 Variations, deviations, and other factors, which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to Owner shall not be taken into account in bid evaluation.

1.28.0 RESPONSIVENESS OF BIDS:

- 1.28.1 For the purpose of this Clause, a substantially responsive Bidder is one which conforms to all the terms and conditions of the bidding Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Work, or which limits in any substantial way, the Owner's rights or the Bidder's obligations under the Contract (inconsistent with the bidding documents), and in case the rectification of such deviation or reservation would affect unfairly the competitive position of other Bidders, presenting substantially responsive Bids.
- 1.28.2 If a Bid is not substantially responsive to the requirements of the bidding Documents, it may be rejected by the Owner, and may not subsequently be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.

1.29.0 NONCONFORMITIES, ERRORS, AND OMISSIONS:

- 1.29.1 Provided that a bid is substantially responsive the owner may waive any non- conformities or omissions in the bid that do not constitute a material deviation.
- 1.29.2 In evaluating the bids, the Owner will determine, for each bid, the Evaluated Bid Price by adjusting any correction for errors in the Bid Price.
- 1.29.3 Bids determined to be substantially responsive will be checked by the Owner for any arithmetic errors. In case errors are observed in price bid between quoted price in figures and in words or in amount worked out by the bidder, the following procedures will be followed to take care of such errors:
- a) If there is a discrepancy between the rates quoted in figures and in words, the rate in words shall be taken as correct.
 - b) If the unit rate quoted in figures and words tallies but the amount is not worked out correctly, the unit rate quoted by the bidder shall be taken as correct.
 - c) If the amount of the item is not worked out by the bidder or it does not correspond with the unit rate written either in figures or in words then the rate quoted in words shall be taken as correct.
 - d) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail.
 - e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount, it will be presumed that the bidder has included the cost of this/these item(s) in other items quoted and rates for such unquoted item(s) shall be considered as zero and the total bid price shall be worked out accordingly.

During the evaluation the total amount of the bid will be adjusted by the owner in accordance with the above procedure. If the bidder does not accept the corrected amount, the bid will be rejected and EMD will be forfeited.

1.30.0 COMPARISON OF BIDS:

- 1.30.1 The bids shall be compared on the basis of the total price including all applicable relevant taxes quoted by bidder in the price schedule.
- 1.30.2 The evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest evaluated Bid will be selected for the award of the Contract.

1.31.0 Earnest Money Deposit:

- 1.31.1 The bid shall be accompanied by earnest money in a separate sealed envelope duly superscribed. The earnest money may be paid in any one of the following forms:

- (a) The Earnest Money Deposit (EMD) may be submitted through RTGS/ NEFT Fund Transfer to THDCIL account. The Bank account details are furnished at Clause No. 1.52.0. The RTGS / NEFT transfer details may be provided in **Annexure-K**.
 - (b) By pay order/demand draft in favour of THDC India Ltd.
 - (c) Irrevocable Bank Guarantee in prescribed form (**Annexure-H**) from a Nationalized/ Scheduled Bank.
 - (d) Fixed Deposit Receipt issued by Nationalized/ Scheduled Banks endorsed in favour of THDCIL.
 - (e) Post Office, National Defence Deposit Certificate, duly endorsed in favour of THDC India Ltd.
- 1.32.2 In case of non-submission of the acceptable Earnest Money Deposit on or before the specified time of bid-submission, the bids will be rejected by the Owner as non-responsive.
- 1.32.3 If exempted by the Govt., the Public sector undertaking/ Govt. Departments/ MSMEs need not furnish the EMD on production of evidence in this regard.
- 1.32.4 On acceptance of the tender, the EMD of the successful bidder can be converted into part of initial Security Deposit. However, fresh bank guarantee for initial security shall be furnished by the bidder on Security Deposit Performa in case EMD has been given in the form of bank guarantee.
- 1.32.5 Successful bidder has to comply with the provision of Security Deposit clause of G.C.C. (Clause 12. Of GCC) failing which the EMD of the successful bidder will be forfeited.
- 1.32.6 Earnest Money Deposit of all Unsuccessful Bidders will be discharged/ returned as promptly as possible after acceptance of award of contract by the successful bidder or rejection of all the bids.
- 1.32.7 No interest shall be payable on EMD by the corporation.
- 1.32.8 The Earnest Money Deposit of Bidder may be forfeited if:
- a) A Bidder withdraws or modifies his bid during the period of bid validity or extended period of validity, or
 - b) In the case of a successful bidder, if the Bidder fails within the specified time limit to accept Letter of Award unconditionally and:
 - i) to sign the Contract in accordance with clause 1.47.0 (of this section) or to commence the work within the stipulated time period prescribed in the Letter of Award.
 - or
 - ii) to furnish performance security in accordance with clause 11 of General Conditions of Contract/Special Conditions of Contract.
 - or
 - c) if engaged in fraudulent, corrupt, coercive or collusive practice.
- 1.33.0 A bidder shall submit the tender, which satisfies each and every condition laid down in information and instructions to Bidders and other tender documents. Conditional tenders shall run the risk of rejection (**Annexure-D**).
- 1.34.0 THDCIL do not bind themselves to accept the lowest or any other tender or to give any reasons for their decision.
- 1.35.0 THDCIL reserve the right of accepting or rejecting any or all the tenders or splitting the tender into two or more parties or retender without assigning any reason whatsoever or accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
- 1.36.0 THDCIL reserves the right to allow the Price preference to the Public sector undertaking/ Govt. Departments/ MSMEs as per prevailing Govt. policies/Directives.
- 1.37.0 The notice inviting tender and "Information and Instructions to Bidders" shall also form part of the Contract documents.
- 1.38.0 Tender submitted by bidder shall remain valid for acceptance for a period as mentioned in the NIT from the date set for opening or extended date of opening of the tender. The bidder shall not be entitled during the said period of validity without the consent in writing of the owner, to revoke or cancel his tender or vary the tender given or any item there in. In case varying any terms in

- regard thereof without the consent of owner in writing, the corporation shall forfeit his earnest money without issue of any notice to the bidder.
- 1.39.0 The bidder has to furnish necessary warranty Form and Tender Form as per the enclosed format **(Annexure-E, Annexure-F)**.
- 1.40.0 The bidder is to get himself registered with the respective local Authorities for the works to be carried out, if mandated under the local laws. Copy of such registration may be furnished with the tender.
- 1.41.0 Contractor shall not take or permit to be taken any photographs of the site or any part thereof publish or consent to the publication of any description thereof or any other matter relating thereto without the previous written consent of Corporation. Contractor shall not erect any advertisement on notice board (except for such notice as shall be required for display by statute or by these General Conditions) on the site or on any other part of the site without first applying for and obtaining THDCIL's consent in writing. However, for progress reports, photographs shall be submitted by the bidder as asked from time to time.
- 1.42.0 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the Contract) cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the Contract and its maintenance during construction.
- 1.43.0 No Bidder shall contact the Owner directly or indirectly or through his employees or agents on any matter relating to its bid from the time of bid opening to the time till Contract is awarded.
- 1.44.0 Any effort by a bidder to influence the Owner in its decision on bid evaluation, bid comparison or Contract award may result in the rejection of the bid.
- 1.45.0 The Owner will award the Contract to the successful bidder whose bid will be determined technically and commercially substantially responsive and will be determined as the lowest evaluated bid.
- 1.46.0 **NOTIFICATION OF AWARD:**
- 1.46.1 Prior to the expiry of the period of bid validity including extension(s), the letter of award (LOA) will be issued to the successful bidder. The Owner will notify the successful Bidder by fax/ e-mail to be confirmed in writing by courier / registered letter that his bid has been accepted.
- 1.46.2 The notification of award will constitute the formation of the contract until the contract agreement has been formally signed.
- 1.47.0 **SIGNING OF CONTRACT:**
- After notification of successful bidder, the successful bidder shall enter into a Contract Agreement with the Corporation within fifteen (15) days from the date of issue of LOI/Letter of Award or within such extended time as may be indicated by the owner. The Agreement shall be signed (format enclosed at **Annexure-G**) at the office of the owner on a date & time to be mutually agreed. The Contractor shall provide for signing of the Contract, appropriate power of attorney and other requisite documents. The Agreement will be signed in two originals and Contractor will be provided with one signed copy. One copy will be retained by Corporation. The Contractor shall provide free of cost to the Corporation all the engineering data, drawings and descriptive material submitted with the bid, in at least six (6) copies to form a part of the Contract immediately after issue of letter of Award, along with agreed bar chart/PERT Network and quality assurance plan. Subsequent to signing of the Contract, the Contractor at his own cost shall provide to the Corporation with at least ten (10) true copies of Agreement duly bound within thirty (30) days after the signing of the Contract.
- 1.48.0 The Contractor has to check and deal with all the disturbance by local people, if any and to maintain progress of work so as to complete the entire works within agreed time schedule,

However, THDCIL will render all necessary assistance to the contractor in the matter as may be required from the Corporation.

- 1.49.0 The Corporation will reject a proposal for award if it determines that the Bidder recommended for award or any of his representatives, has been directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question.
- (a) For the purpose of this provision, the above terms are defined as follows:
- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is 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;
- (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (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" is Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any 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.
- 1.50.0 The Corporation will forfeit the bid security of the bidder and the Corporation may declare a firm ineligible, either indefinitely or for stated period of time, to be awarded a contract if at any time it determines that corrupt, fraudulent, coercive or collusive practices were engaged by the Contractor or any of its representatives, during the bidding process or the execution of the contract.
- 1.51.0 The "Agency/Bidder" shall not be under a declaration of ineligibility for corrupt and fraudulent practices or banned/debarred/suspended from transaction /business dealing by ministry of Power (Govt of India) or by THDC India Ltd. or appearing in the list of such bidders available on Central Public Procurement Portal (CPP Portal). A declaration to this effect shall be submitted by the bidder as per enclosed **Annexure-C**.

1.52.0 THE BANK ACCOUNT DETAILS OF THDCIL

1. Name of the beneficiary : THDC India Limited
2. Name of the Bank : State Bank of India
3. Address of the Bank : College Road Baurari, New Tehri, Tehri Garhwal Uttarakhand)
4. Account No. : 11337480040 (total 11 digits)
5. Type of account : Current
6. IFSC code of the Bank : SBIN0001117
7. Bank Code :
8. Bank telephone no. (With STD code):
9. Bank fax no (with STD code):
10. Bank email:.....

1.53.0 Make in India Provision for Class-I Local Supplier:

Preference to Make in India and Granting Purchase preference to Local Suppliers (Reference No-P-45021/2/2017-PP (BE-II), Dated: 16.09.2020):

Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents Annexure-I / Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

Annexure-I**Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding**

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

1.53.1 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

1.53.2 Eligibility for Participation/Purchase Preference:

Eligibility for Participation

Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

1.53.3 Not used

1.53.4 Minimum Local Content

The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is **minimum 50%.**

1.53.5 Verification of Local Content:

- 1) The 'Class-I local supplier' shall be required to provide, in the Bid Form of Techno-Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.
- 2) The 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

- 3) DELETED.
- 4) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up two years as per Rule 151(iii) of GFR along with such other action as permissible under law.
- 5) In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by Employer, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.
- 6) A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

1.53.6 Local Sourcing

- 1) The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 2) The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

1.54.0: Restrictions on Procurement from a bidder of a country which shares a land border with India

- 1.54.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 1.54.2 "Bidder" (including the term 'tendered' 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore including any agency branch or office controlled by such person participating in a procurement process.
- 1.54.3 Bidder from a country which shares a land border with India "for the purpose of this order means:-
 - a) An entity incorporated established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a company, 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
- 1.54.4 The beneficial owner for the purpose of (iii) above will be as under:
 - 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s) who whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent. Of shares or capital or profits of the company;
 - b) "control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2) In case of a partnership firm, the beneficial owner is the natural person (s) who whether acting alone or together or through 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 chain of control or ownership.
- 1.54.5 An agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 1.54.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority.
- 1.54.7 Bidder shall submit the Certificate of Full compliance on ITB Clause-1.53.0; Restrictions on Procurement from a bidder of a country which shares a land border with India (**Annexure-S**).

SECTION-III

Qualification Requirements

-----As Per NIT-----

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- 1.1. The scope of contract in respect of services required shall be as given in Section V Technical Specifications.
- 1.2. All materials, labour, plant, equipment and machinery and services necessary for accomplishing the work shall be provided by the contractor.
- 1.3. The Contractor shall be liable to complete the work within the time specified in these documents and time shall be the essence of the Contract.

2. DEFINITIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 2.1. "**AMC**" means Annual Maintenance Contract
- 2.2. "**Approved**" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- 2.3. "**ARC**" means Annual Rate Contract
- 2.4. "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 2.5. "**Bid**" means the Contractor's priced offer to the Owner for the execution of the works.
- 2.6. By the term "**Near Relative**" is meant wife / husband, brothers, sisters, parents and grandparents, children, first cousins, brothers-in-law, sisters-in-law and parents- in- law etc.
- 2.7. "**Contractor**" means the person or persons, firm or company, group of firms who have been awarded the works by Owner and his successors and permitted assigns.
- 2.8. "**Contract**" means the agreement entered into between the Owner and the Contractor as recorded in the form of agreement signed by the parties incorporating the conditions of Contract, Specifications, Drawings, Schedule of Prices, the bid, Letter of Award / LOI and such further documents as may be expressly incorporated in the letter of award.
 - i. "Basic Contract Price" / "Basic Contract Value" means the total price payable to the contractor for the full scope of the works under the contract as mentioned in the Price Schedule(s) at the time of award of work.

- ii. "Contract Price"/"Contract Value" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 2.9. "**Day**" means a day from midnight to midnight.
- 2.10. "**Effective Date**" means the date on which the contract comes in to force and effect.
- 2.11. "**Engineer-in-Charge**" means any Officer appointed from time to time by Owner and notified in writing to the Contractor to act as Engineer-in-charge for the operation of the Contract on behalf of Owner.
- 2.12. "**Engineer-in-Charge's representative**" means any Officer appointed/ nominated from time to time by Owner or by the Engineer-in-Charge to perform the duties set forth in writing whose authority shall be notified in writing to the Contractor by the Engineer-in-Charge.
- 2.13. "**Foreign Currency**" means any currency other than the currency of the Employer's country.
- 2.14. "**GCC**" means these General Conditions of Contract.
- 2.15. "**Government**" means the Government of the Employer's Country.
- 2.16. "**Headings & Titles**" in these conditions as well as in the other sections of the Bid documents shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.
- 2.17. "**I.S.**" means Indian Standard Specifications issued by Bureau of Indian standards with latest amendment or revision.
- 2.18. "**JV/C**" means joint venture/consortium
- 2.19. "**Letter of Acceptance**" / Letter of Award" means the letter from Owner conveying acceptance of the Bid / offer subject to such reservations as may have been stated therein.
- 2.20. "**Month**" means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- 2.21. "**Party**" means the Employer or the Bidder, as the case may be, and "**Parties**" means both of them.

- 2.22. "**Personnel**" mean persons hired by the contractor or by any Sub-Contractor and assigned to the performance of the Services or any part thereof.
- 2.23. "**Quarter**" means a period of three consecutive months starting from the effective date of contract.
- 2.24. "**Rupees**" means Rupees in Indian Currency.
- 2.25. "**Services**" means services ancillary maintenance and other such obligations of the Contractor covered under the Contract.
- 2.26. "**Specifications**" means the specifications referred to in the Bid Documents and any modification thereof or addition thereto or deduction there from as may be from time to time furnished or approved in writing by the Engineer-in-Charge.
- 2.27. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented
- 2.28. "**Sub-Contractor**" means any person(s) and firm(s) or Company(s) engaged by the Contractor, other than the Contractor and its legal representative(s), successors and permitted assigns of such person(s) or firm(s) or company(s) engaged with prior written consent of Owner/Engineer-in- charge.
- 2.29. "**THDCIL / Corporation / Employer/ Owner**" means the THDC India Limited having its registered office at Bhagirathi Bhawan (Top Terrace), Bhagirathi Puram, Tehri (Garhwal), Pin 249001(Uttarakhand.) INDIA, and shall include their successors and/or permitted assigns.
- 2.30. "**Temporary works**" means all temporary works of every kind other than contractor's plant, equipment & machinery required in or about the execution and completion of the works and remedying of any defects therein at the contractor's cost. No payment shall be made by Corporation for such works.
- 2.31. "**The Work or Works**" spares and material to be supplied and work to be done by the Contractor under the scope of the Contract, including all preliminary and ancillary works necessary for fulfillment of the various conditions under the Contract. It shall include both permanent works & temporary works required for executing permanent works.
- 2.32. "**Third Party**" means any person or entity other than the Government, the Owner or the Contractor.
- 2.33. "**TS**" means Technical Specifications.
- 2.34. "**TOR**" means Terms of Reference.

2.35. **“Writing”** shall include any manuscript, typewritten or printed statement, under or over signature and / or seal as the case may be.

2.36. **“Week”** means seven consecutive calendar days.

2.37. Words in singular number shall also include the plural number and vice-versa where the context so requires.

3. COMPLETION PERIOD:

The schedule time period for the work shall be 78 months which includes 06 months for the different phases of software development, 12 Months warranty from the go-live date of the software and 60 Months post warranty Annual Technical Support.

4. CONTRACT DOCUMENTS

4.1. Priority of Contract Documents

Unless otherwise provided in the contract the priority of the contract documents shall be as follows:

- i) Agreement
- ii) Letter of Award
- iii) The Financial Proposal.
- iv) Special Conditions of Contract/ Terms of reference
- v) Technical Specifications & Flow Chart
- vi) General Conditions of Contract
- vii) All Forms, Annexure & appendixes submitted by the contractor
- viii) Instruction to bidders
- ix) Any other documents forming part of the Contract.

5. STANDARDS

5.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

6. PATENT RIGHTS

6.1. The Contractor indemnifies the Owner against all actions, suits, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement for any letters, patent designs, trade mark or name, copy right or other protected rights in respect of any machine, plant, work, material, things or system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor. All royalties and other similar payment, which may have to be paid for the use of such method as aforesaid (whether

payable in one sum or by installments or otherwise), shall be deemed to have been included in the Contract price.

- 6.2. In the event of any claim or demand being made or action or suit brought against the Owner in respect of any such matter(s) as aforesaid, the Contractor may be duly notified thereof, and he may conduct all negotiations for the settlement of such claims or demand and such action of suit may also be conducted by him.

7. PRICES AND PAYMENT

- 7.1. Prices quoted by the Contractor are for entire scope of the Contract, including all preliminary and ancillary works necessary for fulfillment of the various conditions under the Contract & shall remain FIRM without any variation till completion of the contract. However, any statutory variation in GST caused 15 days prior to the bid submission deadline and thereafter will be adjusted by the Owner upon due proof of liability and its payment.
- 7.2. The deduction of Taxes at Source from the payments shall be made as per Laws applicable at the time of making the payment.
- 7.3. Payments will be made to the account of Contractor according to the payment Schedule stated in TOR.
- 7.4. All Payments of contractor's bill shall be made by the corporation only through electronic mode or by transferring payment to the contractor's account provided by the contractor directly (as per **Annexure-A**)

8. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by written amendment with the consent of both the parties.

9. ASSIGNMENT

The Contractor shall not assign, in whole or in part, his obligations to perform under the Contract except with the Owner's prior written consent. Such assignment shall not relieve the Contractor from any liability or obligation under the Contract.

10. SUB-CONTRACTS

Sub-letting and sub-contracting of the contract will not be allowed.

11. PERFORMANCE SECURITY

- 11.1. The contractor for due performance of contract, as specified in letter of Award, shall furnish Performance Security of five percent (5%) of the contract sum in any one of the following form:
- a) By pay order/demand draft in favour of THDC India Ltd.
 - b) Irrevocable Bank Guarantee in prescribed form (Annexure-I) from a Nationalized/ Scheduled Bank.
 - c) Fixed Deposit Receipt issued by Nationalized/ Scheduled Banks endorsed in favour of THDCIL.
 - d) Post Office, National Defence Deposit Certificate, duly endorsed in favour of THDC India Ltd. The Performance Security will be retained/kept valid for a period of 30 days beyond the date of completion/extended date of completion of the contract and completion of the defect liability period, whichever is later.
- 11.2. The Earnest Money Deposit (EMD) furnished by the contractor alongwith the tender shall be adjusted towards security deposit. In case the contractor fails to furnish the security as aforesaid within the specified time the Corporation shall have the right to forfeit the earnest money deposit and to withdraw the letter of Award.
- 11.3. **Security Deposit (Retention Money):** In addition to the above mentioned Performance security the THDCIL is entitled to deduct the security deposit at the time of making any payment to the contractor for the work done under the contract in the following manner.
- 11.3.1. Deductions towards security deposit shall be made from all on account payments/ progressive payments @ 5% of each bill for completed works upto five percent (5%) of the contract sum. Half of the security Deposit so recovered will be refunded on successful completion of work i.e. after Go-Live date and balance half within 30 days of successful completion of 01 year of warranty period.
- 11.3.2. If the security is furnished in the form of bank guarantee the contractor has to extend the bank guarantee to cover the period of extension, if any, till the defect liability period. Failure on his part to do so shall be construed as breach of this contract and without prejudice to any other remedy provided in these conditions, the Corporation shall have the right to withhold payment and deduct the entire security amount from any money becoming payable to the contractor.
- 11.3.3. All compensation or other sums or money payable by the contractor to corporation under the terms of this contract may be deducted from or recovered by the sale of sufficient part of his security deposit or any other sum which may be due or may become due to the contractor by the corporation on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter deposit the amount by which his security deposit have been so reduced.

11.3.4. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the corporation as part of the security deposit and bank goes into liquidation, or for any other reason is unable to make payment against the said fixed deposit receipt the loss caused thereby shall be borne by the contractor and the contractor shall forthwith or on demand furnish additional security to the Corporation to make good the deficit.

11.3.5. Bank Guarantee, Bank Drafts, Govt. Securities, fixed deposit receipt as aforesaid shall be valid for one month after the date of expiry of Defects liability period under the contract.

11.3.6. Govt. papers tendered as security shall be taken at their face value only.

11.3.7. Recovery of additional security deposit due to variation over award price:

If the value of work being executed exceeds the award price due to quantity variation/ introduction of new/ extra/ substituted items, additional security to the extent of 10% of the excess over the award price (excluding price adjustment payments as provided in the contract) shall be recovered from the contractor's bill. At the end of execution of work, 10% of the total value of work executed should be available towards security deposit.

12. TERMINATION FOR DEFAULT

12.1. The Owner may, without prejudice to any other remedy for breach of Contract, after giving thirty days prior written notice of default to Contractor, terminate the Contract in whole or in part if :

12.1.1. The Contractor fails to deliver any or all of the goods and /or fails to perform other services within the time period(s) specified in the Contract or any extension thereof granted by the Employer.

12.1.2. The Contractor fails to perform any other obligation(s) under the Contract.

13. NOTICES:

13.1. Service of Notices on Contractor

All certificates, notices or written orders to be given by the owner or by the Engineer- in-Charge to the Contractor under the terms of the Contract shall be served either by sending by post to or delivering the same to the Contractor's office on site or his principal place of business, such other address as the Contractor shall nominate for this purpose.

13.2. CHANGE OF ADDRESS

Either party may change a notified address to another address by prior written notice to the other party.

14. SUSPENSION

The Employer may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

15. TERMINATION OF CONTRACT FOR OWNER'S CONVENIENCE

The owner shall be entitled to terminate this contract at any time for the owner's convenience after giving thirty days prior notice to the contractor. The contractor shall be paid for the work till the date of termination of contract for owner's convenience.

16. GOVERNING LANGUAGE

Contract shall be written in ENGLISH language as specified in the 'Instructions to bidders'. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language.

17. SETTLEMENT OF DISUPTES

17.1. Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the Success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

17.2. Dispute Resolution / Arbitration

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement.

Except where otherwise provided in the contract, all disputes and differences arising under / out of or in connection with this contract shall be referred to the Sole arbitration of a person appointed by the Chairman and Managing Director, THDC INDIA LIMITED. The arbitrator appointed can be a serving officer of the Corporation. The arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation act 1996 or any statutory amendment thereof.

18. JURISDICTION:

All disputes or differences arising under / out of or in connection with this contract shall be subject to the exclusive jurisdiction of the Courts at Uttarakhand / New Delhi.

19. GOVERNING LAW:

This contract shall be construed according to and subject to Laws of India.

20. HEADINGS:

The headings shall not limit, alter or affect the meaning of this Contract.

21. LIQUIDATED DAMAGE

21.1. Time is the essence of the contract. Delivery of the goods and performance of services shall be made by the contractor in accordance with the time schedule specified in Technical Specification.

21.2. Subject to Clause 3.22.1 here in above and Clause 3.26 herein below, a delay by the contractor in the performance of delivery obligations, shall render the contractor liable to the imposition of Liquidated Damages pursuant to Clause in SCC, unless an extension time is agreed upon pursuant to clause 3.27.2 without the application of Liquidated Damages.

22. COMPLIANCE WITH LAWS:

The contractor shall, in performing the contract, comply with all applicable laws. The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the laws in relation to the execution and completion of the works and the remedying of any defects; and the Contractor shall indemnify and hold the Owner harmless against and from the consequences of any failure to do so.

23. LABOUR LAWS

The contractor shall comply with all the relevant labour laws applicable to the contractor's personnel, including laws relating to their employment, health, safety, welfare etc. and shall allow them all their legal rights. The contractor shall require his employees to obey all applicable laws including those concerning safety at work.

24. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

25. FORCE MAJEURE

25.1. Definition

25.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

25.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Party or such Party's Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

25.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

25.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and (b) has informed the other Party as soon as possible about the occurrence of such an event.

25.3. Measures to be taken

25.3.1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay

25.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

25.3.3. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure

26. EXTENSION OF TIME FOR COMPLETION

- 26.1. The contractor may claim an extension of time for completion if he is or will be delayed in completing the works by any of the following causes:
- a) Extra or additional works ordered in writing.
 - b) Delay by any other contractor engaged by THDCIL.
 - c) Force majeure.
- 26.2. If at any time during performance of the contract the contractor should encounter conditions impeding timely delivery of the goods and performance of services, the contractor shall promptly notify the Owner in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice to the owner shall evaluate the situation and may at his discretion extend the contractor's time for performance with or without Liquidated Damages, in which case extension shall be notified by amendment to the contract.
- 26.3. Delay caused by any other Contractor engaged by THDCIL will be applicable for extension of time, in case such delay has affected the work of the contractor and he has given due notice to the owner.

Under the provision of this clause Contractor will not be entitled for compensation of any kind/claim from THDCIL except for an extension of time period only to complete the work unless otherwise specified in the contract.

27. EFFECTIVE DATE:

The Effective Date is on the 15th day of issuance of letter of award. The contractor shall begin carrying out the services from the effective date

28. TAXES AND DUTIES :

- 28.1. The Goods and Service Tax (GST) shall be payable extra at the prevailing rate. All other Taxes, Duties & Levies etc. shall be inclusive in the quoted prices and any variation in such taxes shall be borne by the Contractor. THDCIL shall not entertain any claim of the Contractor for variation in these Taxes.
- 28.2. The Goods and Service Tax (GST) paid by the contractor (as per the quoted GST) shall be reimbursed by the Owner on production of proof of deposit of GST with the concerned Authorities. THDCIL's liability for reimbursement of GST shall be restricted to the rates and amount at which this Tax shall have correctly been levied. THDCIL will not reimburse the taxes and duties to the extent wrongly paid by the contractor or wrongly demanded by the concerned authority. The Contractor shall be responsible for payment of all Taxes, Duties and Levies etc.

- 28.3. The deduction of Taxes at Source from the payments shall be made as per Laws applicable at the time of making the payment.
- 28.4. Any increase and / or new imposition of Taxes, Duties and Levies in India other than Income Tax shall be paid by the bidder/contractor and the same shall be reimbursed to them on production of documentary evidence of increase / new imposition and proof of its payment to concerned Govt. Authorities. If there is any reduction in above, the same is to be passed on to the client by the Contractor.
- 28.5. Any Taxes, Duties and Levies imposed on the Contractor including Business Tax, Corporate Income Tax, Personal Income Tax on expatriate personnel inside/outside India shall be borne by the Contractor and no claim whatsoever shall be admissible in this regard.
- 28.6. Works / Contract Tax / Turnover Tax or any similar tax, etc., wherever applicable, shall be borne by the Contractor. The Corporation shall not entertain any deviation whatsoever in this respect. The rates quoted by the Contractor shall be deemed to be inclusive of all such taxes.

29. Deduction of Tax at Source :

Payments due to the Contractor under this Contract shall be made by the owner after such deduction of tax at source or withholding tax as may be required under any law of State or Central Govt. in force from time to time in this regard. The Contractor shall receive only net sum, after deduction of tax/withholding tax referred to above. A certificate of such deduction of tax / withholding tax shall be issued by the owner as required under law.

30. The Contractor shall ensure that all taxes, duties, levies etc are paid by him and / or his personnel in time and other obligations under the relevant tax laws are promptly and properly discharged. The contractor shall indemnify Owner from any loss, cost / expense or damage arising out of any such default on the part of the Contractor and/ or his personnel.

31. VARIATION IN QUANTITY:

- 31.1. The quantities of individual item(s) for scanning/digitization indicated in Bill of Quantities (BOQ) are tentative and may vary depending upon the actual requirement. The actual quantity for scanning/digitization of individual item may increase only up to 20% of the quantity of that item mentioned in BOQ.
- 31.2. The payment shall be released only for the actual volume/quantity of the work executed by the Contractor.
- 31.3. Contractor has to execute the individual items on the awarded rates for the variation limit as stated above in clause 3.32.1
- 31.4. Under no circumstances, the contractor shall at any stage suspend the work on his own.

Section – V

TERMS OF REFERENCE (ToR)

A. INTRODUCTION-COMPANY PROFILE

1. THDC India Limited is a leading Power Sector and profit making Public Sector Enterprise and registered as a Public Limited Company in July-88 under the Companies Act, 1956. THDCIL was conferred 'Mini Ratna – Category – I' status in October 2009 and upgraded to Schedule 'A' PSU in July 2010 by Govt of India. Equity of company was earlier shared between Govt. of India and Govt. of UP in the ratio of 75:25. After Strategic Sale, Equity in THDC India Limited is shared between NTPC Limited and Government of UP in a ratio of 74.496 and 25.504.
2. The Authorized Share Capital of the Company is Rs. 4000 Cr. THDCIL started earning profits from first year (2006-07) of commercial operation of its maiden project i.e. Tehri HPP (1000 MW) and THDCIL is a consistently profit-making company since then.
3. THDCIL was constituted with the sole objective to develop, operate & maintain the 2400 MW Tehri Hydro Power Complex and other Hydro projects. The 2400 MW Tehri Hydro Power Complex comprises of (1) Tehri Dam & HPP (1000 MW), (2) Koteswar HEP (400 MW) and (3) Tehri PSP (1000 MW).
4. The Corporation has grown into a multi-Project Organization, with Projects spread over various States as well as neighboring country, Bhutan. Presently, THDCIL has a portfolio of different projects (Hydro, Thermal, Wind & Solar), which includes 1587 MW Operational and balance under various stages of development / implementation. In addition, a number of Projects in the country are in the business development stage.
5. Presently, THDCIL has three operational hydro power plants namely Tehri HPP (1000 MW), Koteswar HEP (400 MW), Dhukwan Small HEP (24 MW), two operational Wind Power Plants namely Patan Wind Farm (50 MW) and Devbhumi Dwarika Wind Farm (63 MW) and one Solar Power Plant at Kasargod, Kerala (50 MW). Two hydro power projects namely Tehri PSP (1000 MW) & VPHEP (444 MW) and one Thermal Project namely Khurja STPP (1320 MW) are under construction. Ministry of New and Renewable Energy (MNRE) has allotted THDCIL to develop Ultra Mega Renewable Energy Power Parks (UMREPP) through SPV/JVC in the state of Uttar Pradesh and Rajasthan. JV Company namely TUSCO limited has been registered on 12.09.2020 and in the initial phase, JV is planning to develop 600 MW capacity of Solar Park, each at Jhansi and Lalitpur District of UP.
6. "TREDCO RAJASTAN LIMITED" is a Joint Venture Company of THDC India Limited and RRECL (A state PSU OF Govt. of Rajasthan) was incorporated on 25th March 2023 for development, operation and maintenance of 1000 MW Capacity Ultra Mega Renewable Energy Power Parks (UMREPP) in state of Rajasthan.
7. Further, THDCIL has also diversified to provide specialized Consultancy services in the Power Sector.

B. LAND ACQUISITION AND REHABILITATION & RESETTLEMENT DUE TO CONSTRUCTION OF TEHRI HYDRO POWER COMPLEX

1. Due to the construction of the Tehri Complex, a total area of 5200 Hectares has been submerged. The spread of 02 lakes formed due to the construction of 260.50 m high Tehri Dam and 97.50m high Koteshwar Dam is 44 sq km and 2.65 sq km respectively at full reservoir levels (FRL).
2. Due to the construction of the Tehri Project, the Old Tehri Town and 125 villages are affected. 37 villages are fully affected and 88 villages are partially affected. Out of 125 affected villages, 76 villages are in Bhagirathi valley, 25 are in Bhilangna valley, 16 in Koteshwar valley and 08 were utilized for project colony and for development of New Tehri Town.
3. 4911.619 Ha of land has been acquired for the Project. This includes 2582.90 Ha of Forest Land, 44.429 Ha of Civil Soyam land & 2284.29 Ha of Pvt. land.
4. The rehabilitation plan has been broadly divided into Rural rehabilitation and Urban rehabilitation. Affected families under rural rehabilitation are categorized as “Fully affected” or “Partially affected”. The families whose 50% or more land is being acquired are treated as Fully affected. Those families whose less than 50% land is coming under submergence are categorized as partially affected.
5. 5291 Urban families were fully affected from Old Tehri Town and have been relocated to New Tehri Town, 5299 Rural families were fully affected and have been relocated at various rehabilitation sites and 6413 families were Partially affected which did not require relocation from nearby villages.
6. The project affected population upto EL 835 mts (Max reservoir level) have been rehabilitated at New Tehri town and at 18 various Rehabilitation sites developed in District Haridwar and Dehradun with civic facilities/ amenities, like electricity, irrigation, drinking water, roads, schools, dispensary, community center etc.
7. Rehabilitation is being implemented by the Govt. of Uttarakhand since 1997-98 for which funds are being provided by THDC India Ltd.
8. At present R&R of families affected due to collateral damages (landslides etc.) above EL 835 m is in progress. A Joint Expert Committee (JEC) is constituted to assess the affected area that the damages caused are due to the impact of reservoir or natural disaster. R&R is being done as per the recommendation of the JEC.
9. The Cost on R&R till date is approx. Rs 1800 Crores.

C. BACKGROUND

THDC India Ltd. has a well-established IT & communication infrastructure including high end servers and sufficient internet bandwidth etc. Presently THDCIL has web based application software for Financial Management System, Human Resource

Management System, Grievance Tracking System, Bill Tracking System, Project Management, Plant maintenance etc. All these applications are presently deployed on Windows Server 2012 R2. These applications are accessible through internet. The database for these applications is Oracle 12c.

In this context, THDCIL proposes Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families (Approx 20,000) of Tehri Hydro Power Complex (HPC) since the inception of the project in order to preserve the records, enhance productivity, searchability and increase accessibility.

D. SCOPE OF WORK

The broad scope of the work is as under:

Design, development/customization and implementation of a Software solution for document management, digitization/scanning of documents, storage, retrieval of documents w.r.t Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC) and Entry of R&R data into software w.r.t. land acquisition, total affected families (approx. 20,000) under Rural and Urban rehabilitation including compensation due w.r.t. affected land, house, trees etc., compensation paid, agricultural and residential plots allotted and various other rehabilitation benefits/grants given, training of users and 60 months Annual Technical Support contract. It includes office documentation, project documentation and all the records relating to the rehabilitation and resettlement of all affected families available at offices situated in THDCIL Tehri, Rehab Directorate New Tehri, Rishikesh, Dehradun and Haridwar.

1. The Office Documentation

The office documentation includes Office orders, Notes, Circulars, Government Orders, Minutes of Meetings, Manuals, Reports, Policies etc. and the Case Files relating to rehabilitation and resettlement of affected families.

2. Records relating to Rehabilitation and Resettlement

This includes all the records relating to the rehabilitation and resettlement of all families affected due the Tehri Hydro Power Complex available in the form of hard copies in files and documents kept in THDCIL- Tehri, SLAO Office at New Tehri, Rehabilitation Directorate- New Tehri and other offices at Dehradun, Rishikesh and Haridwar.

3. Volume

The documents are available either in files, maps, loose sheets (filed or pinned), bind book shape which may be typed/handwritten/printed papers and some in digital form (pdf/excel format).

4. Scanning

- a. Scanning is required to be carried out at THDCIL at Tehri, SLAO Office at New Tehri, Rehabilitation Directorate at New Tehri and other offices at Dehradun, Rishikesh and Haridwar.
- b. **Page Size:** - A0, A1, A2, A3, A4, A5, letter & legal.
- c. **Scanning mode & dpi:** - Simplex/Duplex, Primarily Black & white @ 200 dpi or more. However, there could be some color document for scanning.
- d. **Image saving:** - Individuals documents have to be stored in appropriate format with pre-defined naming conventions.

5. Features of Documents Management System (Software)

The features of the proposed Document Management System solution shall be as under:

- I. Easy to use dashboard interface.
- II. Support for uploading of various types of file format such as .docx, .doc, .odf, .txt, .pdf, .jpeg, .dwg, .bmp etc.
- III. Should handle scanned document images, electronic documents, video, audio, files, maps, emails and electronic data output from other applications. Web based capturing through scanning, automatic data capture.
- IV. Viewing multiple imaging feature like zoom-in / zoom out, rotation, navigation across the pages.
- V. Putting annotations like highlighter, sticky notes, lines etc. Store annotations in separate files and the original should not be changed. Provisions for taking printout with or without annotations.
- VI. The Software application should support web-based user management including Role-based access. The application will be web-based and the data shall be hosted on THDCIL Rishikesh servers only.
- VII. Each document shall have the Meta data such as Unit, department, subject-brief about document, references/links to old documents (e.g. the manuals/circulars having to the old document /circular/order) and R&R details like grants/allotment of land/shop/flat/compensation given to oustees as per R&R policy, etc.
- VIII. The Meta data/ attributes of the documents may differ for the category of the documents.
- IX. Document upload option should have the option for filling the details of Meta data as well as through uploading from text/excel files etc.
- X. Scrolling of latest documents uploaded in the home screen of the users.
- XI. Option to Mail to the authorized users.
- XII. Search option – The document can be searched on the basis of the Meta data / attributes provided/search within the documents. Saving the searched data and book marking. Advance search using Boolean and logical operators.

- XIII. Documents once uploaded can't be deleted from the system.
- XIV. Viewing /hits details.
- XV. Print /Download /email Option on selected documents.
- XVI. History of upload and download to be maintained.
- XVII. Security: Multiple levels of rights such as add, delete, view, print, copy, download, email. There should be groups, users in the system with access rights on files and folders. System should also provide the access right such as No permission, can search but cannot open the document, View only, view and annotate only, create new version but cannot delete the old version. Delete the documents.
- XVIII. Create / Delete /expire of login users.
- XIX. Support disaster recovery by replicating data at remote location.
- XX. Option for watermark on the pages.
- XXI. Audit trail of users and documents.
- XXII. Mobile app feature: The application can be accessed through the mobile.

6. Document Scanning Features

- I. Support all industry standard TWAIN/ ISYS compatible scanners.
- II. Support quick scanning and indexing of bulk documents. The stages of scanning, quality check and indexing shall be preferably mapped as stages in scanning solution.
- III. Automatic categorization and segregation of scanned images as different documents types based on barcode / page separator and manual page marking method.
- IV. Easy to use GUI for setting the scanning properties like indexing parameters.
- V. Support all the special image enhancement functionality offered by the scanner through the driver interface.

7. Indexing

a. Search and Retrieval

- i. Provide extensive search facility to retrieve documents.
- ii. Support saving of searches and book-marking of documents from search results.
- iii. Support search on custom defined Meta data / attributes for documents and folders.
- iv. Provide full text search for searching across contents of documents.
- v. In case of word or phrase search, text around the search term from the documents should be displayed in the search result. The words searched for shall also get highlighted providing the context of the document around the word(s).
- vi. Support advanced search using Boolean and logical operators like and, or, greater than etc.

E. TRAINING

The Bidder shall provide comprehensive **15 days training** to THDCIL's employees / staff giving details of all functional and technical features of the DMS software. The training shall be imparted within 12 months at locations specified by THDCIL. The bidder should provide a systematic training plan and get it approved from THDCIL. The Bidder shall also provide all the training material and documents pertaining to training. Infrastructure facilities for imparting training to the users shall be provided by THDCIL.

F. SECURITY OF THE APPLICATION

System Hardening and Security: The Developer shall implement necessary and applicable guidelines and recommendations as issued by CERT-IN from time to time to ensure security from hacking.

The software application should be secure for public access, necessary measures should be taken by the bidder/ developer. It should meet the security criteria for the web based application. It should be free from application risk listed by OWASP such as:

1. Injection
2. Broken Authentication
3. Sensitive data exposure.
4. XML External Entities (XXE)
5. Broken Access Control
6. Security Misconfiguration
7. Cross-Site Scripting (XSS)
8. Insecure de-serialization
9. Using Components with known vulnerabilities
10. Insufficient Logging & Monitoring.

G. KEY DELIVERABLES REQUIRED FROM CONSULTANT AT DIFFERENT MILESTONES

Bidder shall submit the following Documents / Reports:

| Sl. No. | Deliverables | Quantity |
|---------|--|---------------------------|
| 1 | Methodology and implementation plan | 1 Hard copy & 1 Soft copy |
| 2 | System study and requirement specifications | 1 Hard copy & 1 Soft copy |
| 3 | Detailed Test Plan and detailed Test Cases (Before start of testing by THDCIL) | 1 Hard copy & 1 Soft copy |
| 5 | Test Status Report after completion of Testing | 1 Hard copy & 1 Soft copy |

| | | |
|-----------|---|---------------------------|
| 6. | Complete software application consisting of all the procedural code with comments along with dependent libraries of the developed / customized software Application and script of all database objects used in the project) | Two copies in DVD/CD |
| 7 | User Manual, Administration Manual and Installation Manual | 1 Hard copy & 1 Soft copy |
| 8 | Project status Report on regular basis when required by THDCIL | 1 soft copy via email |

H. INTELLECTUAL PROPERTY RIGHTS / REQUIREMENT OF SOURCE CODE

1. For All the Software Applications/Software Programs/Source Code/Documents etc. developed/ generated under this contract, THDCIL shall have all Intellectual Property Rights and the vendor shall indemnify THDCIL against all associated legal risks with regard to any third-party claims with regard to these rights. THDCIL shall not own any responsibility with regard to usage of software / tools used for carrying out the work; Vendor /Bidder shall be solely responsible for using these software/tools.
2. The Software Applications/Software Programs/Source Code/Documents etc. developed/generated under this contract shall be owned by THDCIL and the bidder shall have no rights over the same. THDCIL has right to use the source code for the service support or any other purpose by its own or any external agency. Undertaking shall be furnished by the bidder in this regard.
3. The bidder may choose the components in such a way that the deployed solution is commercially supportable, and the component platforms can be procured from Open Market.

I. WARRANTY

The DMS software developed by the vendor shall be under warranty for a period of one (01) year from GO-LIVE Date.

1. During warranty period, bidder / developer shall mandatorily provide support (telephonic, email and visit etc) free of cost. The Support includes debugging, upgrades and updates (any changes sought by THDCIL or changes in Govt. rules).
2. For support during warranty period, necessary resource shall be provided by the bidder at THDCIL- Tehri as per requirement. THDCIL shall communicate the requirement through telephone / email/ Letter/ Fax. The vendor will deploy the manpower, who are skilled and capable of doing work as mentioned at site within

five (05) working days for normal requirements, two (02) working days for urgent requirements after reporting /communication.

3. The issues reported during the warranty period (i.e., 12 months) have to be resolved by the contractor. In case the issues reported in warranty period are not resolved, the warranty period shall be extended accordingly.

J. POST WARRANTY ANNUAL TECHNICAL SUPPORT

1. Post Warranty Annual Technical Support shall be provided by the bidder for **05 years** after completion of warranty period. This includes Debugging, Updation & Up-gradation of the application due to changes in Govt/ Statutory guidelines, modifications/ new requirements/ changes in the developed software application, Testing, Closure of vulnerabilities found in security audit of application, updation of User / Administration / Technical Manual.
2. For support during post warranty period, necessary resource shall be provided by the bidder at Tehri office as per requirement. THDCIL shall communicate the requirement through email/ Letter/ Fax. The vendor will deploy the manpower, who are skilled and capable of doing work as mentioned at site within five (05) working days for normal requirements, two (02) working days for urgent requirements after reporting /communication, if the problems are not resolved by the contractor.
3. Proper version number shall be maintained by the Contractor.
4. While developing / modifying the codes for carrying out changes in the software application, Bidder shall follow the guidelines of OWASP for top 10 vulnerabilities.
5. Bidder shall provide the email ids, Fax and telephone numbers of the persons responsible for resolving the issues related to the DMS.
6. While deploying the required changes in application, the other functionalities of existing application should not be changed /disturbed. In case functionalities are affected, vendor shall deploy the manpower immediately at THDCIL Tehri without any delay to debug the application. Vendor shall not be paid for such visits.

K. WORK COMPLETION PERIOD

1. The schedule time period for the work shall be **78 months** which includes **06 months** for the different phases of software development, **12 months** warranty from the go-live date of the software and **60 months** post warranty Annual Technical Support. The Agency may start scanning/ Digitization of R&R records parallelly and start entering the R&R data into the software as soon as the software is ready/ developed with the help of staff provided by Rehab Directorate at New Tehri/ THDCIL.

The details to be uploaded into software shall include land acquisition data, R&R of total affected families (approx. 20,000) under rural and urban rehabilitation including compensation due w.r.t. affected land, house, trees etc., compensation paid, agricultural and residential plots allotted and various other rehabilitation benefits/grants given.

2. **Go-Live date** shall be after 30 days from successful hosting of DMS software at server specified by THDCIL. The issues reported during the Go-Live period i.e. 30 days have to be resolved by the bidder. In case the issues reported in go-live period are not resolved, the Go-Live period shall be extended accordingly.

L. SECRECY AND CONFIDENTIALITY

1. Rehab Directorate/ THDCIL will share required information to the successful bidder for carrying out the work. The bidder should not misuse the information as part or full and shall not pass on to any third party. The bidder has to maintain the secrecy and confidentiality of the information. Rehab Directorate/ THDCIL shall share required data / information to the successful bidder.
2. The bidder shall have to submit request for seeking any information from Rehab Directorate/ THDCIL to carry out the work and the bidder has to give undertaking for such information for secrecy and confidentiality. In any case at any point of time during the contract period or in future if the bidder is found to have violated the secrecy and confidentiality clause, then the bidder shall be liable for civil and criminal action as available to THDCIL under law.
3. All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and / or restricted in nature by the developer and he shall not divulge or allow access to them by any unauthorized person.
4. The developer shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) with applicable amendments, applies to them and shall continue so to apply even after the execution of such works under the contract.

M. TESTING AND ACCEPTANCE

1. The goal of Testing & Acceptance is to ensure that the application meets specified requirements, standards, specifications and performance. The bidder shall submit detail test plan for Functional Tests, Performance & Operational Tests (Test cases).
2. The testing of Application Software will be carried out by the developer. Due to complexity of the process, some test cases, if any, may be provided to developer by THDCIL to facilitate the proper testing of software at developer end. The bidder shall submit the final test report after completion of successful testing and

obtain the User acceptance of testing of the software from THDCIL. During users' acceptance test (UAT), the resource of the contractor shall be available for facilitating the smooth testing.

3. After successful User Acceptance Testing and Security Audit of software, same shall be deployed and implemented by the developer.
4. After implementation, bidder shall submit the implementation report to THDCIL and get the acceptance of the software.

N. SERVICES AND FACILITIES TO BE PROVIDED BY THDCIL/ REHAB DIRECTORATE

1. The bidder may visit Rehab Directorate/ THDCIL and other offices as required by the project at their own cost to understand the existing System before submitting the Bid.
2. During the entire period of the Contract (including development / customization phase till Go-Live Date, Warranty Period, Post Warranty Period, etc.), all the arrangements including transportation/ vehicle, lodging and boarding etc. for Contractor or his representative(s), for carrying out the awarded work at Tehri/New Tehri/ Rishikesh/Haridwar/Dehradun or at any other location, shall be borne by the contractor. THDCIL shall not provide any such facility to the Contractor. However, boarding & lodging at project locations may be provided on chargeable basis depending upon the availability of guest house at projects.
3. Rehab Directorate/ THDCIL shall provide sitting/office space as per availability at Tehri/New Tehri/ Rishikesh/Haridwar/Dehradun or at any other location of THDCIL to carry out the work/activities related to the awarded work.

O. PRICES AND PAYMENT

1. Prices quoted by the Contractor are for entire scope of the Contract, including all preliminary and ancillary works necessary for fulfillment of the various conditions under the Contract & shall remain FIRM without any variation till completion of the contract. However, any statutory variation in GST caused 15 days prior to the bid submission deadline and thereafter will be adjusted by the Owner upon due proof of liability and its payment.
2. The deduction of Taxes at Source from the payments shall be made as per Laws applicable at the time of making the payment.
3. Payments will be made to the account of Contractor according to the payment Schedule.

P. PAYMENT TERMS

Item No.1 of Price Schedule for Design, Development/Customization, testing, security audit and Implementation of the Software solution for Document Management:

Payment to the developer shall be made as follows:

- I. 10% - On submission of Documents and Specifications pertaining to System Design & Development/customization, its finalization and acceptance by THDCIL.
- II. 40% - On completion of Testing of developed/customized software and submission of testing reports along with softcopy of tested software and acceptance by THDCIL.
- III. 10% - On completion of Security Audit of Application and submission of Certificate of Clearance issued by concerned Authorities for safe hosting of the software.
- IV. 30% - On successful installation and implementation of entire software application and submission of all deliverables and acceptance by THDCIL.
- V. 10% - After successful completion of one year warranty from the date of Go-live and certification by Engineer-in-charge.

2. Item No. 2 as per Price Schedule: Training

100% payment for training charges shall be made after successful completion of requisite training.

3. Item No.3 as per Price Schedule : Scanning

Payment for scanning charges shall be made on monthly basis for the actual quantity/work executed during that period on submission of Bill by the Contractor.

4. Item no. 4 as per Price schedule: Entry of R&R data into software w.r.t. land acquisition, total affected families (Approx 20,000) under Rural and Urban rehabilitation.

Payment for entry of R&R data into software shall be made on monthly basis, on Pro-rata basis for the actual quantity/work executed during that period on submission of Bill by the Contractor.

5. Item No. 5 as per Price Schedule for "Post Warranty Annual Technical Support":

Payment to the Contractor/Developer for Annual Technical Support (ATS) beyond the warranty period shall be made in four (04) equal quarterly installments against the price quoted for "Annual Technical Support" for the particular year (1st, 2nd, 3rd, 4th & 5th year). This payment shall be released at the end of the each quarter (interval of three months) of a particular year of Annual Technical Support.

6.Item No.6 as per Price schedule: Onsite Charges (Per person per day) for the person who is well versed with the software.

Payment for onsite charges (Per person per day) shall be made on monthly basis, on the actual Mandays provided during that period and on submission of Bill by the Contractor.

Q. The period for submission of performance security shall be 15 days and signing of contract agreement shall be 30 days from the date of issue of Letter of Award.

In case delay in signing of the Contract Agreement is caused due to non submission of the Performance Security within the stipulated time as mentioned in the LOA, a penalty shall be deducted from the RA bill (s) of the contractor as per the slabs given below. However, at any point of time THDCIL shall have the right to invoke the tender clause for forfeiture of EMD.

| Contract value (In Rs.) | Min. Penalty per week or part thereof (in Rs.) | Max. Penalty (in Rs.) |
|-------------------------|--|-----------------------|
| Up to 5 lacs | 500 | 2500 |
| >5 lacs to 10 lacs | 750 | 5000 |
| >10 lacs to 20 lacs | 1500 | 10000 |
| >20 lacs to 1 Cr. | 2000 | 20000 |
| >1 Cr. To 5 Cr. | 10000 | 1.0 lacs |
| >5 Cr. To 10 Cr. | 25000 | 2.5 lacs |
| >10 Cr. To 100 Cr. | 50000 | 5.0 lacs |
| >100 Cr. To 1000 Cr. | 2.0 lacs | 20.0 lacs |
| >1000 Cr. | 5.0 lacs | 50.0 lacs |

Note:-

- i) For imposing the penalty (as above), delay period shall be considered as the period of delay in submission of performance security or in signing of contract agreement, whichever is lower.
- ii) In case of B.G. towards performance security, the date of submission of performance security shall be considered as the date on which communication by email/courier along with copy of B.G. is received by THDCIL on the address mention in the tender document.
- iii) In case of submission of performance security in other acceptable modes, the date of submission of performance security shall be considered the date of receipt of the performance security by THDCIL on the address mention in the tender document.

BOQ / Approved Cost Estimate

| Sl. No | Description/ Activities | Unit | Quantity | Rate per unit (Rs) | Amount without GST (Rs) |
|--------|--|---------|----------|--------------------|-------------------------|
| 1 | Design, Development/Customization, testing, security audit and Implementation of the Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families (Approx 20,000) of Tehri Hydro Power Complex (HPC) at THDCIL, Tehri alongwith one year warranty after Go-live date. | Lumpsum | 1 | 6000000 | 6000000 |
| 2 | 15 days training on the Software and Data entry as mentioned under SI No-1 above to users in batches. | Lumpsum | 1 | 500000 | 500000 |
| 3 | Scanning/ Digitization Charges per Page | | | | |
| | A0 Size | Nos | 15000 | 15 | 225000 |
| | A1 Size | Nos | 27500 | 10 | 275000 |
| | A2 Size | Nos | 54500 | 7 | 381500 |
| | A3 Size | Nos | 161500 | 4 | 646000 |
| | A4 Size/ Legal size | Nos | 2970000 | 1 | 2970000 |
| 4 | Entry of R&R data into software w.r.t. land acquisition, total affected families (Approx 20,000) under Rural and Urban rehabilitation including Compensation due w.r.t. affected land, house, trees etc, Compensation paid, Agricultural and Residential plots allotted and various other Rehabilitation benefits/grants given. | Lumpsum | 1 | 1000000 | 1000000 |
| 5 | Annual Technical Support (ATS) For Five years (Post warranty) | | | | |
| | First Year | Lumpsum | 1 | 500000 | 500000 |
| | Second Year | Lumpsum | 1 | 500000 | 500000 |
| | Third Year | Lumpsum | 1 | 500000 | 500000 |
| | Fourth Year | Lumpsum | 1 | 500000 | 500000 |
| | Fifth Year | Lumpsum | 1 | 500000 | 500000 |
| 6 | Onsite Charges (Per person per day) for the person who is well versed with the software and has minimum 3 years experience on such system/software. | Mandays | 36 | 10000 | 360000 |
| | Total Amount | | | | 14857500 |

Section – VI

(Annexure)

Annexure – A

Details of Bank Account

(Refer clause no 7.4 of GCC)

(To be submitted by the bidder on letter head)

Dated

.....
THDC INDIA LIMITED,
.....
..... (India)
Dear Sir,

Sub: Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC).

(Tender No.-THDC/TEHRI/PROC/Open/2023-24/30)

We, hereby authorize THDC INDIA Ltd to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

1. Name of the beneficiary:
2. Account
3. Address
4. Contact person
5. Telephone no. (with STD code)
6. E-mail ID
7. Bank particulars
 - A. Bank name
 - B. Bank account number, type of account
 - C. Bank telephone no. (with STD code)
 - D. Branch address
 - E. Bank fax no (with STD code)
 - F. Branch code
 - G. NEFT Code
 - H. MICR code of the Bank Branch

Signature of the authorized representative

Name _____
Designation _____
Name of the Bidder _____
Stamp of the Bidder _____

Annexure - B

FORM FOR POWER OF ATTORNEY

(Refer clause no 1.23.0 of Section-II-ITB)

(Notarized / non - judicial Stamp Paper)

Know all these presents that the undersigned, _____ of (Name)
M/s _____

_____ (Name of the
company) a company organized and existing under the laws
of _____ and having its
principal place of (Name of the Country) business
at _____ (complete address)

does thereby make constitute and appoint Shri _____
(Name) of M/s _____ (a corporation organized and existing under
the laws of _____ and having its principal (Name of the country)
place of business at _____) its true and lawful attorney in fact to enter
into joint venture agreement / and to offer and submit bid to THDC INDIA LIMITED for the
supply of goods and related services to the Tender no. **THDC/TEHRI/PROC/Open/2023-24/30** to
make sign and deliver documents necessary for or incidental to the offering and submitting
of such a quotation to negotiate, enter into, sign and deliver a contract with the said office
based upon the said- bid ; and to do any and all other acts necessary for or incidental to the
performance and execution of the powers herein expressly granted. Whereas the
undersigned is fully authorized to deliver such power of attorney to above named person /
company _____ in witness whereof, this power
of attorney is duly signed on _____

Yours faithfully,

(Name of Company)

(Name of officer)

Signature of Mr. _____ attested.

Signature attested by

Annexure - C

DECLARATION OF BIDDER

(Refer clause no 1.51.0 of Section-II –ITB)

Subject: Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC)

(Tender No.- THDC/TEHRI/PROC/Open/2023-24/30)

Sir,

We undertake that:

1. In competing for (and if the award of work is made to us for execution) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "***Prevention of Corruption Act, 1988***".

2. We are not under a declaration of ineligibility for corrupt and fraudulent practices or banned/debarred/suspended from transaction /business dealing by ministry of Power (Govt of India) or by THDC India Ltd. or appearing in the list of such bidders available on Central Public Procurement Portal (CPP Portal).

Signed by Authorized Signatory:

Name: _____

Designation: _____

Name of Bidder: _____

Date & Place: _____

Phone/ Fax/ Mobile/ Email: _____

Stamp & Seal: _____

Annexure-D

NO DEVIATION CERTIFICATE

(Refer clause no. 1.33.0 of ITB, Section-II)

- 1.0 This is to certify that our offer is in complete conformity with your tender No.- **THDC/TEHRI/PROC/Open/2023-24/30**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.
- 2.0 Any undeclared deviation coming into notice of the Owner shall be treated as withdrawn.

Signed by Authorized Signatory:

Name: _____

Designation: _____

Name of Bidder: _____

Date & Place: _____

Phone/ Fax/ Mobile/ Email: _____

Stamp & Seal: _____

Annexure – E

TENDER FORM

(Refer clause no. 1.39.0 of ITB, Section-II)
(On Letter Head)

To,
THDC INDIA Ltd.
..... (India)

Sub:

1. We have read and examined the following tender documents relating to the Tender No.- **THDC/TEHRI/PROC/Open/2023-24/30** dated _____ for the works of: **Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC)** be executed at Tehri_____
- I. a. Notice Inviting Tender
b. Information & instruction to bidders
c. General Conditions of Contract.
d. Special Conditions of Contract.
e. Amendment to above, if any.
f. Warranty
g. Schedule of quantities
- II. Technical Specifications
- III. Drawings
2. We hereby tender for execution of the works referred to in the documents mentioned in paragraph 1 above and the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the specifications designs, drawings and other details given therein and at the rates contained in Schedule of Quantities and within the period of completion.
3. We agree to keep this tender open for acceptance for **120** days from the due date of opening or extended date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.
4. A sum of Rs. _____ is hereby forwarded in form oftowards earnest money. We agree if we fail to keep the validity of tender open, as aforesaid, or we make any modification in the terms and conditions of our tender on our own accords and/ or after the acceptance of our tender if we fail to commence the execution of the works as provided in the documents referred to in paragraph above, we shall become liable for forfeiture of our earnest money as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, we agree to abide by any fulfill all the terms and conditions and provisions of the above-mentioned tender documents.
5. We certify that the tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your document, referred to in paragraph as contained in your document referred to in paragraph as contained in your tender documents, referred to in paragraph above and it is further certified that it does not contain any deviation to the aforesaid documents.

6. We have inspected and examined the site and its surroundings and have satisfied before submitting this tender in respect of the site conditions including but not restricting to the points as mentioned in 1.6.0" information and instructions for Tenderers" which may influence or affect the work or cost thereof under this contract.

Signature along with Seal of Bidder

Name _____
Designation : _____
Date : _____
Postal Address : _____
e-mail : _____
Phone : _____

Witness :
Signature : _____
Name _____
Designation : _____
Phone : _____
Address : _____
e-mail : _____

Annexure-F

WARRANTY FORM

(Refer clause no. 1.0.39 of ITB, Section-II)

(To be executed on non –judicial stamp paper in accordance with the stamp Act.)

To

M/s THDC INDIA Limited,

.....(India)

Subject: Bidder's Warranty against Tender No THDC/TEHRI/PROC/Open/2023-24/30 Dated:

_____ for the works of: Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC).

Dear Sirs,

THDC INDIA Ltd. having invited subject tender for the subject works to be executed at _____ We, M/s _____ (herein after referred to as the bidder) having its registered office at _____ being desirous of tendering in subject tender and having carefully studied all the tender documents consisting of Notice inviting Tender, Information and Instructions for bidders ,General conditions of contract, special conditions of contract Technical Specifications, Drawing (if any) time Schedule, Bill of Quantities, Local and site conditions.

We M/s _____ hereby, submit our tender and under take to keep our tender valid for a period of120.... days from the scheduled date/extended date of opening of tenders. "We hereby further under take that during the said period, we shall not vary/alter or revoke our tender during the validity period of our tender.

1. We are familiar with and undertaken to earnestly bill of quantities of the tender.
2. We have investigated the site and satisfied our self regarding the character of the work and local conditions that may effect the work or its performance.
3. We are satisfied that the work can be performed and completed required in the tender documents.
4. We accept all risks directly or indirectly.
5. We have no collusion with other contractors or with any other person in corporation to execute the said works according to the terms and conditions of the said tender.
6. We have not been influenced by any statement or promise of the terms and conditions of the Corporation but only by the tender documents.
7. We are financially solvent.
8. We have experience and competency to perform the contract to the satisfaction of the Corporation.
9. The statements submitted by the Contractor are true.
10. We are familiar with all general and special laws. Act, ordinances, Rules and Regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein. Should this tender be accepted, we also agree to abide by and fulfill and couple with all the terms, conditions and provision of the above mentioned tender documents except durations which have been specifically brought out in "Statement of deviations."

Place :

Date :

Signature & Seal of the Bidder
(Duly authorized to sign the tender
onbehalf of bidder)

Witness :

1. Name -----
Designation -----
Postal Address -----
2. - Name -----
Designation -----

Postal Address -----

Annexure-G**FORM FOR CONTRACT- AGREEMENT**

(Refer clause no. 1.47.0 of ITB, Section-II)

(On Non Judicial Stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand between THDC INDIA LIMITED,, a Joint Venture Company of Government of India and Government of Uttar Pradesh, registered and existing under the Laws of India and having its registered Office at Bhagarathi Bhawan (Top Terrace), Bhagarathi Puram, Tehri (Garhwal) PIN – 249001, Uttarakhand, India.(hereinafter referred to as the "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) on the one part and M/s _____, a Company/ Corporation registered / incorporated under the Laws of _____/ Companies Act _____, having its registered office at _____(hereinafter referred to as the "Contractor," which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS THDC INDIA LIMITED for its Project..... (hereinafter called the Project) at..... had invited tenders vide No.for the work

And whereas M/s had participated in the above referred tendering vide their proposal no. dt. THDC India Limited accepted their proposal vide letter of award no.dt. and awarded the contract for to M/s and whereas M/s have unequivocally accepted to undertake the work as per terms and conditions mentioned herein and in contract documents attached herewith.

Now therefore this deed witnesseth as under:

ARTICLE 1.0 CONTRACT DOCUMENTS

- 1.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the documents mentioned below incorporating amendments issued, if any, which are as fully a part of this contract as if herein setout verbatim or if not attached as if hereto attached.
 - i) General conditions of contract and Special Conditions of contract.
 - ii) Technical Specifications & Drawings
 - iii) Schedule of items / Bill of quantities.
 - iv) Agreed construction Schedule / Bar Chart
 - v) Deployment of Plant & Equipment
 - vi) Tender Form
 - vii) Warranty Form
 - viii) Letter of Award
 - ix)
- 1.2 The contract documents constitute full and complete understanding between the parties and terms of these presents. The parties declare that in entering the contract, they do not rely upon any previous correspondence and representation, whether expressed or implied and whether written or oral or any inducement, understanding or agreement of any kind not included within the contract documents and all prior negotiations, discussions, representations and understandings not included herein stand annulled.
- 1.3 Any modification/ amendment to the Contract shall be affected only by a written instrument signed by the authorized representatives of both the parties.

ARTICLE 2.0 SCOPE OF WORK

- 2.1 The contractor shall perform faithfully everything required to be performed and shall provide and furnish all the labour, materials and equipment required to perform and complete, in a workman like manner, all the work covered under the contract, in strict accordance with the drawings and specifications and conditions specified in contract documents as mentioned herein above at Article 1.0.
- 2.2 The scope of work shall also include all such items which are not specifically mentioned in the contract documents but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded.

ARTICLE 3.0 TIME SCHEDULE

- 3.1 The work under this contract shall commence fromand shall be completed and ready for handing over to the Engineer-In-Charge as per agreed construction schedule / Bar Chart.

ARTICLE 4.0 WAIVER OF RIGHTS

- 4.1 Neither the inspection by the OWNER or the Engineer-In-Charge or any of their officials, employees of agents nor any order by the OWNER or the Engineer-In-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by the OWNER or the Engineer-In-Charge nor any extension of time nor any possession taken by the Engineer-In-Charge shall operate as waiver of any provisions of the contract, or any power herein reserved, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

ARTICLE 5.0 SETTLEMENT OF DISPUTES

- 5.1 It is specifically agreed by and between the parties that all the difference or disputes arising out of the contract or touching the subject matter of the contract shall be decided as per relevant clause of the General Conditions of Contract.

ARTICLE 6.0 NOTICE OF DEFAULT

- 6.1 Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement.

In witness whereof, the parties through their, duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at.

For & on behalf of Contactor

For & on behalf of Corporation

.....

.....

WITNESS

1.

1.

2.

2.

Annexure-H

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause No. 1.31.0(c) of ITB)

(To be submitted on non-judicial stamp paper, purchased in the issuing bank, of value applicable in the state where Bank Guarantee is being executed and to be purchased in the name of the issuing Bank, which should be a Nationalized/ Scheduled Bank acceptable to the company)

To:

THDC India Ltd.

.....(India)

Dear Sir,

In accordance with your Notice Inviting Tenders for _____
under your specification no _____ dt.M/s _____
(hereinafter
called the Bidder which expression shall include their successor and assigns).

- Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with THDC India Ltd. (hereinafter referred to as "Corporation") amounting to Rupees _____ or alternatively the tenderer is required to submit 'Bank Guarantee' from a Scheduled Bank/ foreign bank acceptable to the Corporation, irrevocable and operative till 30 days after the validity of the offer, for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the tenderer has offered to furnish a Bank Guarantee for the sum of Rupees _____ to the Corporation instead of deposit of earnest money.

- Now therefore, we the _____ Bank a body corporate constituted under the banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 and having a branch office at _____ (hereinafter referred to as the Bank) do hereby undertake and agree to pay unconditionally on demand in writing by the Corporation, the amount of Rs. _____ (Rupees _____ only) to the THDC India Ltd. without any demur reservation or recourse.
- We, the aforesaid Bank, further agree, that the Corporation shall be the sole judge of and as to whether tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof the extent of the Earnest Money required to be deposited by the Tenderer in respect of said tender document and the decision of the corporation that the tenderer has committed such breaches and as to the amount or committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.
- We said Bank further agree that the Guarantee herein contained shall remain in full

force and effect until it is released by the Corporation and change in the constitution, liquidation or dissolution of the Tenderer, shall not discharge or our liability guaranteed herein.

5. It is further declared that it shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained or shall obtain from the contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.
6. The right of the Corporation to recover the said amount of Rs. _____ (Rupees _____ only) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been _____ raised by the said M/s (Tenderer) and / or that any dispute or disputes are pending before any authority / office tribunal or arbitrator (s) etc.
7. Notwithstanding anything stated above our liability under this guarantee shall be restricted to Rs. (Rupees _____ only) and our guarantee shall remain in force upto _____ and unless a demand or claim under the guarantee is made on us in writing within _____ months after the aforesaid date i.e. on or before the all the Corporation's rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
8. The undersigned has the power to issue this guarantee under bank Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary power to do so under the Power of Attorney granted to him by the bank.

Dated:

Signature_____

Place:

Name_____

Designation_____

In response of:_____

Witness:

1. Name
Address
2. Name ____
Address

Bank's Common Seal
Authorization No.

Annexure-I

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be submitted on non-judicial stamp paper, purchased in the issuing bank, of value applicable in the state where Bank Guarantee is being executed and to be purchased in the name of the issuing Bank, which should be a Nationalized/Scheduled Bank acceptable to the company)

No. _____

Date: _____

To:
THDC India Ltd.
..... (India)

Dear Sir,

In consideration of your agreeing to accept the security deposit of Rs. _____ (Rupees _____ only) furnish-able to you by M/s..... hereinafter referred to as "Contractor" which expression shall unless repugnant to subject shall include its successors and assigns in terms of their Contract/ LOA No. _____ dt.....for the work of with you pursuant to your invitation to such tender and your General and Special conditions of the contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon and set forth or referred to in your contract/LOA No..... dt.....

Expression shall include formal contract between you and the contractor in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) having our Registered Office at and local Office at do hereby covenant and agree with you as follows:

- 1We undertake to indemnify you and keep you indemnified from time to time to the extent of (Rupees.....only) from and against losses and damages caused to or suffered by you due to reason of any breach or breaches on the part of contractor of any of the terms and conditions contained in the said contract and in the event the contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without demur or protest, pay to you such sum or sums not exceeding in total the said sum of Rs..... (Rupees.....only) as may be claimed by you to be due from the contractor by way of such losses and / or damages, costs, charges or expenses by reason of such default or defaults on the contractor.
2. Notwithstanding anything to the contrary your decision as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will unconditionally pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good and shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all

your dues under the said contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and

the contractor has produced a certificate of due completion of the work under the said contract and submitted a "No Due Certificate" provided always this guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and condition of the said contract or extend the time of performance of contract or to postpone for any time or from time to time any of your rights or power against the contractor and either to enforce or for bear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matter aforesaid or by the reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any variation or modification of the said contract or any other act, matter or thing whatsoever, which, under the law relating to securities, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees only) as aforesaid or extend the period of the guarantee beyond the said day of writing.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claim against the contractor here by guaranteed by us as aforesaid and we hereby expressly waive all our rights or surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the power, and provision herein contained are in addition to and not by way of a limitation or substitution for any other guarantee or guarantees here to force given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and the available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any suit or proceeding pending before any arbitrator, tribunal or court relating thereto.
14. It shall not be necessary for you to proceed against the contractor before proceeding against the bank for any legal action and the guarantee herein contained shall be enforceable against the bank, notwithstanding any security which you may have obtained or obtain from the contractor shall at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
15. Notwithstanding anything contained herein above liability under this guarantee is restricted to Rs.....(Rupees..... only) and this guarantee shall remain in force until and unless a written claim is lodged on us for payment under this guarantee withinmonths from the date of expiry of this guarantee i.e. on or beforeall your rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the memorandum and Articles of Association of the Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

For & on behalf of

Banker's Name)

Branch Manager

Banker's Seal

Authorization No

Address:_____

Witness:

1. Name
Address
2. Name ____
Address

Annexure-J

PROFORMA FOR INDEMNITY BOND FOR FREE ISSUE ITEM

(To be submitted on Non-Judicial stamp paper of value applicable in the State where bond is being executed. This should be signed by the person who has got power of Attorney to execute such bond)

Ref. No.

Dated.....

his indemnity Bond is executed by M/s proprietary firm/Partnership firm/Pvt. Ltd./ a company incorporated under the companies Act, 1956 having its registered office atin the state of hereinafter referred to as "Contractor" (Which expression shall unless repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) in FAVOUR OF THDC INDIA LIMITED, a company incorporated under companies Act, 1956 and having its registered office at Bhagirathi Puram, Tehri, Garhwal, hereinafter called as THDCIL (Which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and assigns.).

Whereas THDCIL and the Contractor have entered into a Contract no. Dated wherein the contractor has to execute the works as stipulated in the contract.

And whereas the aforesaid contract interalia provides for taking the delivery of some materials equipment/ components as listed in Annexure-1 along at Rs. attached herewith required for completion of the works. The Contractor shall indemnify THDCIL to the extent of the value of the material equipment and components received by the Contractor by executing indemnity bond in favour of THDCIL against loss or damage to them.

1. Now therefore, the condition of this bond is such that on utilization of materials/ installation of the components and equipment as per the contract, the Contractor's liability under this indemnity shall stand discharged and this Bond shall become void.
2. The Contractor hereby agree convenient and undertake with THDCIL that:
 - (a) We shall hold these material/ equipment/ components in our safe custody after receipt of material equipment and components in our possession and during transit.
 - (b) The said materials/ equipment and components will be held in trust by us for THDCIL and we shall not create any charge, trust, Hypothecation, rights of possession, pledge, lien, claim or encumbrance whatsoever thereon or any part thereof save and except the trust created in favour of THDCIL by us as stated above.
 - (c) The said materials/ equipment and components kept in trust shall be without prejudice to the provisions of the contract as to inspection or rejection by THDCIL.
 - (d) We undertake and declare that the materials/ equipment and components will be used for the only purpose and use as stipulated in the said contract and that they shall not be used otherwise without the written permission of the authorized officer of THDCIL specified in this behalf.
 - (e) We shall be entirely responsible and liable for the safe custody and protection of the said materials/ equipment and components against all insurable risk and we further agree and undertake that we shall indemnify THDCIL against any loss, damage or deterioration whatsoever of the said materials/equipment and components and the same shall at all times be open to inspection of any officer authorized by THDCIL. We shall take all precautions and care for safe and proper custody of the said materials/equipment and components. And use the same solely in execution of the order in accordance with the terms and conditions thereof and shall not in any way deal

with the said materials/equipment and components contrary to the interest of THDCIL. We shall also furnish statements, bills, status and utilization report and other records etc. as may be required by THDCIL from time to time about the said materials/equipment and components.

- (f) Should any loss or damage occur to any of the said materials/equipment and components or any refund becomes due, THDCIL shall be entitled to recover from us compensation for such loss or damages, the amount to be refunded without prejudice to any other remedies available to THDCIL by deduction from any sum due or any such sum which at any time hereinafter may become due to us under said contract or from any sum paid by us by way of Security Deposit etc.
- (g) We undertake to duly insure and keep insured at our cost the materials/equipment and components which are the subject matter of this bond for the full value thereof with insurance company as may be or is specified by THDCIL, against risk of loss, fire, theft, deterioration or damages for any reason whatsoever and to deliver to the photo copy of the policy of insurance to THDCIL and shall pay all the premium and other sums of money necessary for keeping the policy of insurance in force and to handover the receipt for such payment whenever called upon by THDCIL. We further undertake to keep such policy/policies in force till the time materials/equipment and components are utilized for the works as per aforesaid contract.
- (h) We confirm that once the materials are received by us they shall be deemed as accepted by us unless otherwise pointed out by us in writing a week after taking delivery. However, if any package/packages is/are found damaged or broken at the time of taking delivery, the same will be pointed out by us in writing on transporter's delivery challan in presence of transporter's representative and one copy of such delivery challan will be sent to THDC immediately thereafter by registered post.
- (i) In the event of failure to fulfill all our obligation under the said contract THDCIL will be entitled to take possession of the said materials/equipment and components remaining in our custody without prejudice to any claim and remedies under the said contract and under law.
- (j) In the event of any of dispute of difference arising under the terms of this Bond or in connection thereof, the courts at shall have the jurisdiction to the exclusion of all other courts.

Date :

Place :

For and on behalf of Contractor

Witness : _____

1- _____

2- _____

Encl. 1) Annexure

Annexure- K

RTGS/ NEFT Payment Details

(Refer clause no 1.13.0 of Section-II –ITB)

| SI No. | Details | To be filled up by Bidder |
|--------|------------------------|---------------------------|
| 1. | Tender No. | |
| 2. | Name of bidder | |
| 3. | Account No. | |
| 4. | Bank Name | |
| 5. | Branch Address of Bank | |
| 6. | PAN No. | |

A. Payment of cost of bid document

| SI No. | Details | To be filled up by Bidder |
|--------|------------------|---------------------------|
| 1. | Transaction No. | |
| 2. | Transaction Date | |
| 3. | Copy of receipt | Enclosed |
| 4. | Amount in Rs. | |

B. Payment of EMD

| SI No. | Details | To be filled up by Bidder |
|--------|------------------|---------------------------|
| 1. | Transaction No. | |
| 2. | Transaction Date | |
| 3. | Copy of receipt | Enclosed |
| 4. | Amount in Rs. | |

Signature of the authorized representative

Name_____

Designation_____

Name of the Bidder_____

Stamp of the Bidder_____

Annexure-L**Details Regarding Ex-Employees of THDC India Limited**

(On the letter head of the Bidder)

We furnish the details of ex-employees of THDC India Limited retired / resigned at the level of General Manager and above from THDC India Limited and subsequently have been employed by us:

| Name of Person and designation in THDC India Limited | Date of Retirement/ resignation from THDC India Limited | Date of joining and designation in bidder's organization |
|--|---|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Signature of the authorized representative

Name_____

Designation_____

Name of the Bidder_____

Stamp of the Bidder_____

Annexure-M**No Claim Certificate**

(Refer clause no. 5.1.0 (a) of GGC)

Name of the Contractor:

Contract No:

Name of the work:

Certified that I / we have no claim pending against work executed by me/ us against Contract Agreement no

Or

Certified that I/we have no claim pending against work executed by me/ us against Contract Agreement no except the following, which have already been submitted and pending.

| SI No | Particulars of Claim | Claim Amount | Claim pending with |
|-------|----------------------|--------------|--------------------|
| | | | |

This certificate is issued without any duress for the purpose of processing Final Bill of the work executed against the captioned agreement/ release of Performance Security.

Date:

Name and Signature
(Contractor/ Authorized Officer)

ANNEXURE-O

**Declaration regarding applicability of Micro, Small & Medium Enterprise under
MSMED Act, 2006**

DECLARATION / UNDERTAKING

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of :

(i) ☐ - Micro Enterprise

(ii) ☐ - Small Enterprise

(iii) ☐ - Medium Enterprise

Please tick in the appropriate option box ☐ and attach documents/certificate, if any.

B) I/We also undertake to inform the change in this status as a foresaid during the currency of the contract, if any.

(Authorized Representative of Firm)

ANNEXURE-P

Declaration regarding applicability of START-UPS UNDER START-UP INDIA INITIATIVE

DECLARATION / UNDERTAKING

- A) I/We confirm that the provisions of Startup India Initiatives are:
- (i) ☐ - Applicable to us and our organization falls under the definition of Startups.
- (ii) ☐ - Not applicable to us and our organization does not fall under the definition of Startups.

Please tick in the appropriate option box ☐ and attach documents/certificate, if any.

- B) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

Annexure-Q

BID SECURITY DECLARATION FORM

(On Letter Head)

To
M/s THDC INDIA LIMITED
..... (India)

Subject: Bidder's Warranty against Tender No. THDC/TEHRI/PROC/Open/2023-24/30_Dated :_____ for the work of _: Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC)

I/ We hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder,[Name of the bidder]..... , shall not be withdrawn or modified during the period of validity or extended period of validity from the bid opening date.

I/ We, on behalf of the bidder, [Name of the bidder]....., also accept the fact that in case the bid is withdrawn or modified during the period of its validity then [Name of the bidder]..... will be suspended for participation in the tendering process for the works of THDC INDIA LIMITED for a period of one year from the bid opening date of this work.

(Signature of the Authorised Signatory with date)
(Official-Seal)

Annexure-R

(CERTIFICATE OF FULL COMPLIANCE ON ITB CLAUSE-1.53.0 TITLED “Purchase Preference to Make in India”)**Bidder's Name and Address:**

To,
Procurement Department
M/s THDC INDIA LIMITED
Rishikesh,

Dear Sirs,

(i) We confirm that we fulfill the requirements of Local content for Class-I local supplier. The details of the location(s) at which the local value addition are as under:

| Sl.No. | Description of Goods & Services | Details of the location(s) at which the local value addition is made |
|--------|---------------------------------|--|
| | | |
| | | |
| | | |

(ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

We undertake that (in case the value of work is more than 10 Crore), a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."

In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

Date: (Signature).....
Place: (Printed Name).....
(Designation).....
(Company Seal).....

Annexure-S

Certificate of Full compliance on ITB Clause; Restrictions on Procurement from a bidder of a country which shares a land border with India
(On Letter Head)

To,
Procurement Department,
M/s THDC INDIA LIMITED
Rishikesh, Uttarakhand

Sub: Tender No- THDC/TEHRI/PROC/Open/2023-24/30 for the work of Design, Development/Customization and Implementation of a Software solution for Document Management, Digitization/Scanning of Documents, Storage, Retrieval of documents and entry of R&R data into software wrt Rehabilitation and Resettlement of affected families of Tehri Hydro Power Complex (HPC).

With reference to our subject bid proposal, we hereby confirm and certify that we fully comply ITB Clause titled Restrictions on Procurement from a bidder of a country which shares a land border with India. We have read, understood and accepted the ITB Clause titled Restrictions on Procurement from a bidder of a country which shares a land border with India and our bid is in compliance to this clause.

- 1) We confirm that if it is established that we have provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then our bid shall be rejected.
- 2) We further confirm that, if it is established that we have not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled Termination for contract and shall be dealt accordingly.

Date:

Place:

(Signature of the Authorized Signatory with date)
(Official-Seal)