

# THDC INDIA LIMITED

(Schedule-A Mini Ratna PSU)  
Ganga Bhawan, Pragatipuram, Bypass Road, Rishikesh  
Uttarakhand, India



## BIDDING DOCUMENT

FOR

Providing Project Management and Consultancy (PMC) Services to THDCIL for  
Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal  
Power Project at Khurja, Bulandshahr, UP

Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33

Procurement Department, THDC INDIA LIMITED,  
Gangotri Bhawan, Pragatipuram, Bypass Road,  
Rishikesh-249201, Uttarakhand-India

**September' 2023**

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# THDC INDIA LIMITED

(Schedule -A Mini Ratna PSU)

## SECTION-1

### NOTICE INVITING TENDER (NIT)

Annexure-A

**Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

**Subject: Providing Project Management and Consultancy (PMC) Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP**

THDC India Limited invites Bids from the following **bidders only on Limited Tender basis** through e-tendering for the subject work under Single stage "Single Part Bid System" complete in accordance with the following details and enclosed Bidding Document:

- 1) M/s Anzen Global Solution Private Limited, Bengaluru
- 2) M/s Power and Energy Consultant India Private Limited, New Delhi
- 3) M/s TATA Consulting Engineers Limited, Mumbai
- 4) M/s Gujrat Energy Research and Management Institute (GERMI), Gandhinagar, Gujrat

Sl No	Description of Item	Particulars
1)	Estimated Cost	<b>Rs 46,02,000.00</b> (Rupees Forty Two Lac Two Thousand), including GST
2)	Cost of Bidding Documents/Tender Fee	NIL
3)	Earnest Money Deposit (EMD)	NIL
4)	Tender Document Download / Sale / Submission Start Date:	<b>06.09.2023 10:00 AM</b>
5)	Tender Document Download / Sale / Submission End Date:	<b>27.09.2023 06 :00 PM</b>
6)	Bid Opening Date:	<b>28.09.2023 10 :00 AM</b>
7)	Duration of Contract /Completion Period	The time period for completion of Work shall be <b>09 Months</b> from Effective Date. 'Effective Date' shall be notified in the Letter of Award (LOA).
8)	Validity of Bid/Offer required	45 days from deadline of submission of bids.
9)	Currency of Bid	Indian Rupees (INR)

**B) Brief Scope of Work: Providing Project Management and Consultancy (PMC) Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP**

For detailed Scope of Work, Please refer **Section-5**, Terms of Reference (TOR).

**Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/ 33**

**A) Notes:**

- 1) Bids are invited through e-tendering by uploading and submitting the same on CPP (Central Public Procurement) e-procurement Portal website - <http://eprocure.gov.in/eprocure/app>.
- 2) The complete Bidding Document is available on CPP e-procurement Portal website-<http://eprocure.gov.in/eprocure/app>. The bidders may download the Bidding Documents accordingly after vendor registration.
- 3) All future amendments/corrigendum/addenda/clarifications, if any, shall be uploaded on the website <http://eprocure.gov/eprocure/app.in> only. Bidders shall keep themselves updated with all such amendments/corrigendum/addenda/clarifications.
- 4) The bidders are advised to visit two targeted hydro project sites, at their own cost and familiarize themselves with the site conditions.
- 5) The Bids are invited under Single Stage Single-Part Bid System. The Bid is to be uploaded & submitted on CPP e-procurement Portal website -<http://eprocure.gov.in> only in the prescribed format. No hard copy of the Bid shall be accepted.
- 6) However, certain documents (**as specified in Clause No. 9.0 of Section-2**) are to be submitted in physical form also on or before the due date & time of bid opening at the address given below.
- 7) The Bid shall be opened in presence of the bidders who choose to be present.
- 8) Conditional Bid may run the risk of rejection.
- 9) Bidders are requested to go through the complete Tender Documents before submission of their proposal/bid. Clarification, if any, may be obtained on the tender document before **07 days** in advance of bid submission date.
- 10) Any combination of Firms/Applicants in form of Joint Venture (JV) or Consortium is not permitted.
- 11) The Bidding Documents are not transferable. The tender shall be submitted only in prescribed form.
- 12) The Work is to be executed in line with the terms and conditions mentioned in the tender document.
- 13) Notwithstanding anything stated above, the owner i.e THDC India Limited reserves the right to accept or reject any or all the bids or split and to assess the capacity and capability of the bidder, in the overall interest of THDC India Limited, without assigning any reason whatsoever.

For further details please contact:

**General Manager (Procurement),**  
**THDC India Limited,** Gangotri Bhawan,  
Pragati Puram, Bye Pass Road, Rishikesh-249201, (Uttarakhand),  
Tel: 0135- 2473416, e-mail: mkrai@thdc.co.in,

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## **SECTION-2**

### **:: INFORMATION & INSTRUCTIONS TO BIDDERS ::**

#### **1.0 GENERAL:**

Tenders are invited on behalf of THDC India Limited (Schedule-A Mini Ratna PSU) having its registered office at Bhagirathi Bhawan, Bhagirathipuram, Tehri-249001 (Uttarakhand), India and its Corporate office at Ganga Bhawan, Pragatipuram, Bypass Road, Rishikesh-249201 (Uttarakhand), for the work mentioned in NIT(Section-1) of the Tender Documents. **The tender should be addressed to General Manager (Procurement), THDC India Ltd, Gangotri Bhawan, Pragatipuram, Bypass Road, Rishikesh-249201 (Uttarakhand)** and uploaded & submitted on CPP (Central Public Procurement) e-procurement Portal website-<http://eprocure.gov.in/eprocure/app>.

#### **2.0 CLEAR UNDERSTANDING:**

The tender shall be submitted only in the prescribed form and tender documents are not transferable. When the bidder submits his tender in response to the bidding document, he shall be deemed to have understood fully about the requirements and terms & conditions. No extra payment will be made on the pretext that the bidder did not have a clear idea of any particular point at a later date. The time and date of delivery are the essence of the Contract and the work/services must be delivered within the time and subject to the conditions specified. Otherwise THDCIL shall have the option to cancel the whole or any part of contract and or arrange the work/services from alternative source at risk, responsibility and cost of Consultant without making any reference to them. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

#### **3.0 LANGUAGE OF BID:**

Language of bid and all correspondence and documents relating to the bid exchanged between the bidder and the Owner shall be English 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.

#### **4.0 ACCEPTING AUTHORITY:**

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/Tender.

#### **5.0 FRAUD AND CORRUPTION:**

5.1 The owner 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.

For the purpose of this provision, the owner defines the above terms as follows:

- a. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b. "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;
- c. "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;
- d. "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;

e. "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.

5.2 The owner 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 Consultant or any of its representatives, during the bidding process or the execution of the contract.

5.3 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices/ poor performance / failure issued by the Govt. of India/State Govt./Govt. Dept./PSUs/Banks. A declaration to this effect shall be submitted by the bidder as per enclosed **Annexure-'E'**.

## **6.0 CONTENTS OF BID DOCUMENTS:**

6.1 The bidding documents consist of 7(seven) sections, indicated below:

<b>Section</b>	<b>Description</b>
Section-1	Notice Inviting Tender (NIT)
Section-2	Information & Instructions to Bidders (ITB)
Section-3	General Conditions of Contract (GCC)
Section-4	Special Conditions of Contract (SCC)
Section-5	Technical Specifications / Terms of Reference (TS/TOR)
Section-6	Annexure, Appendix and Forms
Section-7	Price Schedule

6.2 The works, goods and services required, bidding procedures and Contract terms are prescribed in the bid documents. The bidder is expected to examine all instructions, forms, terms and conditions and specifications in the bid documents. Failure to furnish any information required as per bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the bidder's risk and may result in the rejection of his bid.

## **7.0 AMENDMENT / CLARIFICATION TO BIDDING DOCUMENTS :**

7.1 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/ clarifications will be hosted in the CPP Portal website - <http://eprocure.gov.in/eprocure/app>.

7.2 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 **07 days** in advance of bid submission date at the owner's mailing address.

7.3 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.

7.4 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.

- 7.5 Downloading/ Issuance 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 owner.
- 7.6. The bidders should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto on their part. The consequences of the lack of any knowledge as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Corporation.
- 7.7 Heading shall not be interpretation of clause.

#### **8.0 ONLINE BIDDER REGISTRATION ON THE WEBSITE:**

- 8.1 The bidders can enroll themselves on the website <http://eprocure.gov.in/eprocure/app> using the option "Click here to Enroll". Possession of a Valid Class-III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 8.2. For participating in THDCIL's Tenders under e-tendering mode digital Signature Certificate is a mandatory requirement for the bidders. Bidders are therefore requested to procure digital signature and get the same updated in their profile. Department shall not be liable for any consequences resulting due to non adherence to these instruction.
- 8.3 For registration on the website-<http://eprocure.gov.in/eprocure/app>, the prospective bidders are required to provide PAN, TIN etc as mentioned in the e-registration procedure.
- 8.4 The procedure in regard to the registration for e-tendering, downloading of the tender document and up loading & submission of the bids on the CPP (Central Public Procurement) e-procurement Portal is given on the website - <http://eprocure.gov.in/eprocure/app>. The said web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process.

#### **9.0 DOWNLOADING AND SUBMISSION OF TENDER:**

- 9.1 The bidders are requested to download the entire bidding documents from CPP (Central Public Procurement) e-procurement Portal website- <http://eprocure.gov.in/eprocure/app> from date and time prescribed in the NIT (Section-1), after online bidder registration on the above website.
- 9.2 After the required registration for e-tendering is completed the prospective bidder can download the bid documents.
- 9.3 The tender is invited under e-tendering process. The bidder shall submit the Bid through Electronic mode (soft copy) only. After online bidder registration on the above website, they will be able to participate in e-tendering process.

However, the Power of Attorney in original (**Annexure-D**), Bid Security Declaration (**Annexure-G**) and Integrity Pact (**Annexure-N**) is to be submitted in physical form also on or before the due date & time of bid opening at the address mentioned under clause 1.0 of ITB in a sealed envelope with the clear marking on the top of the envelop "Power of Attorney in respect of Tender **Tender No: THDC/RKSH/AP/PROC/LTD/2022-23/22** to be opened on.....(as mentioned in NIT) :



- 9.4 The Owner will also not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 9.5 The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder :
- a. If the tender is submitted by an individual, it shall be signed by him above his full name and current business address.
  - b. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
  - c. If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses or by a partner holding the power of attorney for the firm for signing the tender in which case a certified copy of the power of attorney shall accompany the tender.  
  
A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
  - d. If the tender is submitted by a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender.
  - e. The submission of tender by Joint Venture(JV) / Consortium is Not permitted.
  - f. All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.
  - g. 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 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-'D'**). All pages of the bid shall be initialed by the person(s) signing the bid. The bidder may also upload & submit the digitally signed bid.
- 9.6 All technical details complete with drawings and catalogues, if any, along with commercial terms and conditions should be scanned and uploaded in the website.
- 9.7 The bids are to be submitted electronically in e-tender mode and discount provision is not available. Any discount submitted along with the bid will not be considered for evaluation.
- 9.8 No deviation is acceptable. The bidder shall accept the bid conditions without any deviation and shall submit the bid in conformity to bid terms & conditions and specification.
- 9.9 The price(s) must be quoted strictly in Price Bid format available in the website <http://eprocure.gov.in/eprocure/app>. Bid shall be uploaded on the portal <http://eprocure.gov.in/eprocure/app> only. No hard copy of the bid shall be accepted.
- 9.10. The bid & the subsequent correspondence should be signed by an authorized person holding power of Attorney to do so.
- 9.11 In the case of a company, the tender should be executed in the manner as laid down in the said Company's Articles of Association.

- 9.12 Bidder is required to submit the Tender Document duly signed and stamped as a token of acceptance of THDCIL's terms and conditions. Submission of offer by the bidder shall be treated as acceptance of all Terms & Conditions mentioned in Tender Document without any deviation.
- 9.13 The bidders should ensure the submission of their bids on or before the due date & time of bid submission as mentioned in NIT. Bids submitted/received after the due date and time of submission will not be considered and are liable to be rejected.
- 9.14 No bidder should submit more than one bid. If a bidder submits more than one bid the bidder shall be disqualified.
- 9.15 The bidder shall submit/upload the self certified documentary evidences based on which evaluation is to be made and financial situations. However, the original documents/certificates shall be produced by the bidder for verification, if required by the Owner at any time. Further, the bidder shall be required to furnish a declaration along with his bid as per **Annexure-'J'** for Self Declaration of Proof of Documentary Evidence.
- 10.0 BID FORMS:**  
The bidders shall fill and complete in all respects various bid forms, data sheets, annexure and the price schedule(s) attached with the bid documents.
- 11.0 COST OF BIDDING:**  
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.
- Bidders shall not be eligible to claim any compensation / claim towards the cost incurred for participation in bidding process.
- 12.0 BID PRICES:**
- 12.1 The bidder shall furnish the lump-sum price for the entire scope of work in Indian Rupees in the Price Schedule(s) prescribed in this bid document. The bidder has to quote the GST separately as per the price schedule(s).
- 12.2 While working out their bid price, the bidders are required to take into account entire scope of work defined in bid documents and all expenses incidental there to including whether explicitly stated or not, additional infrastructure & construction facilities and other related activities what so ever required for successful performance of the work.
- 12.3 Bidder shall quote for the complete scope of work. Partial bidding shall not be entertained.
- 13.0 PRICE BASIS:**  
The bidders shall quote on **lump-sum firm** price basis. The quoted/contract price shall remain firm during the entire Contract period.
- 14.0 EARNEST MONEY DEPOSIT / BID SECURITY DECLARATION:**
- 14.1 The Bidder shall furnish as a part of his bid, a bid security Declaration.
- 14.2 The format of Bid Security Declaration shall be in accordance with the form of bid security Declaration (ref. **Annexure - G**). Bid Security Declaration to be submitted on or before due date and time of opening of bid in a sealed envelope with the clear marking on the top of the envelope "Bid Security Declaration for..... (Name of Package) Tender No..... Due on ..... (date of bid opening) from.....(Name of bidder).

- 14.3 Bid Security Declaration in a sealed envelope is not received before the stipulated opening date and time, then online bid may run the risk of rejection by the Owner as non-responsive.
- 15.0 TENDER FEE:** Free of cost.
- 16.0 PERIOD OF VALIDITY OF OFFER:**
- 16.1 Bids shall remain valid for a period as mentioned in NIT (Section-1) from the deadline for submission of bids. A bid valid for a shorter period may run the risk of rejection by the Owner as non-responsive. No revision / modifications in the tendered prices shall be allowed during the period of validity of tender or the extended period.
- 16.2 The Owner may solicit the bidder's consent to an extension for the period of validity of bid. The request and the response thereto shall be made in writing by e-mail or fax to be followed by post confirmation copy. The bidder, however, will not be permitted to modify his bid.
- 17.0 BIDDER MUST SUBMIT:**
- 17.1 Goods and Service Tax (GST) Registration No. with their validity.
- 17.2 The Bidder(s) shall indicate his Bank A/c No, IFSC Code and Branch of the Bank & address for enabling THDCIL to release payment through e-payment.
- 17.3 Bidder(s) shall indicate the PAN No. / TIN No. etc. along with their authenticated copies.
- 17.4 Copy of Certificate of Incorporation, MOA and AOA.
- 17.5 Work plan specifying methodology to carry out PMC Services to THDCIL for development of 11 MWac floating solar PV plant at Khurja STPP.
- 17.6 **DELETED**
- 17.7 All disclosures made in the bid shall be supported by relevant documents.
- 18.0 DEADLINE FOR SUBMISSION OF BIDS:**
- 18.1 Bid shall be submitted on or before the due date and time of submission of bid as mentioned in NIT (Section-1). Bids received after the due date and time of submission is liable to be rejected. Price bid shall also be uploaded on the website <http://eprocure.gov.in/eprocure/app> on or before the prescribed bid submission deadline.
- 18.2 The owner may extend the deadline (if required) for submission of the bid by amending the bid documents, in which case all rights and obligations of the employer and bidder subject to the deadline will thereafter be subject to the deadline as extended.
- 18.3 The bidder/consultants may withdraw or modify their bid after the bid submission as per provision available in the web site <http://eprocure.gov.in/eprocure/app>. However, No bid can be withdrawn or modified subsequent to the deadline prescribed for submission of bids.
- 19.0 OPENING OF BIDS BY OWNER:**
- 19.1 The Bids will be opened in presence of bidder's authorized representatives who choose to be present at the time of opening of the bids at the address mentioned above in NIT (Section-1). Not more than two representatives of a bidder will be permitted to be present for the tender opening. The bidder's representatives present at the time of bid opening shall sign a register evidencing their attendance.

19.2 No correspondence shall be entertained from the bidders after the opening of Bids.

19.3 Owner reserves the right to negotiate the tender, if required.

**20.0 CLARIFICATION OF BIDS:**

During evaluation of bids the Owner may ask the Bidder(s) for clarification in his bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**21.0 PRELIMINARY EXAMINATION OF BIDS :**

After preliminary examination, in case of ambiguity or incomplete documents pertaining to bid, THDCIL may give the bidders only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.

**22.0 RESPONSIVENESS OF BIDS:**

22.1 For the purpose of this Clause, a substantially responsive Bid 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 (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.

22.2 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.

**23.0 NONCONFORMITIES, ERRORS, AND OMISSIONS:**

23.1 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.

23.2 Bids determined to be substantially responsive will be checked by the Owner for any arithmetic errors. Errors will be corrected by the Owner as follows:

- i. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the owner there is an obviously gross misplacement of the decimal point in the unit rate in which event the total amount as quoted will govern and the unit rate will be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction on subtotals, the sub totals shall prevail and the total shall be corrected.

23.3 If Goods and Service Tax (GST) is not quoted for an item(s) as indicated in the price schedule, it will be considered as included in the unit price of that item(s).

23.4 The amount stated in Price Bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the Earnest Money Deposit will be forfeited.

**24.0 EVALUATION OF BIDS:**

24.1 **General:**

- 24.1.2 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 may be rejected.
- 24.1.3 THDCIL do not bind themselves to accept the lowest or any other tender or to give any reasons for their decision.
- 24.1.4 THDCIL reserve the right of accepting or rejecting any or all the tenders or re-tender 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.
- 24.1.5 THDCIL reserves the right to review the specified qualifying criteria and may enhance/ dilute the criteria as may be necessary in the over all interest of the owner.
- 24.2 In evaluating the bids, the Owner will determine, for each bid, the Evaluated Bid Price by adjusting any correction for errors (including GST) in the Bid Price.
- 24.3 Since, the bid is to be submitted electronically discount provision is not available. Any discount indicated will not be considered for evaluation.
- 24.4 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.

**25.0 COMPARISON OF BIDS:**

- 25.1 The bids shall be compared on the basis of the total Lump Sum price (including all taxes) quoted by bidder in the price schedule.
- 25.2 The total evaluated bid price 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 award of contract.
- 25.3 Owner reserves the right to negotiate with the lowest evaluated bidder, if required.

**26.0 CONTACTING THE OWNER:**

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 Contract is awarded.

Any effort by the bidder to influence the Client in the evaluation of bid, its comparison or contract award decision may result in the rejection of the bidder's bid.

**27.0 AWARD CRITERIA:**

The Owner will award the Contract to the successful bidder whose bid has been determined to be technically and commercially substantially responsive and has been determined as the lowest evaluated bid.

If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract/agreement as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

## **28.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- 28.1 The Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for the Owner's action. Owner reserves the right to accept or reject any or all the bids or split the work in the overall interest of Owner without assigning any reason whatsoever.
- 28.2 The Owner does not bind itself to accept the lowest tender nor to assign any reasons thereof.
- 28.3 If the bidder has failed to fulfill any previous contractual obligations, they may not be considered.

## **29.0 NOTIFICATION OF AWARD**

- 29.1 Prior to the expiry of the period of bid validity including extension(s), the letter of award will be issued to the successful bidder. This contract shall come into force from **the 'Effective Date' (as per NIT: Section-1)**. 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.
- 29.2 The notification of award will constitute the formation of the contract until the contract agreement has been formally signed pursuant to **ITB clause No. 30.0** hereof.

## **30.0 SIGNING OF CONTRACT**

- 30.1 After Employer notifies the successful bidder that his bid has been accepted, for the due performance of the contract in accordance with the terms and conditions specified, the successful bidder shall sign the Contract Agreement with the Owner within thirty (30) days from the date of issue of "Letter of Award" (LOA) (or within such extended time as may be indicated by the Owner)
- 30.2 The Contract Agreement shall be signed on a non-judicial stamp-paper. The Performa of the Contract Agreement has been given at **Annexure-'C' (Section-6)**.
- 30.3 The Agreement shall be signed at the office of the Owner on a date & time to be mutually agreed. The Consultant shall provide for signing of the Contract, appropriate Power of Attorney and other requisite documents.
- 30.4 The Agreement will be signed in two originals and Consultant will be provided with one signed copy. One copy will be retained by owner.
- 30.5 Consultant has to bear the cost of stamp papers, documents and all legal expenses etc towards signing of the contract.
- 30.6 Subsequent to signing of the Contract, the Consultant at his own cost shall provide to the Owner with at least Ten (10) true copies of Agreement duly bound within Fifteen (15) days after the signing of the Contract. In addition, Consultant shall get the signed contract agreement converted into soft copy and shall provide the same on pen drive and CD/DVD.
- 30.7 If the successful Bidder fails to accept the 'Letter of Award' and/or fails to commence the work or fails to sign the agreement, the Letter of Award shall become null and void and the owner will have the right to blacklist the consultant for a period of one year.

## **31.0 COMPLETION PERIOD:**

The time period for completion of Work shall be **09 Months** days from the Effective Date. 'Effective Date' shall be notified in the Letter of Award (LOA).

### **32.0 CONSULTANT'S PERSONNEL:**

The consultant shall employ and deploy such qualified & experienced personnel as are required to carry out the job/work.

### **33.0 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                | : Railway Road, Rishikesh |
| 4. Account No.                        | : 10548872555             |
| 5. Type of account                    | : Current                 |
| 6. IFSC code of the Bank              | : SBIN0001180             |
| 7. Bank telephone no. (with STD code) | : 0135- 2433935           |
| 8. Bank fax no (with STD code)        | : 0135- 2430339           |
| 9. Bank email                         | : sbi.01180@sbi.co.in     |

### **34.0 CHANGE IN CONSTITUTION:**

34.1 Where the Consultant is a partnership firm, a new partner shall not be introduced in the firm without prior consent of THDCIL in writing which may be granted only upon furnishing of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

34.2 On the death or retirement of any partner of the Consultant / firm before complete performance of the contract THDCIL may cancel the contract and in such case the Consultant shall have no claim what-so-ever for compensation against THDCIL.

34.3 Without prejudice to any of the rights or remedies under this contract, if the Consultant is a proprietorship concern and the proprietor dies during the performance of this Contract THDCIL shall have the option to terminate the contract without compensation.

### **35.0 CONFLICT OF INTEREST:**

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Owner regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process.

### **36.0 USE OF DOCUMENT AND INFORMATION:**

During the interaction with THDCIL or execution of work/services, the Bidder or their representative(s) shall not carry and / or transmit any material, information, layouts, diagrams, storage media or any other goods / material in physical or electronic form, which are proprietary or owned by THDCIL.

### **37.0 MEMBERS OF THDCIL NOT INDIVIDUALLY LIABLE:**

No Director or official or employee of THDCIL shall in any way be personally bound or liable for the acts or obligation of THDCIL under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

### **38.0 THDCIL NOT BOUND BY PERSONNEL REPRESENTATION:**

The Consultant shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person of THDCIL.

### **39.0 PREFERENCE TO MAKE IN INDIA**

39.1 Regarding Preference to Make in India and granting of purchase preference to local suppliers please refer **Annexure -K**.

The 'Class-I local supplier' shall be required to provide, in the Bid Submission Form, 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.

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. Refer latest directives of Govt. of India in this regard.

### **40.0 “Restrictions on procurement from a Bidder of a country which shares a land border with India”**

40.1 Any Bidder (including its Collaborator/ Associate/ DJU Partner/ J V partner /Consortium Member /Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in **Annexure-L**.

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in **Annexure-L**.

However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

40.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, 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.

40.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.



- 40.4 “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means;
- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

40.5 The beneficial owner for the purpose of clause “40.4” above will be as under;

- a) In case of 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-
  - i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations 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;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
- e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

NOTE:

- (i) A bidder is permitted to procure raw material, components, sub- assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”.
- (ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

#### **41.0 INTEGRITY PACT**

**Adoption of Integrity Pact**

THDCIL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidder, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief.

## **SECTION- 3**

### **:: GENERAL CONDITIONS OF CONTRACT::**

#### **1.0 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:

- 1.1 **"Approved"** means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- 1.2 **"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.
- 1.3 **'Bid' means** the Consultant's priced offer to the Owner for the execution of the works.
- 1.4 By the term **"Near Relative"** is meant wife / husband, brothers, sisters, parents and grand parents, children, first cousins, brothers-in-law, sisters-in-law and parents- in-law etc.
- 1.5 **"Contractor/Consultant"** 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.
- 1.6 **"Contract"** means the agreement entered into between the Owner and the Contractor/Consultant 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 / LOA and such further documents as may be expressly incorporated in the letter of award.
  - a) **"Basic Contract Price" / "Basic Contract Value"** means the total price payable to the Contractor/Consultant for the full scope of the works under the contract as mentioned in the Price Schedule(s) at the time of award of work.
  - b) **"Contract Price" / "Contract Value"** means the price payable to the Contractor/Consultant under the Contract for the full and proper performance of its contractual obligations.
- 1.7 **"Day"** means a day from midnight to midnight.
- 1.8 **"Effective Date"** means the date on which the contract comes in to force and effect.
- 1.9 **"Engineer-in-Charge"** means any Officer appointed from time to time by Owner and notified in writing to the Contractor/Consultant to act as Engineer-in-charge for the operation of the Contract on behalf of Owner.
- 1.10 **"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/Consultant by the Engineer-in-Charge.
- 1.11 **"Foreign Currency"** means any currency other than the currency of the Employer's country.
- 1.12 **"GCC"** means these General Conditions of Contract.
- 1.13 **"Government"** means the Government of the Employer's Country.
- 1.14 **'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.
- 1.15 **"JV/C"** means joint venture/consortium

- 1.16 **"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.
- 1.17 **"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.
- 1.18 **"Party"** means the Employer or the Bidder, as the case may be, and "Parties" means both of them.
- 1.19 **"Personnel"** means persons hired by the Contractor/Consultant or by any Sub-Contractor and assigned to the performance of the Services or any part thereof.
- 1.20 **"Quarter"** means a period of three consecutive months starting from the Effective Date of Contract.
- 1.21 **"Rupees"** means Rupees in Indian Currency.
- 1.22 **'Services' means** services ancillary maintenance and other such obligations of the Contractor/Consultant covered under the Contract.
- 1.23 **"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.
- 1.24 **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented
- 1.25 **"Sub-Contractor/Sub-Consultant"** means any person(s) and firm(s) or Company(s) engaged by the Contractor/Consultant, other than the Contractor/Consultant 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.
- 1.26 **"THDCIL / Corporation / Employer/ Owner/ Client"** 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.
- 1.27 **"The Work or Works"** material to be supplied and work to be done by the Contractor/Consultant under the scope of the Contract, including all preliminary and ancillary works necessary for fulfillment of the various conditions under the Contract.
- 1.28 **"Third Party"** means any person or entity other than the Government, the Owner or the Contractor/Consultant.
- 1.29 **"TS"** means Technical Specifications.
- 1.30 **"TOR"** means Terms of Reference.
- 1.31 **"Writing"** shall include any manuscript, typewritten or printed statement, under or over signature and / or seal as the case may be.
- 1.32 **"Week"** means seven consecutive calendar days.
- 1.33 Words in singular number shall also include the plural number and vice-versa where the context so requires.

## **2.0 LOCATION :**

The Services shall be performed at such locations as are specified in TOR hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

## **3.0 CONTRACT DOCUMENTS:**

### **3.1 Priority of Contract Documents:**

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

- Agreement
- Letter of Award
- Correspondences exchanged between THDCIL and Consultant after opening of Bid and before issue of Letter of Award.
- Clarification(s) and Amendment(s) issued to the bidding document, if any.
- The Financial Bid
- Technical Specifications /Terms of Reference
- Special Conditions of Contract
- General Conditions of Contract
- All Forms, Annexure & Appendices submitted by the Consultant
- NIT and Information & Instruction to Bidders
- Any other documents forming part of the Contract.

## **4.0 STANDARDS:**

The Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications/Terms of Reference.

## **5.0 PATENT RIGHTS:**

5.1 The Consultant 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 Consultant. 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.

5.2 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 Consultant 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.

## **6.0 PRICES AND PAYMENT:**

6.1 Prices quoted by the Consultant 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 Goods and Service Tax (GST) caused after 07 days prior to the bid submission deadline and thereafter will be adjusted by the Owner upon due proof of liability and its payment.

6.2 The deduction of Taxes at Source from the payments shall be made as per Laws applicable at the time of making the payment.

6.3 Payments will be made to the account of Consultant according to the Payment Schedule stated in Special Conditions of Contract (SCC).

**6.4 No Claim for Interest or Damage:**

No claim for interest or damage will be entertained or be payable by the Corporation in respect of any amount or balance which may be lying with the Corporation or may become due upon settlement of any dispute, difference or misunderstanding between the parties by way of arbitration or otherwise or in respect of any delay or omission on the part of the Engineer-in-charge in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or in any other respect whatsoever.

6.5 The Owner may make Payment through e-payment mode. The following details are required for this purpose and details may be furnished as per **Annexure-'B'**.

- a) Beneficiaries Name
- b) Beneficiaries Account No.
- c) Name of Bank and Branch
- d) Bankers IFSC code.

**7.0 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.

**8.0 ASSIGNMENT:**

The Consultant 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 Consultant from any liability or obligation under the Contract.

**9.0 SUB-CONTRACTS:**

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

**10.0 PERFORMANCE SECURITY:** Exempted.

**11.0 TERMINATION FOR DEFAULT:**

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

- a) The Consultant 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.
- b) The Consultant fails to perform any other obligation(s) under the Contract.

**12.0 NOTICES:**

**12.1 Service of Notices on Consultant:**

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

**12.2 Change of Address:**

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

**13.0 SUSPENSION:**

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such failure within period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

#### **14.0 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 Consultant. The Consultant shall be paid for the work till the date of termination of contract for owner's convenience.

#### **15.0 GOVERNING LANGUAGE:**

The Contract shall be written in ENGLISH language as specified in the 'Information & Instructions to Bidders (Section-2). All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language.

### **16.0 Resolution of Disputes**

#### **16.1 Settlement of Disputes**

16.1.1 If the Contractor considers any work demanded of him to be outside the requirements of the Contract or considers any decision of the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing for written instructions or decision. Thereupon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request.

Upon receipt of the written instructions or decisions, the contractor shall promptly proceed without delay to comply with such instructions or decision.

If the Engineer-in-charge fails to give his instructions or decision in writing within a period of thirty days after being requested for or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-charge, the contractor may within thirty days after receiving the instructions or decision, file a written appeal with the Director (Technical), THDCIL stating clearly and in detail, the basis for the objection. The Director (Technical) will consider the written appeal and make his decision on the basis of the relevant contract provisions, together with the facts and circumstances involved in the dispute. The decision will be furnished in writing to the contractor within thirty days after the receipt of the Contractor's written appeal.

If the contractor is still dissatisfied with the decision, the Contractor, within a period of fifteen days from the receipt of the decision, shall send his request to the CMD, THDCIL to refer the matter to the Arbitration.

#### **16.2 Arbitration**

16.2.1 In case the parties fail to settle the dispute as per GCC Sub-Clause 16.1 above, either party may give a notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Such notice of intention to commence arbitration shall be given within a period of fifteen (15) days from the date of failure to settle the matter as per GCC Sub- Clause 16.1.

The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the claim amount is only up to Rs. 5 lakhs.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.

The parties to the contract shall invoke arbitration within Six months from the date of completion of the execution of work under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months. The parties shall not invoke arbitration other than in the case of completion of execution of work or the termination of the contract as mentioned above.

Notwithstanding the above, in case of disputes with Indian Contractor who is a Central Government Department /Enterprise /organisation or a State Level Public Enterprise (SLPE), the aforesaid limit of Rs 25 crores shall not be applicable and arbitration proceeding may be commenced irrespective of the amount involved in dispute if the dispute could not be resolved as brought out at GCC Sub Clause 16.1 above.

**16.2.2** Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 16.2.1, shall be finally settled by arbitration.

**16.2.3** Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, THDCIL in the following manner: -

- a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
- b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, THDC to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.
- c) It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.
- d) Arbitrator shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.
Upto Rs 50 lakhs	Rs. 10,000 per meeting subject to a ceiling of Rs. 1,00,000/-.
Above Rs 50 lakhs to Rs 1 crore	Rs. 1,35,000/- plus Rs. 1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.
Above Rs. 1 crore and upto Rs. 5 Crores	Rs. 2,25,000/- plus Rs. 33,750 per crore or a part there of subject to a ceiling of Rs. 3,60,000/-.



Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.
Above Rs. 5 crores and upto Rs. 10 crores.	Rs. 3,60,000/- plus Rs. 22,500/- per crore or a part there of subject to a ceiling of Rs. 4,72,500/-.
Above Rs. 10 crores	Rs. 4,72,500 plus Rs. 18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.

If the claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee as brought out above.

- e) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:
- (i) 40% of the fees if the Pleadings are complete.
  - (ii) 60% of the fees if the Hearing has commenced.
  - (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- f) Each party shall pay its share of arbitrator's fees in stages as under:
- (i) 40 % of the fees on Completion of Pleadings.
  - (ii) 40% of the fees on Conclusion of the Final Hearing.
  - (iii) 20% at the time when arbitrator notifies the date of final award.
- g) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- h) The Arbitration shall be held at Delhi only.
- i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
- j) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**16.2.4** In case the Indian Contractor is a Central Government Department/Enterprise/organisation or a State Level Public Enterprise (SLPE), the dispute arising between the Employer and the Contractor shall be referred for resolution to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) of the Department of Public Enterprises, Government of India as per the Office Memorandum No. 4(1) 2013-DPE(GM)/FTS-1835 dated 22.05.18 and 04.07.18 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments.

**16.2.5** Notwithstanding any reference to the Conciliation or Arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

(b) the Employer shall pay the Contractor any monies due to the Contractor.

**17.0 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.

**18.0 GOVERNING LAW:**

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

**19.0 HEADINGS:**

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

**20.0 LIQUIDATED DAMAGE:**

20.1 Time is the essence of the contract. Delivery of the goods and performance of services shall be made by the Consultant in accordance with the time schedule specified in Terms of Reference.

20.2 If for reasons attributable to the Consultant delays occur in providing the services, the Employer shall be entitled for liquidated damages for such delay.

20.3 Liquidated damages under this clause shall be payable to the Employer on demand without there being any proof from the Employer of the actual loss / damages caused by such delay and all sums payable by way of such liquidated damages shall be considered as a reasonable compensation without reference to the actual loss / damage which shall have been suffered by the client on account of such delay.

20.4 Liquidated damages due to delay in completion of services as per agreed schedule shall be 0.5% per week or part thereof, of the contract price. The Maximum amount of Liquidated Damage to be levied shall be limited to 10% (Ten percent) of the Contract price. The LD shall be imposed for reasons of delay attributable to the Consultant.

20.5 Any time extension granted as per clause **GCC 24.0** for reasons not attributable to the Consultant shall not attract Liquidated Damages.

20.6 Subject to Clause 20.1 here in above and Clause 24.0 herein below, a delay by the Consultant in the performance of delivery obligations, shall render the Consultant liable to the imposition of Liquidated Damages pursuant to ~~Clause in SCC~~, unless an extension time is agreed upon pursuant to clause 25.2 without the application of Liquidated Damages.

**20.7 For delays covered under clause 20.6 (Inexcusable Delay Due to Consultant):**

- a) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date.
- b) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

**21.0 COMPLIANCE WITH LAWS:**

The Consultant shall, in performing the contract, comply with all applicable laws. The Consultant 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 Consultant shall indemnify and hold the Owner harmless against and from the consequences of any failure to do so.

**22.0 LABOUR LAWS:**

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

### **23.0 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.

### **24.0 FORCE MAJEURE:**

#### **24.1 Definition:**

- (a) 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.
- (b) 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.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **24.2 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.

#### **24.3 Measures to be Taken:**

- (a) 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
- (b) 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.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure

### **25.0 EXTENSION OF TIME FOR COMPLETION:**

25.1 The Consultant 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 Consultant engaged by THDCIL.
- c) Force majeure.

25.2 If at any time during performance of the contract the Consultant should encounter conditions impeding timely delivery of the goods and performance of services, the Consultant 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 Consultant's notice to the owner shall evaluate the situation and may at his discretion extend the Consultant's time for performance with or without Liquidated Damages, in which case extension shall be notified by amendment to the contract.

25.3 Delay caused by any other Consultant engaged by THDCIL will be applicable for extension of time, in case such delay has affected the work of the Consultant and he has given due notice to the owner.

25.4 Under the provision of this clause Consultant 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.

**26.0 EFFECTIVE DATE:**

26.1 The Effective Date shall be notified in letter of award. The Consultant shall begin carrying out the services from the 'Effective Date'.

26.2 If the Consultant, does not commence the services even within 30 days from the effective date of Contract, the parties shall meet to agree whether an additional period of time should be allowed in which the Contract may so come into effect.

26.3 In case of no such agreements being reached within 30 days after the meeting, the Contract shall become null and void and the owner will have the right to blacklist the consultant for a period of one year.

**27.0 TAXES AND DUTIES:**

27.1 The Goods and Service Tax (GST) shall be payable at the prevailing rate subject to the maximum of the GST quoted price. All other Taxes, Duties & Levies etc. shall be inclusive in the quoted prices and any variation in such taxes shall be borne by the Consultant. THDCIL shall not entertain any claim of the Consultant for variation in these Taxes.

27.2 The Goods and Service Tax (GST) paid by the Consultant (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 Consultant or wrongly demanded by the concerned authority. The Consultant shall be responsible for payment of all Taxes, Duties and Levies etc.

27.3 The deduction of Taxes at Source from the payments shall be made as per Laws applicable at the time of making the payment.

27.4 Any increase and / or new imposition of Taxes, Duties and Levies in India other than Income Tax shall be paid by the bidder/Consultant 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 Consultant.

27.5 Any Taxes, Duties and Levies imposed on the Consultant including Business Tax, Corporate Income Tax, Personal Income Tax on expatriate personnel inside/outside India shall be borne by the Consultant and no claim whatsoever shall be admissible in this regard.

27.6 Works / Contract Tax / Turnover Tax or any similar tax, etc., wherever applicable, shall be borne by the Consultant. The Corporation shall not entertain any deviation whatsoever in this respect. The rates quoted by the Consultant shall be deemed to be inclusive of all such taxes.

27.7 Notwithstanding anything to the contrary the owner shall not be liable for any taxes, duties, fees or levies of any kind whatsoever in India or elsewhere, of the sub-consultant(s) or of the sub-

consultant's personnel, including taxes on the income of such sub-consultant(s) or their personnel.

**27.8 Deduction of Tax at Source:**

Payments due to the Consultant 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 Consultant 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.

27.9 The Consultant 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 Consultant shall indemnify Owner from any loss, cost / expense or damage arising out of any such default on the part of the Consultant and/ or his personnel.

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## **SECTION-4**

### **:: SPECIAL CONDITIONS OF CONTRACT ::**

#### **TERMS OF REFERENCE (TOR)**

Providing PMC Services to THDCIL for development of 11MWac Floating Solar PV plant at Khurja Super Thermal Power Project, Khurja, Distt. Bulandshahar (UP).

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

#### **1.0 SCOPE OF WORK:**

The detailed scope of work for this assignment shall include, but not be limited to, following:

1	Design Review, Validation and review of all the design calculations, documents and drawings submitted by Contractors & other OEMs to ensure specification & statutory requirements.
2	Review of Quality Assurance Plan, FQP and warranty documents from Contractors & OEMs.
3	Providing technical and expert support at site during the execution, commissioning and testing of the project.
4	Review of Pre-commissioning checks & Test reports.
5	Project Engineering of all interface systems between various plant packages.
6	Furnishing technical clarifications as required by statutory authorities regarding the project technical details.
7	Support required by Owner, until plant hand over for Operation & Maintenance.
8	Certify the receipt of all design, drawings, documents including as –built drawings and O&M manuals, warranty certificates for stage closure.
9	Review and recommend on the technical claims from the contract throughout the project.

#### **2.0 DELIVERABLES & TIME PERIOD:**

##### **2.1 Design Review, validation and review of all the design calculations, documents and drawings submitted by Contractors & other OEMs to ensure specification & statutory requirements:**

The consultant shall validate & review the design, documents and drawings submitted by the contractor/ vendor/ OEM in a time bound manner and shall furnish his comments within 15 days after receiving the same.

**2.2 Review of Quality Assurance Plan, FQP and warranty documents from Contractors & OEMs:**

The consultant shall review the QAP, FQP and warranty documents submitted by the contractor/ vendor/ OEM in a time bound manner and shall furnish his comments within 15 days after receiving the same.

**2.3 Providing technical and expert support at site during the execution, commissioning and testing of the project:**

The consultant shall depute an engineer at site to provide technical and expert support at site during erection, commissioning and testing stages. As and when required, other experts of the consultant are required to visit the site during erection, commissioning and testing stages to provide their expert support for successful completion of the work.

**2.4 The consultant shall also provide their technical and expert support for the following activities for successful completion and commissioning of the plant:**

- i) Review of Pre-commissioning checks & Test reports.
- ii) Project Engineering of all interface systems between various plant packages.
- iii) Furnishing technical clarifications as required by statutory authorities regarding the project technical details.
- iv) Support required by Owner, until plant hand over for Operation & Maintenance.
- v) Certify the receipt of all design, drawings, documents including as –built drawings and O&M manuals, warranty certificates for stage closure.
- vi) Review and recommend on the technical claims from the contract throughout the project.

**3.0 TIME OF COMPLETION:**

The time period for completion of Work shall be 09 months (nine months) from Effective Date. 'Effective Date' shall be notified in the Letter of Award (LOA).

**4.0 PROCEDURE FOR PROVIDING COMMENTS AND SUBMISSION OF REPORTS:**

The Consultant shall provide his comments/reports/documents as per time period mentioned under clause 2.0 of SCC, and may also give a presentation on the same at Client's office, if required. The client's EIC and his representatives may deliberate on the comments/reports/documents submitted by the consultant and the final comments of the client shall be communicated to the consultant. The consultant will incorporate the same in its report/ documents and submit the final report/document to the Engineer-in-charge for acceptance.

**5.0 FACILITIES TO BE PROVIDED BY THDC INDIA LTD:**

No facilities towards accommodation, working station/space, transportation facilities at site, transportation facilities to visit the site/ client's office or any other facility to the employees of the consultant will be provided by THDCIL. However, the conveyance facility required to visit or to carry out inspection at manufacturer's/ vendor's facilities for quality inspection/ Pre-dispatch inspection etc. shall be arranged/ reimbursed by THDCIL based on the actual expenditure incurred, which will be limited to economy class air tickets & First AC class railway return tickets where air service is not available.

**6.0 TERMS OF PAYMENT:**

The Contract price shall remain firm during the period of the Contract and No advance payment shall be made. The Payment will be made as per the following terms against submission of the

original bills/ GST invoices by the consultant.GSTand other applicable taxes shall be paid/ deposited/ deducted as per the provisions of applicable laws.

<b>Sl. No.</b>	<b>Milestone / Activity</b>	<b>Stage payment ( % of contract value)</b>	<b>Remarks</b>
1	On completion of design Review, validation and review of all the design calculations, documents, drawings, QAP, FQP of DC system including Floats, PV modules and inverters etc. submitted by Contractors & other OEMs.	10%	-----
2	On completion of design Review, validation and review of all the design calculations, documents, drawings, QAP, FQP of AC system and other BOS etc. submitted by Contractors & other OEMs.	10%	-----
3	Monthly payment during erection of plant, considering six month period for plant erection	Total 60% @10% per month over a period of six months	Total payment shall not exceed 60% of the contract value. In case of early completion of plant erection work, the balance amount shall be released along with the payment on commissioning of the plant.
4	On commissioning and testing of the plant	10%	
5	On completion of PG test and handing over the plant to THDCIL by the contractor	10%	
	<b>Total</b>	<b>100%</b>	

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## **Section -5**

### **:: ANNEXURE, APPENDIX AND FORMS::**

1.0	<b>Annexure-A</b> : Bid Submission Form
2.0	<b>Annexure-B</b> : Details of Bank Account
3.0	<b>Annexure-C</b> : Form for Contract Agreement
4.0	<b>Annexure-D</b> : Form for Power of Attorney
5.0	<b>Annexure-E</b> : Declaration of Bidder (Fraud & Corruption)
6.0	<b>Annexure-F</b> : No Deviation Certificate
7.0	<b>Annexure-G</b> : Bid Security Declaration Form
8.0	<b>Annexure-H</b> : Letter of Undertaking (Secrecy & Confidentiality)
9.0	<b>Annexure-I</b> : Details regarding Ex-employees of THDC India Limited
10.0	<b>Annexure-J</b> : Self Declaration of Proof of Documentary Evidence
11.0	<b>Annexure-K/K1</b> : Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding
12.0	<b>Annexure-L</b> : (Certificate of Full Compliance on ITB Clause Titled "Restrictions on Procurement from a Bidder of a Country Which Shares a Land Border with India")
13.0	<b>Annexure-M</b> : Check List

**BID SUBMISSION FORM**

(To be submitted by the Bidders on letter head)

To,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject: Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, Tender No: THDC/ RKSH/ KHURJA/ PROC/LTD/2023-24/33**

Dear Sir,

1. With reference to the Bidding Documents, clarifications and amendments for the above named work, we the undersigned, having examined, understood and checked, the bidding documents including Conditions of Contracts, Specifications (TOR) and Bill of Quantities (Price Schedule) for the execution of the above named works offer to execute and complete the whole of the said works in conformity with the said Bidding documents, clarifications and amendments for the price mentioned in the Price Schedule.
2. We agree with all the terms and conditions of the bidding documents, clarifications and amendments in Toto.
3. We are enclosing / uploading the requisite documents duly stamped and signed with this Tender.
  - i. Notarized Power of Attorney/ Power of Attorney in non-judicial Stamp Paper indicating that the person signing the bid has the authority to sign the bid.

Price Bid have been uploaded on the website portal [www.eprocure.gov.in](http://www.eprocure.gov.in), in the prescribed format as per Price Schedule.

4. We have inspected, examined and understood the sites and its surroundings and have satisfied before submitting this tender in respect of the site conditions.
5. We accept all risks directly or indirectly connected with the performance of the contract.
6. We have no collusion with other Consultants or with any other person in corporation to execute the said works according to the terms and conditions of the said tender.
7. We have not been influenced by any statement or promise of the corporation but only by the tender documents.
8. 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.
9. We also agree to abide by and fulfill and comply with all the terms, conditions and provision of the above-mentioned tender documents.
10. We have experience and competence to perform the contract to the satisfaction of the corporation.
11. We undertake, if our bid is accepted, to commence and to complete and deliver the whole of the works comprised in the Contract within the timing specified by THDC India Limited in the Bidding Documents.
12. We shall not vary /alter or revoke our tender during the validity period of our tender.
13. Unless and until an agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
14. We are financially solvent.
15. The statements submitted by us, are true.
16. We understand that you are not bound to accept the lowest bid, or any other bid, and that the owner is not bound to state reasons for its acceptance or denial of any Bid. We further understand and agree that the owner has made no representation or warranty with respect to the accuracy or completeness of the information contained in the Bidding Documents or any other written or verbal information obtained from the owner or any of its representatives, and that in

connection with this bid, the Bidder has made its own inquiry and assessment of any and all information upon which it has relied in making this bid.

17.0 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

**\*We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure... \*\*...**

**\*Bidder to strike-off, if not applicable.**

**\*\*Bidder to mention the Annexure no.**

18.0 (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)/services mentioned in Terms of Reference / Technical Specifications, as applicable. We further confirm that in case such item(s)/services are bought-out for us, we shall source the same from Class-I local supplier only.

(iii) 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' (PPP- MII 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.**

Date : .....

.....  
(Signature of the authorized representative)

Name : .....

Designation .....

Name of the agency.....

Stamp of the agency.....

Address of Agency :.....

Phone No.:.....

Mobile No.....

Email :.....

**DETAILS OF BANK ACCOUNT**

(To be submitted by the Bidder on Letter Head )

Dated .....

To,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject:** Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

Sir,

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 .....

Date :.....

.....  
(Signature of the authorized representative)  
Name : .....  
Designation .....  
Name of the agency.....  
Stamp of the agency.....

**FORM FOR CONTRACT-AGREEMENT**  
(On Non Judicial Stamp paper of appropriate value)

This agreement is made on.....day of.....Two Thousand..... between **THDC India Limited, Rishikesh** (a Joint Venture of Govt. of India and Govt. of Uttar Pradesh), registered and existing under the Laws of India and having its registered Office at Bhagarathi Bhawan(Top Terrace), Bhagarathi Puram, Tehri-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..... (herein after referred to as the "Consultant," 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 is desirous that the works contained **Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33** should be executed and has accepted the bid submitted by the consultant and awarded the work by a letter of award **THDC/RKSH/.....** dated ..... for the execution and completion of such works on the terms and conditions of above Letter of Award and documents referred to therein which has been accepted by the Consultant vide letter No..... dated..... resulting into a "Contract".

AND WHEREAS the present contract as defined below shall be carried out by the Consultant.

**NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND COVENANT AS FOLLOWS:**

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents attached hereto shall be deemed to form and be read and construed as an integral part of this Contract Agreement :
  - a) Agreement
  - b) Letter of Award
  - c) Correspondences exchanged between THDCIL and Consultant after opening of Bid and before issue of Letter of Award.
  - d) Financial Bid.
  - e) Clarification(s) and Amendment(s) issued to the bidding document, if any.
  - f) Technical Specifications /Terms of Reference
  - g) Special Conditions of Contract
  - h) General Conditions of Contract
  - i) All Forms, Annexure & Appendixes submitted by the Consultant
  - j) NIT and Information & Instruction to Bidders
  - k) Any other documents forming part of the Contract.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in the case of ambiguities or discrepancies, shall take precedence in the order setout above.
4. In consideration of the Payment to be made by Owner to the Consultant as hereinafter mentioned the Consultant hereby covenants with Owner to execute and complete the works in conformity, in all respect, with the provisions of the contract.
5. The contract price in respect of this shall be `.....(Rupees ..... ) only.

6. Owner hereby covenants to pay to the Consultant, in consideration of the execution and completion of the works, the contract price at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties have hereinto set their respective has on the day and year first above written.

**For and on behalf of Employer**  
(THDC India Limited)

**For & on behalf of Consultant**  
(M/s.....)

.....  
(By Authorized Representative)

.....  
(By Authorized Representative)

Name : .....  
Designation: .....  
Address : .....  
Place : Rishikesh  
Date : .....

Name : .....  
Designation: .....  
Address : .....  
Place : Rishikesh  
Date : .....

**Witnesses :**  
Name : .....  
Designation: .....  
Address : .....

**Witnesses :**  
Name : .....  
Designation: .....  
Address : .....

Name : .....  
Designation: .....  
Address : .....

Name : .....  
Designation: .....  
Address : .....

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**FORM FOR POWER OF ATTORNEY***(Notarized / non - judicial Stamp Paper)**(To be submitted by the Bidder)*

Know all these presents that the undersigned,.....(*Name*) of M/s.....  
(*Name of the Company*) a company organized and existing under the laws of..... (*Name of the Country*) and having its principal place of business at.....(*complete address*) does thereby make constitute and appoint Shri.....(*Name*) of M/s.....(a corporation organized and existing under the laws of..... (*Name of the country*) and having its principal 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 **“Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP” Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33** 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,

.....  
(*Seal & Signature*).....  
(*Name & Designation*).....  
(*Name of Company*)Signature of Mr. .... (*Name of officer*) attested.

Signature attested by.....

**DECLARATION OF BIDDER**

*(To be submitted by the Bidder on Letter Head)*

To,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject:** Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

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 THDCIL or appearing in the list of such bidders available on Central Public Procurement Portal (CPP Portal).

Date :.....

.....  
(Signature of the authorized representative)  
Name : .....  
Designation .....  
Name of the agency.....  
Stamp of the agency.....



**NO DEVIATION CERTIFICATE**

*(To be submitted by the Bidder on Letter Head)*

To,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject:** Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

Sir,

1.0 This is to certify that our offer is in complete conformity with your **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**. 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.

Date :.....

.....  
*(Signature of the authorized representative)*  
Name : .....  
Designation .....  
Name of the agency.....  
Stamp of the agency.....

**BID SECURITY DECLARATION FORM**  
(Refer clause no. 1.20.2 of ITB, Section-I)

To,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No : **THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**, We, M/s.....[ *Consultants/Bidder's Name*]..... having our Registered/ Head Office at ..... (hereinafter called the '*Consultant/Bidder*') wish to participate in the said tender for [*Name of Work*].....

We confirm that we have read the provisions of the bidding document no. .... and we hereby declare the following:

- 1 We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from THDC for a period of 06 months from the date of withdrawal of the bid.
- 2 In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of the Work, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in re-tendering of this particular Work and contractual action may be taken against us as per the provisions of the Bidding documents. Further, THDC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.

Date:

Signature

Place:

Name of the Authorized person

Designation

**NOTE:**

**Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid may be rejected by EMPLOYER as being non-responsive.**

**LETTER OF UNDERTAKING**  
**(as per clause No.8.0 of Section-4)**  
**(Secrecy and Confidentiality)**

I..... (name)....., S/o.....(Designation & Address) and authorized signatory for the company of M/s.....(Name & Address of the Company)..... do here undertake for and on behalf of the Company that all the information such as Software / documents / data / design/ photographs / any relevant material in hardcopy/ softcopy received from THDCIL will be used only for the work under this contract (**Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP**), **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**) and same shall be returned to THDCIL. Any information etc received from THDCIL will be kept secret in strict confidence and will not be used / shared for any other purpose with any other person/ company.

.....  
(Signature of the authorized representative)  
Name : .....  
Designation .....  
Name of the agency.....  
Stamp of the agency.....

Date : .....  
Place: .....

**DETAILS REGARDING EX-EMPLOYEES OF THDC INDIA LIMITED***(To be submitted by the Bidder on Letter Head)*

To,  
 The General Manager (Procurement),  
 THDC India Limited,  
 Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject:** Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

Sir,

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 :

<b>Name of Person and designation in THDC India Limited</b>	<b>Date of retirement/ resignation from THDC India Limited</b>	<b>Date of joining and designation in bidder's organization</b>

.....  
*(Signature of the authorized representative)*

Name : .....

Designation .....

Name of the agency.....

Stamp of the agency.....

**SELF DECLARATION OF PROOF OF DOCUMENTARY EVIDENCE**

*(To be submitted by the Bidder on Letter Head)*

To,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject:** Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

Sir,

“I/We hereby solemnly declare that the documents/certificates/information submitted with the bid against the subject tender are genuine and true to the best of my knowledge. If the documents/certificates/ information submitted with the bid are found fake/false at any point of time, the responsibility for the same and consequences thereof shall solely rest with the bidder only and in that event the Owner (i.e. THDCIL) shall be entitled to take action as may be deemed fit to debar the Bidder/Consultant, cancel the Bid/Contract including forfeiture of EMD/Performance Security Deposit etc.”

Date :.....

.....  
*(Signature of the authorized representative)*  
Name : .....  
Designation .....  
Name of the agency.....  
Stamp of the agency.....

**Sub: 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:

**1.0 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.
- e) **DELETED**
- f) **DELETED**

**2.0 Eligibility for Participation/Purchase Preference:**

**2.1 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.**

**3.0 NOT USED**

**4.0 Minimum Local Content**

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

**5.0 Verification of Local Content:**

5.1 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.

5.2 The 'Class-I local supplier' shall be required to provide a certificate in the format attached as **Annexure-K-1**

### **5.3 DELETED.**

- 5.4 False declarations will be dealt in line with the CORRUPT AND FRAUDULENT PRACTICES as mentioned in the bidding documents.
- 5.5 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.
- 5.6 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' shall be required to furnish a confirmation in this regard in the Bid Form.

### **6.0 Local Sourcing**

- 6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in the Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 6.2 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.

**(CERTIFICATE OF FULL COMPLIANCE ON ITB CLAUSE-1.53.0 TITLED “Purchase Preference to Make in India”)**

To,  
 The General Manager (Procurement),  
 THDC India Limited,  
 Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

Dear Sirs,

**Subject:** Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, **Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

(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-L**

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,  
The General Manager (Procurement),  
THDC India Limited,  
Gangotri Bhawan, By Pass Road, Pragati Puram,  
Rishikesh-249 201

**Subject: Providing PMC Services to THDCIL for Development of 11 MWac Floating Solar PV Plant at Khurja Super Thermal Power Project at Khurja, Bulandshahr, UP, Tender No: THDC/RKSH/KHURJA/PROC/LTD/2023-24/33**

- 1) 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.
- 2) 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.
- 3) 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 contractor's Default and shall be dealt accordingly.

Date:

Place:

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

## CHECK LIST

Bidder shall upload following documents on website: [www.eprocure.gov.in](http://www.eprocure.gov.in) as mentioned in the table below:

Sl. No.	Description	Information/confirmation to be filled by the bidder
Documents required for uploading		
1	Bid Submission Form on Company letter head as per <b>Annexure-A</b>	
2	Details of the Bank account as per <b>Annexure-B</b>	
3	Power of Attorney as per Annexure-D (In Hard copy also).	
4	Declaration of bidder (Fraud & Corruption) as per <b>Annexure-E</b>	
5	No Deviation Certificate as per <b>Annexure-F</b>	
6	Bid Security Declaration as per <b>Annexure-G</b>	
7	Letter of Undertaking (Secrecy & Confidentiality) as per <b>Annexure-H</b>	
8	Detail Regarding Ex-Employees of THDC India Ltd. as per <b>Annexure-I</b>	
9	Self Declaration of Proof of Documentary Evidence as per <b>Annexure-J</b>	
10	<b>Annexure-K/ K1</b> : Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding	
11	Certificate of full compliance on ITB Clause Titled "Restrictions on Procurement from a bidder of a Country which shares a land border with India" as per <b>Annexure-L</b>	
12	Deleted	
13	Work plan specifying methodology	
14	Certified Copy of registration of firm/ Partnership deed	
15	Article of association, MOA etc.	
16	Copy of Pan Card	
17	Copy of GSTIN REGISTRATION certificate	
18	Any other documents as per bidding requirement	

## Undertaking:

It is hereby certified that all the information furnished above are true to the best of our knowledge. We have no objection to THDCIL verifying any or all the information furnished in this document with concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Date : (Signature).....

Place : (Name).....

(Designation).....

(Company Seal).....

**Name of work:** Providing Project Management and Consultancy (PMC) Services to THDCIL for development of 11MWac Floating Solar PV plant at Khurja Super Thermal Power Project, Khurja, District-Bulandshahar (UP)

**Tender No:** **THDC/ RKSH/ KHURJA/PROC/LTD/2023-24/33**

Item No.	Item Description	Quantity	Unit	Basic Price (Rs)	Goods & Service Tax(GST) (Rs)	Total Cost (Basic Price +GST) (Rs)	
						In figures	In words
1	2	3	4	5	6	7	
1.0	Providing PMC services to THDCIL for development of 11MWac Floating Solar PV Plant at Khurja Super Thermal Power Project, Khurja including site visits, deputing one engineer at site during erection, testing and commissioning stages and also including visits/ inspections at manufacturer's/ vendor's facilities for quality inspection/ pre-dispatch inspection etc., complete as per the terms and conditions of the contract.	01	Lump Sum				
	<b>Grand Total:</b>						

**Note:**

- The rates are including GST.** The bids shall be compared on the basis of the total Lump Sum price (including all taxes) quoted by the bidder in the price schedule.
- The conveyance facility required to visit or to carry out inspection at manufacturer's/ vendor's facilities for quality inspection/ Pre-dispatch inspection etc. shall be arranged/ reimbursed by THDCIL as per the Clause 5.0 of special conditions of the contract. Therefore, bidders are advised not to include these charges in their quoted price. However, no conveyance charges are payable separately for visit(s) to Khurja site.