THDC INDIA LTD.

VISHNUGAD PIPALKOTI HYDRO ELECTRIC PROJECT (VPHEP)

ALAKNANDAPURAM, SIYASAIN (JAISAL), PIPALKOTI, DISTRICT: CHAMOLI (UTTRAKHAND) - 246472

BID NO: THDCIL/VPHEP/PKOTI/19-20/04

NATIONAL COMPETITIVE BIDDING FOR NON-CONSULTING SERVICES

NAME OF NON-CONSULTING SERVICE : Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP.

PERIOD OF SALE/DOWNLOAD/ SUBMISSION OF BIDDING DOCUMENT : FROM- 10-08-2019 (10.30 Hrs) TO - 09-09-2019 (15.30 Hrs)

LAST DATE AND TIME FOR SUBMISSION OF BIDS : DATE: - 09-09-2019 (15.30 Hrs)

TIME AND DATE OF OPENING OF TECHNO-COMMERCIAL BIDS : DATE: - 12-09-2019 (16.00 Hrs)

PLACE OF OPENING OF BIDS : C&MM Deptt. THDC India Ltd., Vishnugad Pipalkoti Hydro Electric Project, Alaknandapuram, Siyasain, Pipalkot, District Chamoli, Uttrakhand - 246472

OFFICER INVITING BIDS : AGM (C&MM)

AUGUST, 2019
INVITATION FOR BID

(IFB)
THDC INDIA LTD.
VISHNUGAD PIPALKOTI HYDRO ELECTRIC PROJECT (VPHEP)

INVITATION FOR BID (IFB)

NATIONAL COMPETITIVE BIDDING

Date: 10.08.2019
Bid No.: THDCIL/VPHEP/PKOTI/19-20/04

1. The THDC India Ltd., Vishnugad Pipalkoti Hydro Electric Project intends to apply for financing from the World Bank towards the cost of “Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP” to cover eligible payments under the contracts for Procurement of Non-Consulting Services as detailed below. Bidding will be conducted through National Competitive Bidding procedures agreed to with the World Bank. Bidding is open to all eligible bidders as defined in the IBRD Guidelines for Procurement. Bidders are advised to note the Clauses on eligibility (Section I Clause 4 and minimum qualification criteria (Section I Clause 5) of the Instructions to Bidders to qualify for the award of the contract. In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.

2. THDC India Ltd., invites Online open E-Tender in "Two Bid System" through CPP Portal Website i.e. http://eprocure.gov.in/eprocure/app from eligible bidders complete in accordance with the details as per enclosed Bidding Document towards carrying out the work of “Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP”.

3. 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. Submission procedures are given in ITB

4. 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.

5. All future amendments/corrigendum/addenda/clarifications, if any, shall be uploaded on the website http://eprocure.gov.in/eprocure/app.in only and not in the Newspaper. Bidders shall keep themselves updated with all such amendments/corrigendum/addenda/clarifications.

6. The interested bidders who fulfill the eligibility requirements are advised to visit the site of THDC India Ltd., Vishnugad Pipalkoti Hydro Electric Project, Alaknandapuram, Siyasain, Pipalkoti, District Chamoli, Uttrakhand - 246472 at their own cost and familiarize themselves with the site conditions.

7. The Bids are invited under Single Stage Two-Part Bid System. The first part (Part-I) called "PQ & Techno-Commercial Bid" shall contain E.M.D, Tender Fee, Pre-qualification information & documentary evidence in support thereof and Techno-Commercial/Technical specifications which will be opened on the due date. The Part-II shall contain the Price Bid only. The Part-I (PQ and Techno-commercial Bid) and Part-II (Price Bid) are to be uploaded...
& submitted on CPP e-procurement Portal website -http://eprocure.gov.in only in the prescribed format. **No hard copy of the Price Bid is accepted.**

However, certain documents of Part-I (viz. original Pay Order/DD/BG or details of RTGS/NEFT payment towards cost of tender fee and EMD) are to be submitted in physical form also on or before the due date & time of bid submission at the address given below.

8. The cost of Tender Documents (Tender fee) and EMD (Earnest Money Deposit) may be submitted as per the bid documents.

9. Bids without Tender fee & Bid Security [EMD (Earnest Money Deposit)] will not be entertained. The scanned copy of the Pay order/DD/BG or scan copy of receipt of RTGS/NEFT payment detail to be uploaded & submitted with other documents. The EMD (bid Security) should be submitted in acceptable form only as specified in BDS, otherwise bid shall be rejected. The acceptable form of Tender fee is Pay order/DD or RTGS/NEFT only. **The original Pay order/DD/BG or details of RTGS/NEFT payment towards cost of tender fee & EMD (Bid Security) must reach on or before the last date of bid submission, at the address given below.**

10. The bidders are required to provide documentary proof in support of meeting the requisite PQ requirements. The Part-I (PQ and Techno-Commercial Bid) shall be opened in presence of the bidders who chose to be present.

11. The Part-II (Price bids) of only those bidders will be opened subsequently, **who fulfill pre-qualification (PQ) requirement and whose "PQ & Techno-commercial Bid" (i.e. Part-I) is substantially responsive to the requirement of the bidding documents.**

12. Conditional Bid may run the risk of rejection.

13. 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 14 days in advance of bid submission date.

14. A combination of Firms/Applicants in form of Joint Venture (JV) / Consortium or engagement of sub-consultant is permitted. Notarized copy of the agreement on Non-judicial stamp paper of appropriate value to be purchased in the name of Joint venture, entered into by the joint venture partners, must be submitted with the bid.

The JV or Consortium shall nominate an authorized representative (Leader) who shall have the authority to conduct all business for and on behalf of any and all the members of the JV or Consortium during the bidding process and during contract execution (in the event the JV or Consortium is awarded the Contract). All members of JV or Consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

Maximum number of Members in the JV or Consortium shall be: Two (2). However, the lead Partner alone should meet all the specified PQ requirements.

15. The Bidding Documents are not transferable. The tender shall be submitted only in prescribed form.

16. The Work is to be executed in line with the terms and conditions mentioned in the Tender document.

Notwithstanding anything stated above, the Employer i.e. THDC India Limited reserves the right to accept or reject any or all the bids or split and enhances or dilutes the qualifying requirements and to assess the capacity and capability of the bidder, in the overall interest of THDC India Limited, without assigning any reason whatsoever.
17. Bids shall be valid for a period of 120 days from the date set for opening or extended date of opening of the bid.

18. Other details can be seen in the bidding documents.

19. The address for communication is as under:

(a) Name & Designation of Officer: Sh. A. K. GOEL, AGM (C&MM)

(b) Official Address : THDC India Ltd., Vishnugad Pipalkoti Hydro Electric Project, Alaknandapuram, Siyasain, Pipalkoti, District Chamoli, Uttrakhand - 246472

(c) Email: cmm.vphec@thdc.co.in

(d) Telephone: 01372-256347/350/297

<table>
<thead>
<tr>
<th>Package / Bid No.</th>
<th>Name of Non-Consulting Service</th>
<th>Estimated cost (Rs.)</th>
<th>Bid Security (Rs.)</th>
<th>Cost of Bidding Document (Rs.)</th>
<th>Period of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>THDCIL/V PHEP/PKO T1/19-20/04</td>
<td>Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan &amp; its Implementation in Relation to VPHEP</td>
<td>2,38,10,000/- (Excluding GST)</td>
<td>2,39,000/-</td>
<td>2,950/- (Including GST)</td>
<td>160 Weeks (One Hundred &amp; Sixty weeks)</td>
</tr>
</tbody>
</table>

Note:
1. Bidders shall submit /upload the following documents with the Techno-commercial bid (Part-I):
   a. Experience certificates as detailed in BDS.
   b. Turn over certificates of F.Y. 2016-17, 2017-18 & 2018-19 (Copy of certified /or audited by CA as the case may be);
   c. Scan copy of DD/BG /UTR slip etc. towards tender cost & EMD payment;
   d. Copy of PAN No.
   e. Copy of GST registration no. as per applicable GST Act.;
   f. Copy of EPF Registration and EPF code number under the "Employees provident fund and Miscellaneous provision Act. 19520 (In case of Joint Venture, Lead partner should have EPF registration with EPFO);
   g. In addition, duly filled Annexure C,D E,F,G,H,I, K and L as per format annexed with tender documents;
   h. Other required documents etc. as per tender conditions;

2. Any subsequent modification/ changes/corrigendum/ amendments/ notice to the above NIT shall be displayed / hosted in CPP Portal website.
http://eprocure.gov.in/eprocure/app only and the applicants are advised to be vigilant in this regard.

3. If a bidder/firm quotes 'NIL' charges/consideration, the bid shall be treated as non-responsive and will not be considered for evaluation.

4. Conditional tenders shall liable to be rejected.

5. Notwithstanding anything stated above, THDC INDIA Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof in the overall interest of THDC INDIA Ltd.

AGM (C&MM)
Vishnugad Pipalkoti Hydro Electric Project, THDC India Ltd.
Pipalkoti, District Chamoli (UK)
Telephone: 01372 256347/350/297, 9837475075
Email: cmm.vphpep@thdc.co.in
## CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section – I</td>
<td>Instructions to Bidders (ITB)</td>
</tr>
<tr>
<td>Section – II</td>
<td>Bidding Data Sheet (BDS)</td>
</tr>
<tr>
<td>Section – III</td>
<td>Eligible Countries</td>
</tr>
<tr>
<td>Section – IV</td>
<td>Forms of Letter of Service Provider’s Bid, Qualification Information, Letter of acceptance, Agreement (Form of contract)</td>
</tr>
<tr>
<td>Section – V</td>
<td>Bank Policy-Corrupt and Fraudulent Practices</td>
</tr>
<tr>
<td>Section – VI</td>
<td>Priced Activity Schedule (Price Schedule)</td>
</tr>
<tr>
<td>Section – VII</td>
<td>General Conditions of Contract (GCC)</td>
</tr>
<tr>
<td>Section – VIII</td>
<td>Particular Conditions of Contract (PCC)</td>
</tr>
<tr>
<td>Section – IX</td>
<td>Performance Specifications and Drawings(if applicable)</td>
</tr>
<tr>
<td>Section – X</td>
<td>Contract Forms (Security Forms &amp; Other Annexures)</td>
</tr>
</tbody>
</table>
SECTION – 1

INSTRUCTIONS TO BIDDERS

(ITB)
Section I. Instructions to Bidders
INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

**SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the due date & time of bid opening or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key...
is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232. Mobile Nos 91-7878007972 and 91-7878007973
Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer as defined\(^1\) in Section II “Bidding Data Sheet” (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract are provided in the BDS and the PCC.

1.2 The successful Bidder shall be expected to complete the performance of the Services by the Intended Completion Date specified in the BDS and the PCC.

1.3 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds

2.1 The Government of India or the Recipient (hereinafter called “Borrower”) specified in the BDS has received/applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, towards the cost of the project specified in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

---

3. Fraud and Corruption

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-Service Providers, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the provisions of Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Service Providers.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

i. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

ii. Receives or has received any direct or indirect subsidy from an other Bidder; or

iii. has the same legal representative as another Bidder; or

iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

v. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-Service Provider in more than one bid; or

vi. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the bid; or

vii. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;

viii. would be providing goods, works, or non-consulting
services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;

ix. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, in corporate or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Service Providers or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contractor benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and,
inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6 Not Used.

4.7 Firms and individuals may be ineligible if so indicated in Section III and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request

5. Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, “Letter of Service provider’s Bid, Qualification Information, Letter of Acceptance, and Agreement,” a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications. The update or confirmation should be provided in Section IV.

With the updated information the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidder shall also furnish the information for the following in Section IV irrespective of the bidders being pre-qualified:

(i) Power of Attorney.

(ii) Evidence of access to or availability of credit facilities certified by bankers.

(iii) Details as stipulated in clause 5.3 (g) to (j)

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise stated in the BDS:
(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last five years;

(c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to the Employer to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;

(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price. [for each the qualification and experience of the identified sub-Service Provider in the relevant field should be annexed.]

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements unless otherwise stated in BDS:

(a) the bid shall include all the information listed in Sub-clause 5.3 above;

(b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;

(c) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization
mentioned under (d) below, as well as in the bid and in the Agreement [in case of a successful bid];

(d) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

(e) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;

(f) The joint venture agreement should define precisely the division of assignments to each partner. All members of JV should have active participation in providing services during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer;

(g) The joint venture agreement should be registered in the place specified in BDS so as to be legally valid and binding on partners; and

(h) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

[* Fill in the name of the city where contract agreement is to be signed]

5.5 To qualify for award of the Contract, the bidder in its name should have, in the last five years\(^2\), as specified in the BDS, the following experience and licenses:

(a) annual volume of Services of at least the amount specified in the BDS;

(b) experience as prime Service Provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified in the BDS;

\(^2\) Specify the financial years: they should be those immediately preceding the financial year in which the bids are received.
(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;

(d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager and others as specified in the BDS; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

(f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Sub-Service Providers' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the BDS.

5.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;

- record of poor performance such as abandoning the works or services, not properly completion or financial failures etc.;

- consistent history of litigation or arbitration awards against the bidder or any partner of the joint venture.

6. **One Bid per Bidder**

6.1 Each Bidder shall submit only one Bid either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-Service Provider or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

7. **Cost of Bidding**

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.

8. **Site Visit**

8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and
its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing the Services. The costs of visiting the Site shall be at the Bidder’s own expense.

B. Bidding Documents

9. Contents of Bidding Documents

9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Invitation for Bids</td>
</tr>
<tr>
<td>II</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>III</td>
<td>Bidding Data Sheet</td>
</tr>
<tr>
<td>IV</td>
<td>Eligible Countries</td>
</tr>
<tr>
<td>V</td>
<td>Forms of Letter of Bid, Qualification Information, Letter of acceptance, Agreement</td>
</tr>
<tr>
<td>VI</td>
<td>Bank Policy-Corrupt and Fraudulent Practices</td>
</tr>
<tr>
<td>VII</td>
<td>Activity Schedule</td>
</tr>
<tr>
<td>VIII</td>
<td>General Conditions of Contract</td>
</tr>
<tr>
<td>IX</td>
<td>Particular Conditions of Contract</td>
</tr>
<tr>
<td>X</td>
<td>Performance Specifications and Drawings(if applicable)</td>
</tr>
</tbody>
</table>

9.2 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 11. In case of any contradiction, documents obtained directly from the Employer shall prevail.

9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. Sections IV, VI, and X should be completed and returned with the Bid in the number of copies specified in the BDS.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer’s address indicated in the BDS. The Employer shall respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer’s response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source. If so specified in the BDS, the

---

3 It may be necessary to extend the deadline for submission of bids if the Employer’s response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.
Employer shall also promptly publish its response at the web page identified in the BDS. (where electronic downloading of bid document is permitted, the employer will upload the addenda on the website and it will be the responsibility of the bidders [who downloaded the bid document] to search the website for any addenda). Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 11 and ITB 21.2.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. \(^4\) Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 10.1.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 All documents relating to the Bid shall be in the English.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Letter of Service provider’s Bid (in the format indicated in Section IV);

(b) Bid Security, in accordance with ITB Clause 17, if required;

(c) Priced Activity schedule;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.2;

(e) Qualification Information Form and Documents;

(f) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specified in the BDS.

The documents listed in Section IV, VI, and X of sub-clause 9.1 shall be filled in without exception.

\(^4\) It is therefore important that the Employer maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.
13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IX, based on the priced Activity Schedule, Section VI, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices (both in figures & words) for all items of the Services described in the Specifications (or Terms of Reference) Section IX and listed in the Activity Schedule, Section VI. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

14.4 Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (Service Provider). Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view the specifications /performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not conform to the above provisions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.Ñ

14.5 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the BDS and the provisions of Clause 6.6 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Particular Conditions of Contract and of the General Conditions of Contract.

14.6 For the purpose of determining the remuneration due for
additional Services, a breakdown of the lump-sum price shall be
provided by the Bidder in the form of Appendix E to the
Contract

15. Currencies of
Bid and
Payment

15.1 The lump sum price shall be quoted by the Bidder entirely in
Indian Rupees.

16. Bid Validity

16.1 Bids shall remain valid for the period specified in the BDS. A
bid valid for a shorter period shall be rejected by the employer as
non-responsive.

16.2 In exceptional circumstances, prior to the expiry of the original
bid validity, the Employer may request that the bidders extend
the period of validity for a specified additional period. The
request and the bidders' responses shall be made in writing. If a
Bid Security is requested in accordance with ITB Clause 17, it
shall be extended up to 45 days after the extended deadline of the
extended bid validity period. A Bidder may refuse the request
without forfeiting the Bid Security. A Bidder agreeing to the
request shall not be required or permitted to modify its Bid,
except as provided in ITB Clause 16.3.

16.3 In the case of contracts in which the Contract Price is fixed (not
subject to price adjustment), in the event that the Employer
requests and the bidder agrees to the extension of the validity
period, the contract price, if the bidder is selected for award,
shall be the bid price adjusted as follows: The price shall be
increased by the factor (value of factor B specified in BDS) for
each week or part of a week that has elapsed between the
expiration of the initial bid validity and the date of issue of letter
of acceptance to the successful bidder. Bid evaluation shall be
based on the Bid Price without taking the above correction into
consideration.

17. Bid Security

17.1 If required in the BDS the Bidder shall furnish, as part of its Bid,
a Bid security, in original form for the amount shown in BDS for
these particular Services.

17.2 This bid security shall be in favour of, as specified in BDS, in one
of the following forms:

- A bank guarantee issued by a nationalized/scheduled bank located
  in India or a reputed bank located abroad in the form given in
  Section XI; or

- Certified cheque or Bank draft payable to the employer as
  specified in BDS.

- If the institution issuing the guarantee is located outside India, it
  shall be counter signed by a Nationalized/Scheduled bank located
  in India, to make it enforceable.

- Fixed Deposit/Time Deposit certificates issued by a Nationalized or
Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of the agency named in BDS and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificate.

- Any other security specified in BDS

17.3 Bank guarantee issued as Bid security for the bid shall be valid for 45 days beyond the validity of the bid. The bid security of a joint venture must define as all joint venture partners and list them in the following manner:

a joint venture consisting of ó é ô ó é ó and ó ó ó . names of all future partners as named in the letter of intent men in ITB 5.4(h)

17.4 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 17.1 to 17.3 above will be rejected by the Employer as non-responsive, pursuant to ITB Clause 27.1.

17.5 The Bid security of unsuccessful bidder will be returned within 42 days of the end of the bid validity period specified in Sub-Clause 16.1& 16.2.

The Bid Security of successful bidders will be discharged and returned when the bidder has signed the Agreement and furnished the required Performance Security.

17.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Service Provider's Bid, except as provided in ITB Sub-Clause 16.2; or

(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.

(c) if the successful Bidder fails within the specified time to:

(i) sign the Contract Agreement; or

(ii) furnish the required performance security.

17.7 If a bid security is not required in the BDS, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Service Provider's Bid, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 34; or furnish a performance security
25

in accordance with ITB 35;

the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of three years.

18. Alternative Proposals by Bidders

18.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are permitted in the BDS to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section IX. In such case, the method for evaluating such alternatives will be as indicated in the BDS.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a)& 5.4 (d). A copy of the legally valid authorization as specified in BDS should be attached along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments such as interlineations, erasures or over writing have been made, shall be valid only if they are signed or initialed by the authorized person or persons
signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed or initialed by the person or persons signing the Bid.

19.4 The Bidder shall furnish information as described in the Letter of Service Provider’s Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids (Refer BDS)

20.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures specified in the BDS. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”

20.2 The inner and outer envelopes shall

   (a) be addressed to the Employer at the address provided in the BDS;

   (b) bear the name and identification number of the Contract as defined in the BDS and PCC; and

   (c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Sub-mission of Bids

21.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. Bidders submitting bids electronically (when permitted) shall follow the electronic bid submission procedures specified in the BDS against ITB 20.1.

21.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with

---

5 The receiving address should be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safekeeping until Bid opening. A post office address is not satisfactory. The address must be the same as the receiving address described in the Invitation for Bids.
ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22. Late Bids (Refer BDS)

22.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

23. Withdrawal, Substitution and Modification of Bids (Refer BDS)

23.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 21. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.

23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Service Provider’s Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 17.6.

23.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause ITB 23.1 or included in the initial Bid

E. Bid Opening and Evaluation

24. Bid Opening (Refer BDS)

24.1 Except in the cases specified in ITB 22 and 23, the Employer shall publicly open and read out in accordance with ITB 24.2 & 24.3 all bids received by the deadline, at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 20.1, shall be as specified in the BDS.
24.2 First, envelopes marked WITHDRAWAL shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked SUBSTITUTION shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked MODIFICATION shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

24.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification, the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids (if permitted), the presence or absence of a bid security; and any other details as the Employer may consider appropriate. Only discounts and alternatives & modifications read out at bid opening shall be considered for evaluation. The Letter of Service Provider’s Bid and the Activity Schedule are to be initialed by representatives of the Employer attending bid opening in the manner specified in the BDS. The Employer shall neither discuss the merits of any bid nor reject any bid at bid opening (except for late bids, in accordance with ITB 22.1).

24.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if it was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

25. Confidentiality

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder
wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids
26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdown of prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change including any voluntary increase or decrease, in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness
27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required Bid Security in accordance with ITB Clause 17, if specified; and (d) is substantially responsive to the requirements of the Bidding Documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors
28.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28.2 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.6 (b).

29. Currency for Bid Evaluation

The currency for bid evaluation shall be Indian Rupees only.
30. Evaluation and Comparison of Bids (Refer BDS)

30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section VI, but including Day work, when requested in the Specifications (or Terms of Reference) Section IX;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.4.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 6.6, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5 Where bids are invited for several lots, the Employer shall determine the application of discounts so as to minimize the combined cost of all the lots, pursuant to ITB Sub-Clause 30.2 (c).

31. Preference for Domestic Bidders

Not used

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

F. Award of Contract
If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.6

The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the GCC called the “Letter of Acceptance”) shall state the sum that the Employer shall pay the Service Provider in consideration of the execution, completion, and maintenance of the services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the Letter of Acceptance date. Within 21 days of receipt of letter of acceptance, the successful Bidder shall sign the Agreement and deliver it to the Employer along with performance security in accordance with ITB Clause 35.1 and revised methodology of providing services.

The Employer shall publish in a national website (http://tenders.gov.in) the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the

6 Employers shall not reject bids or annul bidding processes, except as permitted in the Procurement Guidelines.
Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.

35. **Performance Security**

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract agreement and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee) stipulated in the BDS, in Indian Rupees.

(Refer BDS)  

35.2 If the Performance Security is provided by the successful Bidder in the in the form of a Bank Guarantee or cashier’s cheque/certified cheque/Bank Demand Draft, it shall be issued at the Bidder’s option, by a nationalized/scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and employers may resort to awarding the contract to the next lowest evaluated responsive bidder. Upon the successful Bidder’s, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.5.

36. **Advance Payment and Security**

36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a Security. Section X “Security Forms” provides a Bank Guarantee for Advance Payment form.

37. **Adjudicator /Disputes Review Expert**

37.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator (or Dispute Review Expert) under the Contract, at the daily rate specified in the BDS, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in Letter of Service Provider’s Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator [or Disputes Review Expert] proposed by the Bidder, the Employer will request the Appointing Authority designated in the BDS & Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator [or Disputes Review Expert].
# Section II. Bidding Data Sheet

## A. General

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>The Employer is: <em>THDC India Ltd., Vishnugad Pipalkoti Hydro Electric Project. (CPSU under MoP, GoI)</em></th>
</tr>
</thead>
</table>
| ITB 1.1 | The name of the Services is: *Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP*  
The identification number of the Services is: *THDCIL/VPHEP/PKOTI/19-20/04* |
| ITB 1.2 | The Intended Completion period is 160 Weeks (One Hundred & Sixty Weeks) from the *Date of signing of the Contract*. |
| ITB 2.1 | The Borrower is *THDC India Ltd., Vishnugad Pipalkoti Hydro Electric Project. (CPSU under MoP, GoI)*.  
The name of the Project is *Vishnugad Pipalkoti Hydro Electric Project, THDC India Ltd.*  
The loan or Financing Agreement Amount and number is US$ 648 Million and 8078-IN respectively. |
| ITB 4.4 | The list of firms debarred from participating in World Bank projects is available at: http://www.worldbank.org/debarr/. |
| ITB 5.2 | Prequalification has not been undertaken. |
| ITB 5.3\* | Please refer ITB 5.5(a) and ITB 5.5 (b) of BDS for the information required from bidders. |
| ITB 5.4 | Joint Venture: Maximum two firms allowed.  
The information needed for Bids submitted by joint ventures is as follows:  
*[List any additions or deletions to list in sub clause 5.4; otherwise list “none”]*.  
None |
| ITB 5.4 (g) | Any where in India. |
| ITB 5.5 | The previous financial years are:  
*2014-15, 2015-16, 2016-17, 2017-18, 2018-19*  
*[Specify the financial years; they should be those immediately preceding the financial year in which the bids are received.]* |

\* This section should be filled out by the Employer before issuance of the Bidding Documents.  
\* Delete if prequalification has been conducted.
| ITB 5.5(a) | At least 50 Lakhs of Average Annual Turnover of the Bidder during last 3 Financial Years ending 31st March, 2019 (Copy of certified /or audited by CA as the case may be to be supported)  
**Note:** If latest annual financial report (balance sheet and profit & Loss account) for assessing average annual financial turnover, is submitted as provisional issued by the CA engaged by the Company, the successful bidder will finally submit their final Balance Sheet. |
| ITB 5.5(b) | The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 3 years the following:  
- Experience during last 3 years ending last day of month previous to the one in which tender is invited should be in consulting / advising Indian Corporate (Listed on recognized Stock Exchange, and / or having a minimum annual turnover of Rs. 500 Crores) or through its registered section 8 company or trust for Project Management / Monitoring / Evaluation / Implementation of CSR projects in the area of Rural Development - number of such organizations engaged with at least 5 different Corporates.  
- Experience during last 3 years ending last day of month previous to the one in which tender is invited should be in executing single order value of at least 45 Lakhs advising Indian Corporate (Listed on recognized Stock Exchange, and / or having a min. annual turnover of Rs. 500 crores) or through its registered section 8 company or trust for Project Management/ Monitoring / Evaluation / Implementation of CSR projects in the area of Rural Development.  
- At least 5000 Lives impacted through various CSR interventions in the areas of Rural Electrification, Agri Interventions, Education, Various Livelihood Generation programs / interventions, others - as measured through defined parameters relating to environmental, social, and/or economic impact/RoI.  
- At least 3 Areas of demonstrated experience (minimum 2 years experience) in;  
  1. Education  
  2. Agriculture  
  3. Skilling  
- Experience during last 3 years ending last day of month previous to the one in which tender is invited should be of handling Minimum 3 Projects from Inception to completion stage while establishing direct / market linkages resulting in increase in the income levels of the beneficiaries on an ongoing / regular basis (such as setting up sustainable income generating activity and establishing end to end supply chain), including establishment of mechanism(s) to measure impact. |
At least 2 No. of working personnel(s) at the Senior Management / Promoter levels in the organization, having corporate experience of minimum 10 years and a minimum of 3 years experience in the Rural development sector.

At least 2 Senior management Professionals with atleast 10 years Experience in supply chain management and logistics.

**Note:** The bidders have to furnish the experience certificate / self certification for satisfactory completion of work of similar nature as mentioned above along with copy of Work Order from Client. In the experience certificate / self certification, Agreement no., Completion value of work, Name of work, Date of start, Date of completion and Signature / Name of issuing authority, designation, Contact No. and email address should be clearly mentioned. The experience certificate / Work Order issued by PSU’s/Central Govt. /State Govt. or Semi Govt. Deptt. will be accepted. However, Experience certificate / Work Order issued by the private firm/company will be acceptable only, if supported by the TDS certificate.

### ITB 5.5 (c)
Not Applicable

### ITB 5.5 (d)
The Key Personnel required for the project implementation are:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation of Personnel</th>
<th>No.</th>
<th>Minimum Qualification</th>
<th>Minimum years of experience</th>
<th>Minimum experience in providing similar services</th>
</tr>
</thead>
</table>
| 1      | Project Co-coordinator   | 01  | Post Graduate in Social Sciences / MBA / Rural Management | 15 Years                    | 10 Years -  
I. Management of Capacity Building / Training Related Programs in large Projects  
II. Developing & Implementation of Livelihood / Rural Development / CSR Programs  
III. Working with Rural & Peri-Urban Community  
| 2      | Livelihood Specialist    | 01  | Post Graduate in Social Sciences / MBA / Rural Management | 10 Years                    | 10 Years -  
I. In design / preparation and... |
37

Management implementation of livelihood / rural development/ CSR programs; II. working with rural and peri-urban community; and III. In managing large scale socio-economic databases.

At least 5 years experience in training and capacity building related activities in formation and nurturing of SHG and its federations.

| 3 | Community Development Specialist | Post Graduate in Social Sciences / MBA / Rural Management | 10 | 10 Years - I. Conduction of community consultations; II. Social mobilization; III. working with rural and Peri-urban community.
At least, 5 years experience in training in participatory techniques in formation and nurturing of SHG and its federations.
The specialist must have experience of working in rural development and livelihoods programs of large scale.

[Indicate designation, qualification & Experience for each person and furnished their Curriculum Vitae]
### B. Bidding Documents

**ITB 9.3 and 19.1**

To be submitted online.

**ITB 10.1**

For **clarification purposes** only, the Employer’s address is:

- **Attention:** AGM (C&MM), *THDC India Ltd, Vishnugad Pipalkoti Hydro Electric Project*
- **Street Address:** *Alaknandapuram, Siyasain*
- **Floor/Room number:** *Not Applicable*
- **City:** *Pipalkoti, District, Chamoli*
- **ZIP Code:** *246472*
- **Country:** *INDIA*
- **Telephone:** 01372-256347
- **Facsimile number:** *Not Applicable*
- **Electronic mail address:** cmm vphep@thdc.co.in

Requests for clarification should be received by the Employer no later than 14 **days prior to deadline for submission of bids.**

**ITB 11.2**

Any addenda / clarification shall be displayed / hosted in CPP portal website as mentioned in IFB.

### C. Preparation of Bids

**ITB 13.1**

Any additional documents required to be completed and submitted by the Bidders are *Please refer Section IV (2) Qualification Information.*

**ITB 13.2**

*Not Applicable*

**ITB 14.4, 14.5 & 14.6**

*Not Applicable*

**ITB 16.1**

The Bid shall be valid for 120 days.

**ITB 16.3**

The factor $B$ is *Not Applicable*.

**ITB 17.1**

The Bid Security amount is Rs. 2,39,000/- (Rupees Two Lakh Thirty Nine Thousand Only).

**ITB 17.2**

ITB 17.2 is replaced as under:

1. Bid Security should be in favour of THDC INDIA LIMITED Payable at

---

9 The value of $B$ may be fixed based on the average inflation during the past one year.
Types of acceptable securities are as under,

(i) Bid Security may be deposited in the form of pay order or Demand Draft in favour of **THDC India Ltd.** payable at **Pipalkoti (Chamoli)** or irrevocable Bank Guarantee in prescribed form from a Nationalized/Scheduled Bank and valid till 45 days after the expiry of the offer i.e. 120 days. In case of BG, non-judicial stamp paper should be in the name of Bank issuing the Guarantee.

(ii) Bid Security can also be deposited through e-payment (RTGS/NEFT) directly in THDCIL bank account. Bidder should upload the UTN No. / Transaction ID with Part-I bid. Details of Bank A/C of THDCIL are as under:

| I)  | Account Holder Name | : THDC INDIA LIMITED   |
| II) | Bank Name & Branch  | : SBI, Pipalkoti, Distt.- Chamoli |
| III) | Current A/C No.     | : 32929585045 |
| IV)  | IFSC Code           | : SBIN0004905 |
| V)   | MICR code           | : 246002008 |

**ITB 17.7** Not Applicable

**ITB 18.1** Alternative bids are not permitted.

**ITB 18.2** Alternative times for completion are not permitted.

**ITB 18.4** Alternative technical solutions are not permitted.

**ITB 19.1** Not Applicable (Bid is to be submitted online only).

**ITB 19.2** The written confirmation of authorization to sign on behalf of the Bidder shall indicate:

(a) *Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and*

(b) *In the case of Bids submitted by an existing JV, if permitted as per ITB 5.4, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.*

**D. Submission of Bids**

**ITB 20.1** Bidders may submit their bids electronically: “Yes”. *And the procedure is as under:*

**Instructions for Online Bid Submission:**

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

More information useful for submitting online bids on the CPP Portal may be
REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned
with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the due date & time of bid opening or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid
8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232. Mobile Nos 91-7878007972 and 91-7878007973

The Bids are invited in Single Stage, Two-Part Bid System. The first part (Part-I) called The PQ & Techno-Commercial Bid shall contain EMD, Cost of Bid Document (if applicable), pre-qualification information and documentary evidence in support thereof, Techno-Commercial information and documentary evidence in support thereof. Part-II shall contain only the Price Bid.

Both Part-I (PQ & Techno-commercial Bid) and Part-II (Price Bid) of the bid are required to be submitted electronically only and shall be uploaded on the website portal http://eprocure.gov.in/eprocure/app in the prescribed format after downloading from the above website. Submission of bids both Part-I and Part-II in hard copy is not permitted / allowed and in case of any such submission, the bid will be considered for rejection by the Client.

However, in case of Part-I of the Bid, the bidder has to submit the Tender Fee viz. original DD or copy of receipt of RTGS/NEFT transfer details and Earnest Money Deposit (EMD) viz. original DD or Irrevocable Bank Guarantee on prescribed format or copy of receipt of RTGS/NEFT transfer details, Power of Attorney, in a sealed envelope at the address mentioned in ITB on or before the due date and time of bid submission, with the clear marking on the top of the envelope “Do Not Open Before 16.00 hrs. on 12.09.2019 (date as per NIT/ITB) : Tender No. THDCIL/VPHEP/PKOTI/19-20/04” The scanned copy of all these documents should also be uploaded in the website along with Part-I of the bid. The Employer shall not be responsible for misplacement/loss or delay in delivery of envelop(s). This circumstance may be case for Proposal rejection. Bids shall not be opened if hard copy of the above documents in original is not received before the due date and time of bid submission. The bidder has also to submit the details of Tender Fee and EMD as per Annexure- I
An authorized representative of the firm shall put his initials on all pages of the Proposal.

**ITB 20.2 (a)**
Not Applicable as the bid is to be submitted online only.

**ITB 20.2 (b)**
The name of the Services is: *Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP*

The identification number of the Services is: *THDCIL/VPHEP/PKOTI/19-20/04*

**ITB 20.2 (c)**
Not Applicable as the bid is to be submitted online only.

**ITB 20.3 & 20.4**
Not Applicable

**ITB 21.1**
The deadline for submission of bids shall be *09.09.2019 AT 15.30 hrs.*; In the event the specified date is declared as a holiday for the employer, the physical documents of Part-I will be received up to the appointed time on the next working day.

**ITB 22.1**
Late bids are not applicable / permitted in this online bidding process.

**ITB 23**
The following clauses are Modified:

23.1 The Bidder 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.

23.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the BDS or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 17.6.

**E. Bid Opening and Evaluation**

**ITB 24.**
Thebid opening shall take place at:

*Office of AGM (C&MM), THDC India Ltd, Vishnugad Pipalkoti Hydro Electric Project*

*Alaknandapuram, Siyasain*

*Pipalkoti, District, Chamoli*

ZIP Code: 246472.

Date: *12.09.2019* ; Time: *16.00 hrs.*

The bid opening procedures shall be as under:

Pre qualification information & Techno-commercial bid (Part-I) will be
opened by Employer online only on CPP Portal of NIC on due date and
time in presence of bidders who wish to attend the opening. Price bid shall
be opened online only subsequently for those bidders who meet PQ
requirements and whose Techno commercial bids (Part-I) is substantially
responsive to the requirement of the bidding documents.

Status of Qualified / Disqualified bidder shall be available / uploaded online
on tender portal.

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. No
correspondence shall be entertained from the bidders after the opening of
Price Bid(s). Employer reserves the right to negotiate the tender, if
required.

| ITB 30.4, 30.5 | Not Applicable |

### F. Award of Contract

**ITB 32.2**

Not Applicable

**ITB 34.1**

The Bidder whose Bid has been accepted shall be notified of the award by
the Employer prior to expiration of the Bid validity period on tender website
[http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) and in writing by E- mail or confirmed by
registered letter from the Employer. This letter (hereinafter and in the GCC
called the Letter of Acceptance) shall state the sum that the Employer shall
pay the Service Provider in consideration of the execution, completion, and
maintenance of the services by the Service provider as prescribed by the
Contract (hereinafter and in the Contract called the Contract Price).

**ITB 34.4**

The Employer shall publish in a national website ([http://eprocure.gov.in](http://eprocure.gov.in)) the
results identifying the bid and the following information: (i) name of each
bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii)
name and evaluated prices of each bid that was evaluated; (iv) name of
bidders whose bids were rejected and the reasons for their rejection; and (v)
ame of the winning bidder, and the price it offered, as well as the duration
and summary scope of the contract awarded. After publication of the award,
unsuccessful bidders may request in writing to the Employer for a debriefing
seeking explanations for the failure of their bids. The Employer shall
promptly respond in writing to any unsuccessful Bidder who, after
publication of contract award requests the Employer in writing to explain on
which grounds its bid was not selected.

**ITB 35.1**

The Successful bidder will be required to submit Performance Security for
an amount equivalent to 10% of the Contract Price and the Standard Form of
Performance Security acceptable to the Employer shall be as under:

1. Performance Security may be deposited in the form of pay order
or Demand Draft in favour of THDC India Ltd. payable at
Pipalkoti (Chamoli) or irrevocable Bank Guarantee in prescribed
form from a Nationalized/Scheduled Bank and valid upto 60 days
beyond Contract Completion Period. In case of BG, non-judicial
stamp paper should be in the name of Bank issuing the Guarantee.

(2) Performance Security can also be deposited through e-payment (RTGS/NEFT) directly in THDCIL bank account. Bidder should upload the UTN No. / Transaction ID with Part-I bid. Details of Bank A/C of THDCIL are as under:

<table>
<thead>
<tr>
<th>No.</th>
<th>Details</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>I)</td>
<td>Account Holder Name</td>
<td>: THDC INDIA LIMITED</td>
</tr>
<tr>
<td>II)</td>
<td>Bank Name &amp; Branch</td>
<td>: SBI, Pipalkoti, Distt.- Chamoli</td>
</tr>
<tr>
<td>III)</td>
<td>Current A/C No.</td>
<td>: 32929585045</td>
</tr>
<tr>
<td>IV)</td>
<td>IFSC Code</td>
<td>: SBIN0004905</td>
</tr>
<tr>
<td>V)</td>
<td>MICR code</td>
<td>: 246002008</td>
</tr>
</tbody>
</table>

**ITB 35.2**  
Modified as under:

If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee or Bank Demand Draft, it shall be issued at the Bidder’s option, by a nationalized/scheduled bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture.

**ITB 36.1**  
Not Applicable

**ITB 37.1**  
Not Applicable
Section III. Eligible Countries
(Not applicable)
Section IV. Forms of Letter of Service Provider’s Bid, Qualification Information, Letter of Acceptance, and Agreement (Form of Contract)
1. Letter of Service Provider’s Bid

The Bidder must prepare the Letter on stationery with its letterhead clearly showing the Bidder’s complete name and address. This is to be uploaded with the bid Part-I.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: __________________________

Invitation for Bid No.: THDCIL/VPHEP/PKOTI/19-20/04

To:
AGM (C&MM),
Vishnugad Pipalkoti Hydro Electric Project,
THDC India Ltd.
Pipalkoti, District Chamoli (UK)

We, the undersigned, declare that:
(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 11);
(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
(c) We have not been suspended nor declared ineligible by the Employer in accordance with ITB 4.7 & ITB 5.7;
(d) We offer to execute in conformity with the Bidding Documents the contract for providing the following service “Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP”;
(e) Our bid shall be valid for a period of 120 days days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
(g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 6.1;
(h) Our firm, its affiliates or subsidiaries, including any Sub-Service Providers or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
(i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;\textsuperscript{10}

(j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any collusive arrangements with competitors;

(k) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely \textit{Prevention of Corruption Act 1988};

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(n) If awarded the contract, the person named below shall act as Service Provider’s Representative: ____________________

Name of the Bidder* …………………………………………………

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing]/day of [insert month], [insert year]

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

\textsuperscript{10} Use one of the two options as appropriate.
2. **Bid Qualification Information**  
*(to be submitted on-line in Excel Sheet available on CPP e-procurement Portal only as a separate document)*

---

**Bid No.: THDCIL/VPHEP/PKOTI/19-20/04**

**PRE-QUALIFYING CONDITIONS/Criteria (PQR):**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Prequalifying Requirements for tenderer (Item)</th>
<th>Remark</th>
<th>All details to filled by tenderer on coloured cell (Write ‘N.A.’ if not applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; Address of the tenderer</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Whether Individual or Company or Partnership Firm or proprietorship or Joint Venture (JV) or consortium? (JV format is enclosed at Annexure ‘M’)</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name &amp; address of Directors and / or Partners (in case of Company or Partnership firm) or name &amp; address of the Proprietor(s) in the case of sole firm. Or Name and Address of the Lead Partner in case of JV/Consortium (Documentary evidence to be uploaded.)</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The organisation chart of the tenderer to be scanned &amp; uploaded</td>
<td>To be mentioned</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td></td>
<td>Usual place of business.</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact Address with email add.</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cost of tender document:</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amount Rs. 2950.00 (Including GST).</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Whether Cost of tender document send in physical form</td>
<td>To be mentioned</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td></td>
<td>Whether Cost of tender document Scanned &amp; Uploaded</td>
<td>To be mentioned</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td></td>
<td>Form of Cost of tender document (DD/pay order/Through RTGS / NEFT)</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date of issue</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DD / Pay order / RTGS details.</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Issuing Bank</td>
<td>To be mentioned</td>
<td></td>
</tr>
</tbody>
</table>
3 Earnest Money amounting to Rs. 2,39,000/- should be valid till 45 days after the expiry of the offer i.e. 120 days.

<table>
<thead>
<tr>
<th>Whether EMD send in physical form</th>
<th>To be mentioned (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether EMD Scanned &amp; Uploaded</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>Form of Earnest Money (BG/DD/Pay order)/Through RTGS/NEFT.</td>
<td>To be mentioned</td>
</tr>
<tr>
<td>DD / Pay order / RTGS details.</td>
<td>To be mentioned</td>
</tr>
<tr>
<td>Issuing Bank</td>
<td>To be mentioned</td>
</tr>
<tr>
<td>Date of issue</td>
<td>To be mentioned</td>
</tr>
</tbody>
</table>

4 Average annual financial turn over during last 3 years, ending 31 March 2019 should be at least 50 lakh.

| Whether copy of certified /or audited by CA as the case may be scanned & uploaded | To be mentioned (Yes/No) |
| 2016-2017 (in Lakh) (In Figures) | To be mentioned |
| 2017-2018 (in Lakh) (In Figures) | To be mentioned |
| 2018-2019 (in Lakh) (In Figures) | To be mentioned |

| Average Turnover (in Lakh) (In Figures) | To be mentioned |

5 Experience certificate

| All the required certificate and documents as mentioned below in support of credentials of the bidder has to be scanned and uploaded (Please also refer note of BDS (ITB Clause 5.5(b)) | To be mentioned |

i Experience during last 3 years ending last day of month previous to the one in which tender is invited should be in consulting / advising Indian Corporate (Listed on recognized Stock Exchange, and / or having a minimum annual turnover of Rs. 500 Crores) or through its registered section 8 company or trust for Project Management / Monitoring / Evaluation / Implementation of CSR projects in the area of Rural Development - number of such organizations engaged with at least 5 different Corporates.

| To be mentioned (Yes/No). If yes, mention reference number / details of document uploaded in support. |

ii Experience during last 3 years ending last day of month previous to the one in which tender is invited should be in executing single order value of at least 45 Lakhs advising Indian Corporate (Listed on recognized Stock Exchange, and / or having a min. annual turnover of Rs. 500 crores) or through its registered section 8 company or trust for Project Management/ Monitoring / Monitoring / Evaluation / Implementation of CSR projects in the area of Rural Development - number of such organizations engaged with at least 5 different Corporates.

<p>| To be mentioned (Yes/No). If yes, mention reference number / details of document uploaded in support. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>iii</strong></td>
<td>At least 5000 Lives impacted through various CSR interventions in the areas of Rural Electrification, Agri Interventions, Education, Various Livelihood Generation programs / interventions, others - as measured through defined parameters relating to environmental, social, and/or economic impact/RoI.</td>
<td>To be mentioned (Yes/No) If yes, mention reference number / details of document uploaded in support.</td>
</tr>
<tr>
<td><strong>iv</strong></td>
<td>At least 3 Areas of demonstrated experience (minimum 2 years experience) in;  I - Education  ii - Agriculture  iii - Skilling</td>
<td>To be mentioned (Yes/No) If yes, mention reference number / details of document uploaded in support.</td>
</tr>
<tr>
<td><strong>v</strong></td>
<td>Experience during last 3 years ending last day of month previous to the one in which tender is invited should be of handling Minimum 3 Projects from Inception to completion stage while establishing direct / market linkages resulting in increase in the income levels of the beneficiaries on an ongoing / regular basis (such as setting up sustainable income generating activity and establishing end to end supply chain), including establishment of mechanism(s) to measure impact.</td>
<td>To be mentioned (Yes/No) If yes, mention reference number / details of document uploaded in support.</td>
</tr>
<tr>
<td><strong>vi</strong></td>
<td>At least 2 No. of working personnel(s) at the Senior Management / Promoter levels in the organization, having corporate experience of minimum 10 years and a minimum of 3 years experience in the Rural development sector.</td>
<td>To be mentioned (Yes/No) If yes, mention reference number / details of document uploaded in support.</td>
</tr>
<tr>
<td><strong>vii</strong></td>
<td>At least 2 Senior management Professionals with atleast 10 years Experience in supply chain management and logistics.</td>
<td>To be mentioned (Yes/No) If yes, mention reference number / details of document uploaded in support.</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>The Bidders shall upload following scanned papers in support of their bids</td>
<td></td>
</tr>
<tr>
<td><strong>i</strong></td>
<td>A preliminary description of the proposed work method in line with ITB 5.1</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td><strong>ii</strong></td>
<td>PAN No. (copy uploaded and scanned).</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>MENTIONED</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>iii</td>
<td>Copy of GST registration no. as per applicable GST Act.(copy uploaded and scanned)</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>iv</td>
<td>EPF Registration and EPF code number under the Employees Provident Fund and Miscellaneous provision Act. 1952 (Copy Scanned &amp; uploaded).</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>v</td>
<td>Details of manpower available and proposed deployment for tendered works (Copy Scanned &amp; uploaded).</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>vi</td>
<td>Duly filled Details of Bank Account (Annexure - C), Form for Power of Attorney (Annexure i D), Declaration of Bidder (Annexure-E), No Deviation Certificate (Annexure-F), Tender Form (Annexure-G) in bidderâ€™ letter head, Warranty Form (Annexure-H) on non-judicial stamp paper, RTGS/NEFT payment details (Annexure-I), Annexure i K, Annexurei L and Annexurei M as per format annexed with tender documents</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>vii</td>
<td>Power of attorney of authorized Signatory (copy scanned and uploaded)</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>viii</td>
<td>Partnership deed (copy scanned and uploaded)</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>ix</td>
<td>Certificate of in-corporation in case of Ltd./private Ltd. Company (copy scanned and uploaded)</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>x</td>
<td>Joint Venture or Consortium as per Annexure i M, if applicable (copy scanned and uploaded)</td>
<td>To be mentioned (Yes/No/NA)</td>
</tr>
<tr>
<td>7</td>
<td>Name of Bankers and Bankerâ€™ Certificate/ Solvency Certificate on credential of the tenderer: (copy scanned and uploaded)</td>
<td>To be mentioned (Yes/No)</td>
</tr>
<tr>
<td>8</td>
<td>Acceptance of terms &amp; condition of tender without any deviation in toto (Agree/Disagree)</td>
<td>To be mentioned (Agree/Disagree)</td>
</tr>
<tr>
<td>9</td>
<td>Any other information the tenderer may like to furnish.</td>
<td>To be mentioned</td>
</tr>
</tbody>
</table>

**Note**

1. Scan & Upload all the supporting documents of PQR & EMD etc. before the submission date and time.
2. Fill only Figures where ‘In Figures’ is mentioned to avoid confusion.
3. Do not mention “enclosed” in any of the fields of PQR sheet where details are required.
4. All fields must be filled. Write ‘N.A’ if not applicable in PQR sheet.
Submit the physical form of Cost of tender documents & EMD (DD/BG/UTR slip) by hand/post to “Sr. Manager (C&MM) THDCIL, VPHEP, Alaknandapuram Siyasain (Jaisal), Pipalkoti Chamoli (Uttarakhand) – 246472”. Bid without Cost of tender documents & EMD will not be considered and liable to reject.
Letter of Acceptance

Identification No and Title of Contract: THDCIL/VPHEP/PKOTI/19-20/04, "Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP"

To:
(Insert name and address of the service provider)

This is to notify you that your Bid dated [insert date] for execution of the work of "Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP against bid no. THDCIL/VPHEP/PKOTI/19-20/04 for the Contract Price [insert amount in numbers and words] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by THDCIL as per scope of work as mentioned in bidding documents and Price Schedule enclosed herewith at Annexure-1.

We note that as per your bid, you do not intend to subcontract any component of services.

[OR]

We note that as per your bid, you propose to employ M/s. [insert name] as sub-Service Provider for executing [insert work description]..

[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 35 for an amount of Rs. [insert amount] within 21 days of issue of this Letter of Acceptance, valid upto 60 days beyond Contract Completion Period i.e. upto [insert date] and sign the contract, failing which action as stated in ITB Clause 35.3 will be taken.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2.2 of General Conditions of Contract within 14 days of issue of this letter of acceptance.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency
(4) Form of Contract

[On non judicial stamp paper of appropriate value]

LUMP-SUM CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "Employer" (hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [amount];

(c) the Employer has received [or has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [or a credit from the International Development Association (hereinafter called the "Association") towards the cost of the Services and intends to apply a portion of the proceeds of this loan [or credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [or Association] will be made only at the request of the Employer and upon approval by the Bank [or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [or credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

   (a) the Letter of Acceptance;
(b) the Service Provider’s Bid / Tender Form;
(c) the Particular Conditions of Contract;
(d) the General Conditions of Contract;
(e) the Specifications / Description of the Services;
(f) the Priced Activity Schedule;
(g) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Key Personnel and Sub-Service Providers
Appendix D: Not used
Appendix E: Not used
Appendix F: Services and Facilities Provided by the Employer
Appendix G: Not used
Appendix H: Salient Features of Labor & Environment Laws

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider
[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]
Section V. Bank Policy - Corrupt and Fraudulent Practices

(Section V shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, Service Providers and their agents (whether declared or not), sub-service Providers, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

---

11In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

12For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

13For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

14For the purpose of this sub-paragraph, "parties" refer to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

15For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.
(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-Service Providers, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-service provider, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

---

16 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

17 A nominated sub-Service Provider, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.
(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and Service Providers, and their sub-Service Providers, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.
Part 2 – Priced Activity Schedule
# Section VI.

## (PART-II) PRICE SCHEDULE (Not to be quoted here)

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description of Item</th>
<th>Units</th>
<th>Total Basic Lump Sum Cost * (Rs.)</th>
<th>GST ** in Percentage (%)</th>
<th>GST Amount (Rs.)</th>
<th>Total Cost including GST (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establish a Baseline, Preparation of Framework / Planning for creating Livelihood Enhancement Opportunities, Income Generation in &amp; around Project Affected Villages including Field Works &amp; Piloting for Livelihood Promotion &amp; Allied Activities etc. towards Socio-Economic Development &amp; its Implementation in Relation to Vishnugad Pipalkoti HEP as per the Terms of Reference (ToR – Appendix A, B, C &amp; F) &amp; other Conditions therein.</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (4+6)</td>
</tr>
</tbody>
</table>

* Indicate the Lump Sum cost of providing the services as per Bidding Document, which shall include all Service Provider’s expenses and other expense such as visits, travel, report printing or secretarial expenses, accommodation, office expenses, profit etc. and all taxes & duties (other than GST), if applicable and payable by the Service Provider.

** GST as applicable and payable in India shall be paid extra and shall be reimbursed to the Service Provider on actual basis / submission of documentary evidence. In case of any revision in the GST in India the same shall be reimbursed as per Bidding Documents.

Note-
1. **GST as applicable and payable in India shall be paid extra and shall be reimbursed to the Service Provider on actual basis / submission of documentary evidence. In case of any revision in the GST in India the same shall be reimbursed as per Bidding Documents.
2. The contract Price shall remain firm during the currency of the contract.
3. The Price Bid has to be submitted by the bidders on-line in Excel file on CPP e-procurement Portal only.
Section VII: Conditions of Contract
General Conditions of Contract
A. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.

(b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.

(c) “Bank” means the Financing institution named in PCC.

(d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.

(e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.

(f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.

(h) “Employer” means the party who employs the Service Provider.

(i) “Foreign Currency” means any currency other than the currency of the country of the Employer.

(j) “GCC” means these General Conditions of Contract.

(k) “Government” means the Government of India.

(l) “Local Currency” means Indian Rupees.

(m) “Member” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the PCC to act on their behalf in exercising all the Service Provider’s rights and obligations towards the Employer under this Contract.
(n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them.

(o) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof.

(p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.

(q) "Service Provider"'s Bid means the completed bidding document submitted by the Service Provider to the Employer.

(r) "PCC" means the Particular Conditions of Contract by which the GCC may be amended or supplemented.

(s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer.

(t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

(u) "Sub-Service Provider" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Union of India.

Salient features of major labour and other laws that are normally applicable in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India when

(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

1.3 Language

This Contract has been executed in English language, which shall be
the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the PCC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the PCC.

1.7 Inspection and Audit by the Bank 1.7.1 The Service provider shall keep, and shall make all reasonable efforts to cause its Sub-Service Providers and sub-consultants to keep, accurate and systematic accounts and records in respect of the performance of Services in such form and details as will clearly identify relevant time changes and costs.

22.3 The Service Provider shall permit and shall cause its Sub-Service Providers and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service provider’s and its Sub-Service Providers’ and sub-consultants’ attention is drawn to Sub-Clause 9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

1.8 Taxes and Duties The Service Provider, Sub-Service Providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of This Contract shall come into effect on the date the Contract is
Contract signed by both parties and such other later date as may be stated in the PCC.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the PCC.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the PCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition 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.

2.5.2 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.
2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

(Refer PCC)

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract pursuant to GCC clause 9, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after
receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank’s suspension notice.

(b) If the Service Provider has not received sums due to by the due date stated in the PCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source (TDS) as per applicable law, prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Service Providers or third parties.
3.2 Conflict of Interest

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract;

(b) during the term of this Contract, neither the Service Provider nor their Sub-Service Providers shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

(c) after the termination of this Contract, such other activities as may be specified in the PCC.

3.3 Confidentiality

The Service Provider, its Sub-Service Providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers as the case may be) own cost but on terms and conditions approved by the Employer, insurance against
the risks, and for the coverage, as shall be specified in the PCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider’s Actions Requiring Employer’s Prior Approval

The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C (Key Personnel and Sub-Service Providers),

(c) changing the Program of activities; and

(d) any other action that may be specified in the PCC.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the PCC.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the other contractor's obligations and
liabilities under the contract.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the PCC.

3.9 Performance Security (Refer PCC)

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider’s Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience...
acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions
The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the PCC.

5.2 Taxes
The rates quoted by the Service Provider shall be deemed to be inclusive of the Vat, Sales and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.

5.3 Services and Facilities
The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration
The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Sub-Service Providers’ costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. The Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price
The price payable in Indian rupees is set forth in the PCC.

6.3 Payment for Additional Services, and Performance Incentive Compensation
6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.

6.3.2 If the PCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment
Payments will be made to the Service Provider according to the payment schedule stated in the PCC. Unless otherwise stated in the PCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the
period stated in the PCC. Any other payment shall be made after the conditions listed in the PCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the PCC, interest shall be paid to the Service Provider for each day of delay at the rate specified in the PCC.

**6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

\[ P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}} \]

Where:

- \( P_c \) is the adjustment factor for the portion of the Contract Price payable in a specific currency \( c \).
- \( A_c, B_c \) and \( C_c \) are coefficients specified in the PCC, representing: \( A_c \) the nonadjustable portion; \( B_c \) the adjustable portion relative to labor costs and \( C_c \) the adjustable portion for other inputs, of the Contract Price payable in that specific currency \( c \);
- \( L_{mc} \) is the index prevailing at the first day of the month of the corresponding invoice date and \( L_{oc} \) is the index prevailing 28 days before Bid opening for labor; both in the specific currency \( c \);
- \( I_{mc} \) is the index prevailing at the first day of the month of the corresponding invoice date and \( I_{oc} \) is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency \( c \).

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

**6.7 Dayworks**

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid
shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the PCC. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the PCC.

7.1.2 The Service Provider shall permit the Employer’s Technical auditor to check the Service Provider’s work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider’s or the Employer’s responsibility as defined in the Contract Agreement

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will
assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement (Refer PCC)

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator/Dispute Review Expert (DRE) within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator/DRE shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid daily at the rate specified in the BDS and PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator/DRE. Either party may refer a decision of the Adjudicator/DRE to an Arbitrator within 28 days of the Adjudicator/DRE’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator/DRE’s decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the PCC.

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator/DRE and either party is dissatisfied with the decision given by the Adjudicator/DRE.

8.2.5 Should the Adjudicator/DRE resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator/DRE will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator/DRE shall be designated by the Appointing Authority designated in the PCC at the request of either party.
within 14 days of receipt of such request.

9.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix IX to the GCC.

9.2 The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, Service Providers and their agents (whether declared or not), sub-Service Providers, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.18 In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 19;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; 20

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; 21

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; 22

(v) "obstructive practice" is

18 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.
19 For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.
20 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "fact or omission" is intended to influence the procurement process or contract execution.
21 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.
22 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.
Section VI. Bank Policy - Corrupt and Fraudulent Practices

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-Service Providers, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated service provider, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

23 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

24 A nominated sub-Service Provider, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.
Section VIII. Particular Conditions of Contract

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(a)</td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>1.1 (c)</td>
<td>†Bank† means: †International Bank for Reconstruction and Development (IBRD)†</td>
</tr>
<tr>
<td>1.1(e)</td>
<td>The contract name is: Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan &amp; its Implementation in Relation to VPHEP.</td>
</tr>
<tr>
<td>1.1(h)</td>
<td>The Employer is: THDC India Ltd. Vishnugad Pipalkoti Hydro Electric Project.</td>
</tr>
<tr>
<td>1.1(m)</td>
<td>The Member in Charge is: [name of Member/ Leader of the Joint Venture].</td>
</tr>
<tr>
<td>1.1(p)</td>
<td>The Service Provider is [insert name]</td>
</tr>
<tr>
<td>1.4</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Employer: THDC India Ltd. Vishnugad Pipalkoti Hydro Electric Project, Alaknandapuram, Siyasain, Pipalkoti, Chamoli (Uttarakhand)- 246472</td>
</tr>
<tr>
<td></td>
<td>Attention: AGM (C&amp;MM)</td>
</tr>
<tr>
<td></td>
<td>E-mail            <a href="mailto:cmm.vphep@thdc.co.in">cmm.vphep@thdc.co.in</a></td>
</tr>
<tr>
<td></td>
<td>Service Provider:</td>
</tr>
<tr>
<td></td>
<td>Attention:</td>
</tr>
<tr>
<td></td>
<td>Facsimile:</td>
</tr>
<tr>
<td></td>
<td>E-Mail é é é é é é é é é é é é é é é é é é é é é é é é é é é é é .</td>
</tr>
<tr>
<td>1.6</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Employer: é é é é é é é é é é é é é é é é é é é é é é é é é é é é é .</td>
</tr>
<tr>
<td></td>
<td>For the Service Provider:</td>
</tr>
<tr>
<td>2.1</td>
<td>The date on which this Contract shall come into effect is †Date of signing of the Contract†</td>
</tr>
</tbody>
</table>
2.2.2 The Starting Date for the commencement of Services is the Date of signing of the Contract.

2.3 The Intended Completion Date is \( \ldots \) (i.e. 160 weeks from the commencement date).

2.5.4 No additional payment on account of Force Majeure shall be made.

3.2.3 Activities prohibited after termination of this Contract are: Any business or professional activities which would conflict with the activities assigned to the Service Provider under the Contract.

3.4 The risks and coverage by insurance shall be:

(i) Third Party motor vehicle *in accordance with the applicable law in India*;
(ii) Third Party liability *“in accordance with the applicable law in India”*;
(iii) Employer’s liability and workers’ compensation *in accordance with the applicable law in India*;
(iv) Professional liability equal to the contract value.
(v) Loss or damage to equipment and property - Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider’s property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.

**Note:** All the above insurance policies are to be submitted by the Service Provider to Engineer-in-Charge before commencement of the work.

3.5(d) The other actions are as stated in tender documents/Contract or as instructed by Employer.

3.7 Restrictions on the use of documents prepared by the Service Provider are: Any where unrelated to this contract.

3.8.1 Service Provider shall pay liquidated damages to the Employer at the rate of half percent (1/2%) of contract Price for every week or part thereof for delay in execution of completion of work. The total amount of liquidated damages for delay in completion under the contract will be subject to a maximum of 10 % (Ten Percent) of the Total Contract Price.

3.8.3 @ 1% of the payment due for the corresponding activity.

3.9 **Performance Security** The Successful bidder will be required to submit Performance Security for an amount equivalent to 10% of the Contract Price and in the Standard Form as specified in BDS clause no. 35.1. The Performance Security shall be valid upto 60 days beyond the contract completion period. The performance security will be discharged by the employer and returned to the service provider not later than 02 months following the completion of the service provider’s obligation under...
the contract on certification by Engineer-in-charge (EIC). No interest will be payable by the employer on the Performance Security.

5.1 The assistance and exemptions provided to the Service Provider are as per ToR (Appendix A, B, C & F).

6.2 The amount in Indian rupees (Rs.) is é é é é é é é é é .. [insert amount]

6.3.1 & 6.3.2 NOT APPLICABLE

6.4 Payments shall be made according to the following schedule:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>PAYMENT IN % OF TOTAL CONTRACT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part (A)</td>
<td>20 % Payment shall be for preparation of Baseline, Strategy; Identification, Planning, Estimation &amp; implementation modalities of Pilot Projects. Payment shall be released as below:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Inception Report</td>
<td>2%</td>
</tr>
<tr>
<td>2</td>
<td>Draft Baseline</td>
<td>3%</td>
</tr>
<tr>
<td>3</td>
<td>Final Baseline</td>
<td>5%</td>
</tr>
<tr>
<td>4</td>
<td>Draft Strategy</td>
<td>5%</td>
</tr>
<tr>
<td>5</td>
<td>Final Strategy</td>
<td>5%</td>
</tr>
<tr>
<td>Part (B)</td>
<td>80 % of Total Contract Price shall be for implementation of the approved Pilot Projects &amp; Report writing and shall be released as below: Service provider to give Project wise details of this cost before implementation. Manpower, Travel &amp; Administrative cost should not be more than 25% of Part- B cost. Payment to be adjusted on actual basis of amount spent as per the Project wise details of cost submitted &amp; on submission of Utilization certificate from Chartered Account as per the terms &amp; conditions described below upto the maximum of contract price.</td>
<td></td>
</tr>
<tr>
<td>% of Amount released during implementation for Part-B cost</td>
<td>Duration after start of pilot projects</td>
<td>Remark</td>
</tr>
<tr>
<td>8.0%</td>
<td>12th week</td>
<td>Payments to be released during implementation of proposed / approved pilot projects as per the scope of work and on submission of report &amp; acceptance of</td>
</tr>
<tr>
<td>8.0%</td>
<td>24th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>36th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>48th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>60th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>72nd week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>84th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>96th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>108th week</td>
<td></td>
</tr>
</tbody>
</table>
Payment shall be made within 30 days of receipt of the invoice and the relevant documents subject to Review & Acceptance by the Employer.

**Other Terms and Conditions**: Please refer Appendix B to PCC 6 Schedule of Payments and Reporting Requirements.

**6.5** Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in sub-clause 6.4, and within 60 days in case of final payment.

The interest on delayed payment 1 SBI PLR (As applicable)
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.6.</td>
<td>Price adjustment is: <strong>NOT APPLICABLE</strong></td>
</tr>
<tr>
<td>6.7</td>
<td>Day works - <strong>NOT APPLICABLE</strong></td>
</tr>
<tr>
<td>7.1</td>
<td>The principle and modalities of inspection of the services by the Employer are - As per ToR. The Defects Liability Period - Not Applicable</td>
</tr>
</tbody>
</table>
| **8.2 Dispute Settlement** | The procedure for arbitration will be as follows:  
Any dispute between the Parties (Employer & Service provider) as to matters arising pursuant to this Contract which cannot be settled amicably within Thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement by arbitration in accordance with the following provisions:  
**Selection of Arbitrators:**  
An arbitration panel composed of three arbitrators, in accordance with the following provisions, shall hear each dispute submitted by a Party to arbitration:  
The Employer and the Service Provider shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators appointed by the parties do not succeed in appointing the third arbitrator within Thirty (30) days after the appointment, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi.  
**Rules of Procedure:**  
Arbitration proceedings shall be conducted in accordance with Arbitration & Conciliation Act 1996, of India and amendments thereof, if any.  
**Substitute Arbitrators:**  
If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.  
**Qualifications of Arbitrators:**  
The third arbitrator appointed as above shall be a recognized legal expert with vast experience in the field of arbitration.  
**Miscellaneous:**  
a) Proceedings shall, unless otherwise agreed by the Parties, be held in Uttrakhand.  
b) The English language shall be the official language for all purposes; and  
c) The arbitrators shall give reasoned award. The decision of the majority of the arbitrators shall be final and binding on the parties.  
d) The cost of arbitration shall be equally shared by the parties. |
e) All disputes arising out and / or relating to subject matter of proposal / agreement / order shall be subject to the jurisdiction of the Supreme Court of INDIA.

No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balances which may be lying with the Employer 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 what-so-ever. During the Arbitration proceedings Service Provider shall continue the work.

<table>
<thead>
<tr>
<th>Additional</th>
<th>EMS and OHSAS Certified Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>clauses</td>
<td>(a) VPHE Project Pipalkoti of THDC India Limited, being EMS and OHSAS Certified Project, it is the responsibility of Service Provider to comply with all rules, regulations, obligations related to EMS and OHSAS Certification and also to comply with the requirements of THDCIL Safety manual. Service Provider can obtain the copy of EMS &amp; OHSAS documents from Management Representative (VPHEP) and can obtain copy of Safety Manual from Safety Officer, VPHEP.</td>
</tr>
<tr>
<td></td>
<td>(b) Service Provider will ensure that all hazardous wastes/ byproducts generated due to their activities will be disposed off in environmentally favorable condition and as per guidelines/laws/rules of concerned authorities. Service Provider will not dispose any hazardous waste in THDC India Limited area and will take away such item for reuse/recycle/disposal as per guidelines/ laws/ rules of concerned authorities.</td>
</tr>
<tr>
<td></td>
<td>(c) Service Provider will obtain, review, understood and communicate all the environmental aspects/OH&amp;S hazards and risks, EMS and OH&amp;S objectives targets &amp; programmes and EMS and OH&amp;S OCPs to all concerned working here in THDC premises and will try to carry out activities in such conditions, so that there is no deviation from planned arrangements and will also extend full support in achieving the environmental objectives and targets related to the activities performed by aforesaid Company/Firm/ Establishment.</td>
</tr>
<tr>
<td></td>
<td>(d) Service Provider will extend full support in carrying out mock drills related to emergency situations. Service Provider will take necessary correction and corrective action on any internal or external communication received for the activities carried out by them; on findings of such drills; on any deviation identified from planned arrangements.</td>
</tr>
</tbody>
</table>

The Contract Agreement will be signed in two originals and Service Provider will be provided with one signed copy. One copy will be retained by the Employer. Subsequent to signing of the Contract, the Service Provider at his own cost shall provide to the Employer with atleast ten (10) true copies of the Contract Agreement duly bound within 30 days after signing of the Contract.

<p>| DELAY IN SIGNING OF AGREEMENT / SUBMISSION OF PERFORMANCE SECURITY DEPOSIT. |
| In case of delay in signing of the Contract Agreement is caused due to non submission of the Performance Security within the stipulated time as mentioned in the LOA, a penalty shall be deducted from the RA bill(s) of the Service Provider as per the slabs given below. However at any point of time THDCIL shall have the right to invoke the tender clause for forfeiture of EMD. |</p>
<table>
<thead>
<tr>
<th>Contract value (in Rs.)</th>
<th>Min. Penalty per week or part thereof (in Rs.)</th>
<th>Max. Penalty (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 5 lacs</td>
<td>500</td>
<td>2500</td>
</tr>
<tr>
<td>&gt;5 lacs to 10 lacs</td>
<td>750</td>
<td>5000</td>
</tr>
<tr>
<td>&gt;10 lacs to 20 lacs</td>
<td>1500</td>
<td>10000</td>
</tr>
<tr>
<td>&gt;20 lacs to 1Cr.</td>
<td>2000</td>
<td>20000</td>
</tr>
<tr>
<td>&gt;1 Cr. to 5 Cr.</td>
<td>10000</td>
<td>1.0 lacs</td>
</tr>
</tbody>
</table>

These **Particular conditions of contract** supersede the General Conditions of Contract to the extent mentioned herein above.

Subsequent to Signing of the Contract, the Service Provider at his own cost shall provide to the Employer with atleast ten (10) true copies of the Contract Agreement duly bound within thirty (30) days after signing of the Contract.
Appendices to PCC

Appendix A—Description of the Services

A. INTRODUCTION

1. THDC India Limited, a Public Sector Enterprise under the Administrative Control of the Ministry of Power (MoP), Government of India has been given responsibility to Develop, Commission & Operate Vishnugad Pipalkoti Hydro Electric Project (VPHEP) across River Alaknanda in Chamoli District in the State of Uttarakhand, India. The VPHE Project is the Run-of-the-River (RoR) Scheme with an Installed Capacity of 444 Mega Watts (MW) with Annual Energy Generation of 1674 MU. The Project lies between latitudes 30º30'50" N to 30º25'10" N and longitudes 79º29'00" E to 79º24'60" E; and is mountainous with about 58% of the Catchment covered with snow.

2. The Project is geographically on a narrow and deep gorge of the river, downstream of the existing Run-of-the-River (RoR) Hydropower Project at Vishnuprayag, and the ongoing Run-of-the-River Tapovan Vishnugad Hydropower Project. The project has an access from the existing National Highway - 58.

3. The Project envisages Construction of Diversion Dam of 65 mts height, located in the deep gorge of the River Alaknanda, near Village Helong, which will divert river through a Water Conductor System (HRT) to an Underground Power House, 146 M long, 20.5 M wide and 50 M high, housing 4 Units of 111 MW each Vertical Francis Turbine. The storage at the dam is of diurnal nature and shall have live storage of 2.47 MCM. The diversion arrangements consist of a diversion tunnel, 490 m long & 10 M diameter circular section. The Catchment area at Dam Site is around 5672 Sq. Km. with annual mean flow of 5682.60 MCM. Three Desilting Chambers, 390 M long, 17.5 M wide and 20 M high with the max. discharges of 277.9 M³/Sec. are proposed along with a silt flushing tunnel of 680 M length. The Head Race Tunnel (HRT) and the Tail Race Tunnel (TRT), both 8.8 M diameter) would be 13.4 Km. & 3.07 Km. long respectively.

4. The VPHE Project is being financed by the World Bank and has obtained requisite Clearances. The World Bank Social Safeguards Policies are accordingly applicable for the Project. The EPC Contract for Civil & Hydro Mechanical Works has been awarded to M/s Hindustan Construction Company (HCC) & work is under progress.

B. LAND ACQUISITION & R&R POLICY:

For Vishnugad Pipalkoti Hydro Electric Project, THDCIL has acquired 141.56 Hectares of land with following details:

- Forest / Van Panchyat Land - 100.390 Ha.
- Govt. / PWD Land - 9.540 Ha.
Private land has been acquired under Land Acquisition Act 1894 & the community forest land which is owned by the government has been transferred with the approval of MoEF under the provisions for transfer of forest land. Besides above, about 9.54Ha land has been transferred by PWD for the Project. Entire Private land of 31.639 Ha. has been transferred to Project across 7 Villages. In addition to above, Forest / Civil Soyam / Van Panchyat Land from 25 villages/ Van Panchayats have also been diverted for the Project. The maximum nos of households from the above project affected villages are approx. 3000. List of Revenue Villages / Van Panchyats under VPHEP is as under:

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>VILLAGES</th>
<th>PRIVATE LAND DETAILS (Ha.)</th>
<th>VAN PANCHYAT / FOREST LAND DETAILS (Ha.)</th>
<th>NUMBER OF REVENUE VILLAGES / VAN PANCHYATS UNDER VPHEP</th>
<th>REVENUE VILLAGES</th>
<th>VAN PANCHYAT / FOREST LAND</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HAAT</td>
<td>20.337</td>
<td>3.497</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>JAISAL</td>
<td>6.878</td>
<td>8.581</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>GULABKOTI</td>
<td>3.394</td>
<td>3.130</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>BATULA</td>
<td>0.542</td>
<td>1.788</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>GUNIYALA, BEMRU</td>
<td>0.197</td>
<td>3.222</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>TENDULI CHAK HAT</td>
<td>0.170</td>
<td>0.222</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>MATH JREETHA</td>
<td>0.000</td>
<td>1.376</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>NAURAKH</td>
<td>0.121</td>
<td>2.393</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>HELONG VAN PANCHYAT (Helong, Saloor, Dugri Baroshi)</td>
<td>0.000</td>
<td>16.586</td>
<td>4</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>PALLA</td>
<td>0.000</td>
<td>3.975</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>PAINE</td>
<td>0.000</td>
<td>6.975</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>NAULIGAD</td>
<td>0.000</td>
<td>6.044</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>GADI</td>
<td>0.000</td>
<td>5.668</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>DWING</td>
<td>0.000</td>
<td>0.950</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>TAPON</td>
<td>0.000</td>
<td>2.550</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td>BAULA DURGAPUR</td>
<td>0.000</td>
<td>3.623</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>URGAM VAN PANCHYAT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Salna, Layri Thena, Bentha, Bharki, Devgram &amp; Urgam</td>
<td>0.000</td>
<td>5.080</td>
<td>5</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>31.639</strong></td>
<td><strong>75.660</strong></td>
<td></td>
<td><strong>22</strong></td>
<td><strong>17</strong></td>
</tr>
</tbody>
</table>
For addressing the R&R issues of the VPHEP, project specific R&R policy has been framed in line with NRRP- 2007 & the World Bank Guidelines. Rehabilitation Action Plan (RAP) & R&R Policy of the project are available on THDCIL website thdc.co.in.

As regards Private Land Acquisition, Disbursement of compensation by Special Land Acquisition Officer (SLAO) is nearing Completion. Further payments on account of R&R grants by THDCIL are also nearing Completion.

C. AIM & OBJECTIVE

Vishnugad Pipalkoti Hydro electric Project (VPHEP) is being constructed in District Chamoli of Uttarakhand and is considered as an economically backward District. Presently THDCIL is conducting various income generation / livelihood restoration, skill development programs for affected community. The affected community is more interested in getting employment opportunities either in THDCIL or through its contracting agency M/s HCC rather than adopting various income generation / livelihood promotion programs.

The aim of the assignment is to provide sustainable solutions to livelihood Generation / Promotion activities.

The Objective of the Assignment is to;

(i) Establish a baseline & prepare a framework for creating livelihoods enhancement opportunities in & around the Project Affected Area / Villages.
(ii) Identify tailor made pilot projects which can be implemented in project affected villages/area and
(iii) Develop a long term strategy for implementation of Pilot Projects / Framework.

D. SCOPE OF WORKS

(i) The scope of the work for this assignment will include undertaking holistic economic development in the Pipalkoti region for long term sustainable results. This will entail undertaking activities for community development based on preliminary study and the communities own expressions of their felt needs. This description of the work shall include;

(a) Conduct baseline studies to identify possible interventions / Pilot Projects based on family composition, income levels, educations backgrounds, land holdings, health indices, and so on.
(b) Review the adequacy and impact of activities carried out by the VPHEP project for restoration of income loss as well as the creation of livelihoods enhancement opportunities for Project Affected Families (PAF’s) and others.
(c) Engage with all stakeholders (PAFs) and identify tailor-made activities/Pilot Projects that are relevant in the project area / Affected Villages/Region.

(d) To recommend only those Pilot Projects for implementation which are desired by the stakeholders/ PAFs & are Visible, Measurable, Scalable & Sustainable. Efforts should also be made to dovetail the recommended Projects with Govt. schemes for scaling up the effect and should have a Market linkage plus if implemented can create livelihood enhancement opportunity and increase in income level for Project affected families.

(e) Prepare a long term implementation strategy for sustainable activities that would clearly define their purpose and ownership over a period of a minimum 1Year to maximum 5 Years.

(f) Help THDCIL to integrate developmental activities into the implementation of the Vishnugad Pipalkoti project and evolve ongoing communication activities at various locations.

(g) Help THDCIL in the implementation of the strategy in and around the project area.

(h) Establish market / direct linkages for various skilling initiatives resulting in increase in beneficiaries’ income levels.

(i) Implementation of the identified Pilot Projects in the Project affected area/affected villages.

E. RESEARCH TASKS

Establishing the Baseline:

This component of the assignment will be based on an analysis of available information on key social aspects of the project influence area; and collection of additional data through primary survey. The service provider will carry out field assessments and consultations in order to:

1. Prepare socio-economic profile of the area in terms of demographic characteristics, land use patterns, economic profile, occupational patterns and other key socio-economic parameters;

2. Study and analyze the cultural practices of communities within the project area including their social sensitivities and the inter-linkages; and

3. Identify and analyze the issues of vulnerable communities and gender.

F. IDENTIFY THE KEY STAKEHOLDERS

The agency will identify the key stakeholders (Government, NGOs, CSOs, Academia, etc.) and analyze their perspectives with regard to the project, livelihood and their stake and influence in the project; and indentifying key formal and informal institutions operating at project level and assessing their role in community decision making processes. The analysis shall be carried out for both primary and secondary stakeholders at state; district and local level through structured discussions on the;
(a) importance of addressing socio-cultural issue
(b) need for additional livelihood options;
(c) impressions of past efforts made by THDCIL;
(d) suggestions for what to do differently in future/potential alternatives
(e) key issues related to livelihood to be addressed
(f) Issues of co-ordination and / or conflict among various stakeholders.

The analysis shall be summarized in a structured manner and shall clearly bring out the implications for the project.

G. REVIEW EXISTING ACTIVITIES

THDCIL over last six year have implemented several livelihood restoration activities primarily among the PAFs. Service provider shall review all such activities and assess its impact on communities. Inform, consult and carry out dialogues with the project stakeholders on livelihood and community development issues and provide specific recommendations to avoid activities where it is advisable not to proceed and identify new trades that are applicable to the project area.

H. PLANNING AND IMPLEMENTATION TASKS

Livelihood Enhancement Strategy: Based on primary survey data and secondary information service provider should come out with short-term and long-term livelihoods building strategy. Service provider shall focus more on such families / households who have not benefited from employment opportunities/ other opportunities so far. Based on socio-economic data, indentify social development issues in the project area and its vicinity and design the social services that may be provided by the project in order to improve the quality of life and achieve the project economic and social goals. The strategy should also spell out communications needs, tools, and mechanisms with monitoring indicators. To develop a consultation framework for participatory planning and implementation of proposed livelihoods enhancements plan.

Piloting of the strategy: Finally ensuring implementation of various activities/ Pilot Projects and various skilling initiatives. The service provider shall ensure that on an average at least 40% Families in each village start income restoration / livelihood promotion activities in a sustainable manner. This part shall be outcome of the Project and shall be concurrently measured through third party assessment from initial stage itself.

Review, Reporting and Monitoring of Work: The Nodal officer nominated by the Project Head, VPHEP will be responsible for the review and monitoring of the progress on monthly basis and shall report to Project head. Once a quarter; meeting for review with Project head shall be held to study the overall progress of the assignments and running community development programmes/projects. The service provider will work under direct and close liaison with the Nodal Officer.

The Nodal Officer may also seek comments and inputs on the service provider work from other experts / third party. The effectiveness of Service provider will also be evaluated by the review committee / other experts within 6 months from the start and further on six monthly basis. Any reports / research reports/ process documents produced as a part of this assignment shall be deemed to be the property of THDCIL and the service provider will not have any
claims and will not use or reproduce the contents of the above documents without the permission of THDCIL.

**Schedule of Implementation** - The service provider agency is requested to provide the schedule of Pilot Projects implementation in tabular format (the below table could be used as a template for the time frame implementation arrangements):

<table>
<thead>
<tr>
<th>ID</th>
<th>TASK / PILOT PROJECT NAME</th>
<th>DURATION / MONTH</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>MONITORING INDICATORS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Task / Pilot Project 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Task / Pilot Project 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Task / Pilot Project 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Task / Pilot Project 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Task / Pilot Project 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Task / Pilot Project 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Task / Pilot Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Task / Pilot Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. SERVICE PROVIDER'S QUALIFICATION

THDCIL is looking for a specialized agency / social business organization comprised of individuals with experience in corporate as well as socially relevant business. Agency committed to create a movement of individuals and organizations to scale up initiatives and create meaningful, measurable and sustainable impact. Help THDCIL in building local leadership to ensure sustainability. Specifically, the agency should possess Good documentation, analytical and communication skills both in Hindi and English. Besides, the Service Provider should have Team with qualifications etc. as indicated in Appendix I C.
Appendix B—Schedule of Payments and Reporting Requirements

A. SCHEDULE OF PAYMENTS

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>PAYMENT IN % OF TOTAL CONTRACT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part (A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Inception Report</td>
<td>2%</td>
</tr>
<tr>
<td>2</td>
<td>Draft Baseline</td>
<td>3%</td>
</tr>
<tr>
<td>3</td>
<td>Final Baseline</td>
<td>5%</td>
</tr>
<tr>
<td>4</td>
<td>Draft Strategy</td>
<td>5%</td>
</tr>
<tr>
<td>5</td>
<td>Final Strategy</td>
<td>5%</td>
</tr>
</tbody>
</table>

Part (B)  
Piloting (To start at the earliest after approval of Tasks/ Pilot Projects by THDCIL).

80 % of Total Contract Price shall be for implementation of the approved Pilot Projects & Report writing and shall be released as below:
Service provider to give Project wise details of this cost before implementation. Manpower, Travel & Administrative cost should not be more than 25% of Part-B cost. Payment to be adjusted on actual basis of amount spent as per the Project wise details of cost submitted & on submission of Utilization certificate from Chartered Account as per the terms & conditions described below up to the maximum of contract price.

<table>
<thead>
<tr>
<th>% of Amount released during implementation for Part-B cost</th>
<th>Duration after start of pilot projects</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.0%</td>
<td>12th week</td>
<td>Payments to be released during implementation of proposed / approved pilot projects as per the scope of work and on submission of report &amp; acceptance of report by THDCIL / Assessment by the third party/ Review Committee/ Other experts.</td>
</tr>
<tr>
<td>8.0%</td>
<td>24th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>36th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>48th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>60th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>72nd week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>84th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>96th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>108th week</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>128th week</td>
<td></td>
</tr>
</tbody>
</table>

10% of Part I B Cost  
160th week w.e.f. date of Start of Service.

On successful Implementation of Pilot Projects / Assignment & submission of Final report, Assessment by THDCIL / Third Party / Review Committee / Other experts.
OTHER TERMS & CONDITIONS:

1. Activity wise cost details of individual Pilot Projects/Micro level activities/ action plan/time lines/ monitoring indicators etc are proposed to be finalized in close association & submitted to the Nodal officer before implementation of Pilot Projects.

2. A separate Bank account shall be opened for this project. Funds shall be released in the said bank account by Electronic mode and on demand in favor of the service provider as per the Payment schedule.

3. Funds released shall be adjusted on actual basis of amount spent w.r.t. the activity wise cost details submitted for individual Pilot Project & on submission of Utilization certificate from Chartered Account as per the terms & conditions upto the maximum of Contract Price.

4. Each successive installment shall be released after submission of demand along with submission of Utilization Certificate and on verification of activities undertaken through previous installment.

5. Major payments (ie; more than Rs. 10000) to all concerned associated with the Project shall be made through electronic mode/ Cheques by the service provider in their Bank accounts.

6. Six monthly Utilization Certificate shall be submitted by the service provider thru Chartered Accountant that the amount spent has been Audited and it is certified that the amount released earlier has been utilized for the Project activities only. Project wise & activity wise details of amount spent is also to be submitted duly certified by the Chartered Accountant & certification that major amounts more than Rs. 10000/- to all concerned have been paid through electronic mode/ cheques before release of next installment.

7. The Pilot Projects shall be finalized which are desired by the stakeholders/ PAFs & are Visible, Measurable, Scalable & Sustainable. Efforts should also be made to dovetail
the recommended Projects with Govt. schemes for scaling up the effect and should have a Market linkage plus if implemented can create livelihood enhancement opportunity and increase in income level for Project affected families.

8. The service provider has to keep in mind from initial stage itself that on an average at least 40% Families in each village starts income restoration / livelihood promotion activities in a sustainable manner during the implementation of pilot projects or at the end of 3 yrs. This part shall be outcome of the Project and shall be concurrently measured through third party assessment from initial stage.

9. THDCIL shall have the right to delete/substitute/alter any item/ activity or new item/ activity during implementation of Pilot Projects or to terminate the contract in between at any time without assigning any reason there off without any financial benefit to service provider on account of short closer of the contract.

10. Keeping in view the Progress of work, if any activity/ activities are felt being delayed, THDCIL shall have the right to get done those activity/ activities through other Agencies and the amount spent shall be added to the overall contract price quoted by the service provider.

11. Individual Pilot Project/ activity wise Monthly Progress report (Hard as well as soft) including details of staff engaged, details of Beneficiaries, photographs, videos etc shall be submitted to the Nodal officer on the mutually agreed format or as being adopted for CSR works of THDCIL. If required, these reports shall also be uploaded on THDC website & Inaugural activities to be published in Print / Electronic media for Branding of THDCIL.

12. All property/ Equipments procured by the Service provider for implementation of Pilot Projects shall be the property of THDCIL.

13. In case any balance funds at the time of Project completion, the same shall be remitted back to THDCIL within two months.

14. As far as possible the required staff shall be engaged preferable from local area.

15. All running or planned activities shall be properly displayed at various locations on display boards in consultation with Nodal officer.

16. The work shall be completed in scheduled time. However, if required and demanded time extension shall be provided as per contractual provisions if delay is not attributable to the service provider.

17. Queries raised by THDC Audit/ Vigilance/ Govt Agencies or through RTI shall be properly replied by the service provider till it settles.

18. Proper records shall be maintained at Site office which shall include the following:
   i) Proper Account books for the expenditure made
   ii) Staff attendance register
   iii) Inventory register
   iv) Fixed asset register
   v) Inspection/ suggestion register
   vi) Activity wise records
   vii) Other records as may be required in consultation with Nodal officer.

19. In case of any dispute, the decision of GM (Project), THDCIL, VPHEP Project shall be binding on both the Parties.
### B. REPORTING REQUIREMENTS / DELIVERABLES

<table>
<thead>
<tr>
<th>No.</th>
<th>Reports</th>
<th>Time Frame</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report</td>
<td>Three weeks after signing of agreement</td>
<td>3rd week</td>
</tr>
<tr>
<td>2</td>
<td>Draft Baseline</td>
<td>18th week</td>
<td>18th week</td>
</tr>
<tr>
<td>3</td>
<td>Final Baseline</td>
<td>Within two weeks of receiving comments</td>
<td>22nd week</td>
</tr>
<tr>
<td>4</td>
<td>Draft Strategy (The report shall comprise of Baseline, broad Strategy; Identification, Planning, Estimation &amp; implementation modalities of Pilot Projects)</td>
<td>24th Week</td>
<td>24th week</td>
</tr>
<tr>
<td>5</td>
<td>Final Strategy</td>
<td>Within two weeks of receiving comments</td>
<td>28th week</td>
</tr>
<tr>
<td>6</td>
<td>Piloting (Implementation of Pilot Projects)</td>
<td>28th week till end of assignment (03 years)</td>
<td>156th week</td>
</tr>
<tr>
<td>7</td>
<td>Final report on successful completion of assignment</td>
<td>160th week</td>
<td>160th week</td>
</tr>
</tbody>
</table>

All the reports shall be submitted in five (5) hard colored copies duly bounded & two soft copies in the form of CDs.

### C. DURATION OF ASSIGNMENT:

Duration of the assignment shall be 160 Weeks.
Appendix C—Key Personnel and Sub-Service Providers

1. PROJECT COORDINATOR -

   **Post graduate in social sciences/ MBA/ Rural Management**  
   A community development practitioner with at least 15 years of experience of which at least 10 years shall be in management of (i) capacity building/ training related programs in large projects (ii) developing and implementation of livelihood / rural development / CSR programs; (iii) working with rural and peri-urban community; and (iv) social entrepreneurship. Extensive experiences of documenting best practices in the field of institution building and rural livelihoods promotion. Should speak in Hindi / English.

2. LIVELIHOOD SPECIALIST -

   **Post graduate in social sciences/ MBA/ Rural Management**  
   At least 10 years of experience (i) in design/preparation and implementation of livelihood/ rural development/CSR programs; (ii) working with rural and peri-urban community; and (iii) in managing large scale socio-economic databases. At least; 5 years experience in training and capacity building related activities in formation and nurturing of SHG and its federations.

3. COMMUNITY DEVELOPMENT SPECIALIST -

   **Post graduate in social sciences/ MBA/ Rural Management**  
   At least 10 years of experience in (i) conduction of community consultations; (ii) social mobilization; (iii) working with rural and peri-urban community. At least, 5 years experience in training in participatory techniques in formation and nurturing of SHG and its federations. The specialist must have experience of working in rural development and livelihoods programs of large scale.

4. OTHER SUPPORTING STAFF:

   Other than above three experts, one expert for documentation / presentation with computer background and one for monitoring / evaluation can add to overall success of the project. If required other experts shall also be deployed in consultation with the Nodal Officer.
Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not used.

(NOT APPLICABLE)

Appendix E—Breakdown of Contract Price in Indian Rupees.

(NOT APPLICABLE)
Appendix F—Services and Facilities Provided by the Employer

SUPPORT TO BE PROVIDED BY THDCIL

1. THDCIL shall make available its authorize personnel and that of the different service providers for discussions. Service providers shall provide the necessary documentation such as background information, relevant data related to the project.

2. THDCIL shall depute a staff member from the Project to support the Service provider, and to assist its members in all arrangements for their meetings and field visits. THDCIL shall strive to ensure communication and coordination on all issues of mutual interest.

3. THDCIL shall provide all other reasonable support to the Service provider during the site visits and the meetings and for the preparation of the Reports.

4. THDCIL shall not provide any monetary assistance to individual families for promotion of livelihood activities or for Pilot Projects proposed to be implemented by the service provider. The implementation of Pilot Projects shall be under the scope of service provider within the quoted rates / contract price under this contract. Service provider may counsel the affected community to utilize part of the grants paid by THDCIL for suggested livelihood/ income restoration programs.

5. All the logistics such as office / conveyance / residences etc. shall be arranged by the service provider.
Appendix G—Performance Incentive Compensation Appendix
(NOT APPLICABLE)
## APPENDIX H-Salient Features of Labor & Environment Laws

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE** (The law as current on the date of bid opening will apply)

<table>
<thead>
<tr>
<th>Labour Laws</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Workman Compensation Act 1923</td>
<td>The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</td>
</tr>
<tr>
<td>(b) Payment of Gratuity Act 1972</td>
<td>Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</td>
</tr>
<tr>
<td>(c) Employees P.F. and Miscellaneous Provision Act 1952 <em>(since amended)</em></td>
<td>The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are: (i) Pension or family pension on retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker. (iii) Payment of P.F. accumulation on retirement/death etc.</td>
</tr>
<tr>
<td>(d) Maternity Benefit Act 1951</td>
<td>The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</td>
</tr>
<tr>
<td>(e) Contract Labour (Regulation &amp; Abolition) Act 1970</td>
<td>The Act provides for certain welfare measures to be provided by the Service Provider to contract labour and in case the Service Provider fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Service Provider is required to take license from the designated Officer. The Act is applicable to the establishments or Service Provider of Principal Employer if they employ 20 or more contract labour.</td>
</tr>
<tr>
<td>(f) Minimum Wage Act 1948</td>
<td>The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a schedule employment. Construction of Buildings,</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Roads, Runways are schedule employments.</td>
<td></td>
</tr>
<tr>
<td>(g) <strong>Payment of Wages Act 1936</strong>: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.</td>
<td></td>
</tr>
<tr>
<td>(h) <strong>Equal Remuneration Act 1979</strong>: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.</td>
<td></td>
</tr>
<tr>
<td>(i) <strong>Payment of Bonus Act 1965</strong>: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.</td>
<td></td>
</tr>
<tr>
<td>(j) <strong>Industrial Disputes act 1947</strong>: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.</td>
<td></td>
</tr>
<tr>
<td>(k) <strong>Industrial Employment (Standing Order) Act 1946</strong>: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.</td>
<td></td>
</tr>
<tr>
<td>(l) <strong>Trade Unions Act 1926</strong>: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.</td>
<td></td>
</tr>
<tr>
<td>(m) <strong>Child Labour (Prohibition &amp; Regulation) Act 1986</strong>: The</td>
<td></td>
</tr>
</tbody>
</table>
Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen’s (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and bank etc.

(o) The Building and Other Construction works (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers and covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948: the Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process

(q) Weekly Holidays Act -1942
### SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT

| Laws on protection of Environment | 1. The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. *Pollution* means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.  

2. The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. *Air Pollution* means the presence in the atmosphere of any *air pollutant* which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.  

3. The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for mattes connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. *Environment* includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.  

4. The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government. |

---

| Laws on protection of Environment | 1. The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. *Pollution* means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.  

2. The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. *Air Pollution* means the presence in the atmosphere of any *air pollutant* which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.  

3. The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for mattes connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. *Environment* includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.  

4. The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government. |
Appendix I-Appointment of Adjudicator/Dispute Review Expert
(NOT APPLICABLE)
Section IX. Performance Specifications and Drawings

(Refer ToR – Appendix: A, B & C of PCC)
Section X. Security Forms & Other Annexures

Samples of acceptable forms of Bid and Performance are provided in this Section X. Bidders shall not complete the Performance security form at this stage of the procurement process. Only the successful Bidder shall be required to provide the performance security.

(i) Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security form at the time. Only the successful Bidder will be required to provide Performance Security in accordance with the annexed form acceptable to the Employer.

Annex A : Bid Security (Bank Guarantee)
Annex B : Performance Bank Guarantee

(ii) Other Annexures

Annex C : Details of Bank Account
Annex D : Form for Power of Attorney
Annex E : Declaration of Bidder
Annex F : No Deviation Certificate
Annex G : Tender Form
Annex H : Warranty Form
Annex I : RTGS/NEFT payment details
Annex J : No Claim Certificate
Annex K : Condition For Bidder
Annex L : Details Regarding Ex-Employee of THDC India Ltd.
Annex M : Performa for Joint Venture Agreement
Form of Bid Security (Bank Guarantee)-Annexure A

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

Beneficiary:

THDC India Ltd.
Vishnugad Pipalkoti Hydro Electric Project,
Alaknandapuram, Siyasain, Pipalkoti,
District Chamoli, Uttrakhand - 246472

Invitation for Bids No: ...................................................

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of [insert description of contract] under Invitation for Bids No. [insert number] ("the IFB").

Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in letters] (insert amount in numbers)²⁵ upon receipt by us of the Beneficiary’s complying supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the

²⁵ The Bidder should insert the amount of the guarantee in words and figures denominates in Indian Rupees.
This figure should be the same as shown in Clause 17.1 of the Instructions to Bidders.
performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

(c) does not accept the correction of the Bid Price pursuant to Clause 28.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) forty-five days after the Bid Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Dated:

Signature ____________________________

Place:

Name ____________________________

Designation ____________________________

Bank's Common Seal

Authorization No.

In response of: ____________________________________________________________

Witness:

1. Name ____________________________
   Address ____________________________

2. Name ____________________________
   Address ____________________________

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.
Performance Bank Guarantee - ANNEXURE B

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

Beneficiary:

THDC India Ltd.
Vishnugad Pipalkoti Hydro Electric Project,
Alaknandapuram, Siyasain, Pipalkoti,
District Chamoli, Uttrakhand - 246472

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Service Provider") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of _ [insert name of contract and brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_____ ) [insert amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Service Provider is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ...., 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

26An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.
27Insert the date twenty-eight days after the expected date of issue of the Certificate of Completion
For & on behalf of

(Banker's Name)
Branch Manager
Banker's Seal
Authorization No
Address: __________

Witness:

1. Name________________________
   Address
2. Name __
   Address

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.
Sr. Manager (C&MM)
THDC INDIA LIMITED,
VPHEP, Alaknandapurma Siaysain (Jaisal), Pipalkoti
Chamoli, Uttarakhand (India)

Dear Sir,

Sub:

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

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

Signature of the authorized representative
Name_________________________
Designation_________________________
Name of the Bidder__________________
Stamp of the Bidder__________________
FORM FOR POWER OF ATTORNEY

(Notarized / non-judicial Stamp Paper)

Know all these presents that the undersigned, ________________________ of (Name)
M/s____________________________________________________________________________
_______________________________________________ (Name of the company) a company
organized and existing under the laws of____________________________________________________________ and having its
principal place of (Name of the country) business at_______________________________________________________ (complete address)
does thereby make constitute and appoint Shri__________________ (Name) of M/s _________________________
a corporation organized and existing under the laws of___________________________ and having its principal (Name of the country)
place of business at _______________________) its true and lawful attorney in fact to enter into joint
venture agreement / and to offer and submit bid to THDC INDIA LIMITED for the supply of goods
and related services to the Tender no. THDCIL/VPHEP/PKOTI/19-20/04 to make sign and deliver
documents necessary for or incidental to the offering and submitting of such a quotation to negotiate,
enter into, sign and deliver a contract with the said office based upon the said- bid ; and to do any and
all other acts necessary for or incidental to the performance and execution of the powers herein
expressly granted. Whereas the undersigned is fully authorized to deliver such power of attorney to
above named person / company _________________________________________ in witness
whereof, this power of attorney is duly signed on_______________

Yours faithfully,

(Name of Company)

(Name of officer)

Signature of Mr. _________________ attested.

Signature attested by
ANNEXURE - E

DECLARATION OF BIDDER

(To be signed by the bidder and to be uploaded with bid PART-I)

To,
THDC India Ltd.,
Vishnugad Pipalkoti Hydro Electric Project,
Alaknandapuram, Siyasain,
Pipalkoti, District Chamoli,
Uttarakhand - 246472

Sub: Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP. (BID NO: THDCIL/VPHEP/PKOTI/19-20/04)

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 the Prevention of Corruption Act, 1988.

2. We are not debarred from participating in World Bank's projects.

Signed by Authorized Signatory:

Name: _____________________________________________

Designation: _____________________________________

Name and Stamp of Bidder: ___________________________

Date & Place: _____________________________

Phone/ Fax/ Mobile/ Email: __________________________
NO DEVIATION CERTIFICATE

(To be signed by the bidder and to be uploaded with bid PART-I)

1.0 This is to certify that our offer is in complete conformity with your tender No. THDCIL/VPHEP/PKOTI/19-20/04 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 Employer shall be treated as withdrawn.

Signed by Authorized Signatory:

Name: _____________________________________________

Designation: ________________________________________

Name of Bidder: ________________________________

Date & Place: ________________________________

Phone/ Fax/ Mobile/ Email: ________________________________

Stamp & Seal: ________________________________
TENDER FORM
(On Letter Head to be filled in, signed by the bidder and to be uploaded with bid PART-I)

To,

THDC INDIA Ltd.
VPHEP, Alaknandapuram, Siyasain (Jaisal), Pipalkoti
Chamoli, Uttarakhand (India)

Sub: Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP

1. We have read and examined the following tender documents relating to the Tender No. THDCIL/VPHEP/PKOTI/19-20/04 for the works of "Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP”

I. a. Notice Inviting Tender (Invitation for Bid – IFB)
   b. Information & instruction to bidders
   c. General Conditions of Contract.
   d. Particular Conditions of Contract (PCC).
   e. Amendment to above, if any.
   f. Warranty
   g. Schedule of quantities (Price Schedule)

II. Technical Specifications (ToR)

III. Drawings (if any)

2. We hereby tender for execution of the works referred to in the documents mentioned in paragraph 1 above and the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the specifications designs, drawings and other details given therein and at the rates contained in Schedule of Quantities and within the period of completion.

3. We agree to keep this tender open for acceptance for 120 days from the due date of opening or extended date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

4. A sum of Rs…………….. is hereby forwarded in form of ………………. towards earnest money.

We agree if we fail to keep the validity of tender open, as aforesaid, or we make any modification in the terms and conditions of our tender on our own accords and/ or after the acceptance of our tender if we fail to commence the execution of the works as provided in the documents referred to in paragraph above, we shall become liable for forfeiture of our earnest money as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said
earnest money absolutely. Should this tender be accepted, we agree to abide by any fulfill all the
terms and conditions and provisions of the above mentioned tender documents.

5. We certify that the tender submitted by us is strictly in accordance with the terms, conditions,
specifications etc. as contained in your document, referred to in paragraph as contained in your
tender documents, referred to in paragraph above and it is further certified that it does not contain
any deviation to the aforesaid documents.

6. We have inspected and examined the site and its surroundings and have satisfied before submitting
this tender in respect of the site conditions including but not restricting to the points as mentioned
in Instructions to Bidders (ITB) which may influence or affect the work or cost thereof under
this contract.

Signature alongwith Seal of Bidder
Name
Designation:
Date:
Postal Address:
E-mail:
Phone:

Witness:
Signature:
Name
Designation:
Phone:
Address:
E-mail:
Annexure-H

WARRANTY FORM

(To be executed on non-judicial stamp paper in accordance with the stamp Act, and to be submitted with Bid Part-L.)

To

M/s THDC INDIA Limited,
VPHEP, Alaknandapuram, Siyasain (Jaisal), Pipalkoti
Chamoli, Uttarakhand (India)

Subject: Bidder's Warranty against Tender No. THDCIL/VPHEP/PKOTI/19-20/04 for the works of “Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP”

Dear Sirs,

THDC INDIA Ltd., VPHEP, having invited subject tender for the subject works to be executed at VPHEP We, M/s_____________________________ (herein after referred to as the bidder) having its registered office at ____________ being desirous of tendering in subject tender and having carefully studied all the tender documents consisting of Notice inviting Tender (Invitation for Bid), Instructions to Bidders, General Conditions of Contract, Particular Conditions of Contract, Technical Specifications (ToR), Drawing (if any), time Schedule, Bill of Quantities (Price Schedule), Local and site conditions.

We M/s_____________________________ hereby, submit our tender and undertake to keep our tender valid for a period of 120 days from the scheduled date/extended date of opening of tenders. We hereby further undertake that during the said period, we shall not vary/alter or revoke our tender during the validity period of our tender.

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

Place :
Date :

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

Witness :
1. Name -------------------------
   Designation ------------------
   Postal Address ---------------
2. Name -------------------------
   Designation ------------------
   Postal Address ---------------
   --------------------------------------------------
   --------------------------------------------------
Annexure - I

**RTGS/ NEFT Payment Details**
*(To be signed by the bidder and to be uploaded with bid PART-I)*

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Details</th>
<th>To be filled up by Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender No.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of bidder</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Account No.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bank Name</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Branch Address of Bank</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>PAN No.</td>
<td></td>
</tr>
</tbody>
</table>

**A. Payment of cost of bid document**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Details</th>
<th>To be filled up by Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Transaction No.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Transaction Date</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Copy of receipt</td>
<td>Enclosed</td>
</tr>
<tr>
<td>4.</td>
<td>Amount in Rs.</td>
<td></td>
</tr>
</tbody>
</table>

**B. Payment of EMD**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Details</th>
<th>To be filled up by Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Transaction No.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Transaction Date</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Copy of receipt</td>
<td>Enclosed</td>
</tr>
<tr>
<td>4.</td>
<td>Amount in Rs.</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the authorized representative

Name

Designation

Name of the Bidder

Stamp of the Bidder
Annexure-J

No Claim Certificate
(Not to be filled at this stage)

Name of the Service Provider:
Contract No:
Name of the work:

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

Or

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

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Particulars of Claim</th>
<th>Claim Amount</th>
<th>Claim pending with</th>
</tr>
</thead>
</table>

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

Date:

Name and Signature
(Service Provider/ Authorized Officer)
CONDITION FOR BIDDER
(To be signed by the bidder and to be uploaded with bid PART-I)

(The copies of requisite document/certificates shall be self attested by the bidder while submitting the bid. However, the original documents/certificates shall be produced by the bidder for verification, if required by the Employer at any time. Further, the bidder shall be required to furnish a declaration as under alongwith his bid.)

I/We hereby solemnly declare that the document/certificates/information submitted with the bid are genuine and true to the best of my knowledge. If the document/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 Employer shall be entitled to take action as may be deemed fit to debar the bidder/Service Provider, cancel the contact including forfeiture of EMD/Performance Security Deposit etc.

(Signature & Seal of the Bidder)
**Details Regarding Ex-Employees of THDC India Limited**  
*(On the letter head of the Bidder)*  
*(To be signed by the bidder and to be uploaded with bid PART-I)*

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:

<table>
<thead>
<tr>
<th>Name of Person and designation in THDC India Limited</th>
<th>Date of Retirement/ resignation from THDC India Limited</th>
<th>Date of joining and designation in bidder’s organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the authorized representative
Name

Designation

Name of the Bidder

Stamp of the Bidder
PERFORMA FOR JOINT VENTURE AGREEMENT
(on Non-judicial stamp paper of appropriate value to be purchased in the name of Joint Venture)

This Joint Venture agreement executed on thisé é é .day ofé é é é é é .between M/sé é é é é é é é é é é é é é é é é é é . (hereinafter called the ι Lead partnerι which expression shall include its successors executors and permitted assigns), M/sé é é é é é é é é é é é é é é é é é é é . and having its registered company incorporated under the laws of é é é é é é é . and having its registered, office at é é é é é é é é é é é é . (hereinafter called the ιPartnerι which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the specification No. THDCIL/VPHEP/PKOTI/19-20/04 for "Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP" (NIT No. THDCIL/VPHEP/PKOTI/19-20/04) as defined in this Contract.

WHEREAS the Employer invited bids as per the above mentioned specification for the "Engagement of Specialized Agency to help Prepare Livelihood Development / Employment Generation Plan & its Implementation in Relation to VPHEP" as defined in this Contract.

AND WHEREAS as per Clause 5.4 of Instructions to Bidder (ITB), the BID FORM shall be signed by Lead Partner on behalf of the partners of the Joint Venture, who will be jointly and severally liable to perform the contract and all obligations hereunder.

The above clause further states that the Joint Venture agreements shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer for the NIT No. THDCIL/VPHEP/PKOTI/19-20/04 by lead Partner based on this Joint Venture agreement between all the partners under these presents and the bid in accordance with the requirements of Clause No. 20.0 of Instructions to Bidders.

NOW THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premised and agreements all the partners to this joint venture do hereby now agree as follows;

1. In consideration of the award of the contract by the Employer to the joint venture partners, we, the partners to the joint venture agreement do hereby agree that M/s é é é é é é é é éé shall act as Lead partner and M/s .................... shall be Partner. We the partner to this Joint Venture further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the contract and shall be fully responsible for the successful performance of the works in accordance with the contracts.

2. In case of any breach of the said contract by the Lead partner or other partner(s) of the Joint Venture agreement, all the partner(s) do hereby agree to be fully responsible for the successful performance of the contract(s) and to carry out all the obligations and responsibilities under the contract in accordance with the requirements of the contract(s).
3. Further, if the Employer suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the services in meeting the performance guaranteed as per the specification in terms of the contract all the partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partner(s).

4. The financial liability of the Partners of this joint venture agreement to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said joint venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the joint venture agreement.

5. It is expressly understood and agreed between the Partners to this joint venture agreement that the responsibilities and obligations of each of the partners shall be as enclosed in Annexure-1 to this agreement (The responsibilities and obligations of each partners to be separately incorporated suitably by the partners is enclosed at Annexure-1), it is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibility of the Partners under this contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Uttrakhand alone shall have the exclusive jurisdiction in all matters arising there under.

7. In case of award of contract(s), we the Partners to the Joint venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing contract performance security from a bank in favor of the Employer in the currency / currencies of the contract(s).

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract(s), and shall continue to be enforceable till the Employer discharges the same. It shall be effective form the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

For Lead Partner

(Signature of authorized Representative)
Name é é é é é é é é ..
Designation é é é é é é é é .

1. Common Seal of é é é é é é é é
has been affixed in my/ our
Presence
Dated é é é é é é é é

Signature é é é é é é é é .
Name é é é é é é é é
Designation é é é é é é
2. Common Seal of ……………
Has been affixed in my/our presence
For Partner(s)

Dated ……………

Signature …………….

Name ……………
Designation ……………

WITNESSES:

1. ……………
(Signature)
Name ……………
(Official address)

2. ……………
(Signature)
Name ……………
(Official address)