

Tender Notice

The Energy and Resources Institute (TERI)
6C, Darbari Seth Block,
India Habitat Centre, Lodhi Road, New Delhi – 110 003

TERI invites Bids from Prospective Bidder through tendering for the construction and awareness creation of approximately 5660 nos of Individual House Hold latrines in the rural areas of Purulia, West Bengal, as per the details given in tender document.

SI No.	Item	Tender No.	Quantity Required	Fee of Tender Document	Earnest Money Deposit
1	Individual House hold latrines in the rural areas of Purulia, West Bengal, India	<u>TERI/WRFD</u> <u>WR/2016-</u> <u>17/001</u>	5660 Nos	1000.00	5,00,000.00

The tender document is available at TERI's website www.teriin.org/announcements from August 29, 2016. Interested bidders may view, download the Bid document, seek clarification and submit their Bid up to the date and time mentioned in the table below:

SI No.	Milestone	Date and Time (dd-mm-yyyy; hh:mm)
1	Release of tender	26-08-2016
2	Last date for submission of written questions by bidders	01-09-2016
3	Response to the queries by TERI	04-09-2016
4	Last date for submission of technical bid and financial bid	07-09-2016
5	Opening of technical bid responses	08-09-2016
6	Shortlisted firms on the basis of technical evaluation	08-09-2016
7	Financial bid opening of only of technically qualified	09-09-2016

	bidders	
8	Finalization of vendor	Intimation to be given only to finalized vendor(s)
9	Venue of opening of technical and financial bids	The Energy and Resources Institute, 6C, Darbari Seth Block, India Habitat Centre, Lodhi Road, New Delhi – 110 003
10	Project Timeframe	12 months

The bidders need to submit the cost of Bid document fees and EMD as stated in the above table through Demand Draft as bid document's fees and EMD in favour of The Energy and Resources Institute (TERI), payable at New Delhi. Numbers of the IHHL mentioned as above, may increase or decrease depend upon the field situation. TERI reserves the right to reject any or all tenders without assigning any reason thereof. The decision of TERI will be final and binding.

(Head-Materials)

TERI

Covering Letter

FROM:

(Full name and address of the Bidder)

.....

.....

To:

Head-Materials,

The Energy and Resources Institute (TERI)

Darbari Seth Block, India Habitat Centre

Lodhi Road, New Delhi – 110 003

Subject: Offer in response to tender no: TERI/WRFD/WD/2016–17/001

Sir,

We hereby submit our offer in full compliance with terms and conditions of the above tender. The bid, duly signed on each page, is submitted along with our acceptance of all specifications as well as terms and conditions.

We confirm that, we have the capability to, construct and create awareness, for Individual household latrines in the given time period (Supporting document in proof of capacity should be attached).

The tender is submitted in two separate envelopes named Part-A for technical bid & Part-B for Financial Bid only.

(Signature of Bidder with seal)

Checklist of Annexures

The following information/documents are to be annexed and flagged by the Bidders along with the BID.

SI No.	Annexure No.	Particulars	Yes/No, Flag No
	Annexure I (a)	Details of Tender document fees (Demand Draft no., date, amount and bank name)	
	Annexure I (b)	Details of Earnest money (Demand Draft no., Date, Amount and bank name)	
	Annexure II	The bidder is a Construction Company/Firm/Corporation registered in India (A copy of the order and certificate indicating its successful execution to be enclosed)	
	Annexure IV	A copy of valid CST/State VAT/TAN/TIN registration certificate	
	Annexure V	Overall Average Annual Turnover of the Company/Firm/ Corporation in the latest last three financial years (A summarized sheet of turnover of last three Financial Years certified by registered CA) with and latest balance sheet	
	Annexure X	Cumulative Experience* of the Bidder in civil work construction of total number of Toilets/Building based projects.	
	Annexure XI	The bidder is registered with CPWD/ PWD/ PHED/ZP	
	Annexure XII	The bidder has minimum 100, masons labours and technical staff for construction work.	
	Annexure XIII	Copies of the purchase order/work order regarding civil work of Toilets/ Buildings of Government projects	
	Annexure XIV	Others: (i) Presence of office in West Bengal and an undertaking that the stores cum office will be opened in allotted district and details will be submitted	

		<p>before construction work and awareness creation for verification.—</p> <p>(ii) An undertaking that the company/firm/Corporation has not constructed house hold toilets to any Government Agency below the price quoted in this tender.</p>	
	Annexure XV	Duly filled technical and financial bid	

Please flag the annexure and write flag number in the box.

*Bidder's experience should be in construction contracts executed completed and handed over of household toilets/ buildings for Government projects.

Note:

- Bids received without supporting documents for the various requirements mentioned in the tender document may be rejected.
- The tender document should be spiral bound and all annexures and their flags should be in proper order.

(Signature of Bidder with seal)

Particulars of Tender

1	Tender no.	<u>TERI//WRFD/WD/2016-17/001</u>
2	Particulars of work	Construction and awareness creation of 5660 nos of individual household latrines in the rural areas of Purulia, West Bengal.
3	Last date and time of submission of tender documents	07-09-2016 at 1500 Hrs
4	Period of validity of rates for acceptance	Three months from opening of financial bid
5	Date and time of opening of tender (Technical bid)	08-09-2016 at 1500 Hrs
6	Date and time of opening of tender (Financial bid)	09-09-2016 at 1500 Hrs
7	Venue of opening of technical and financial bids	The Energy and Resources Institute, 6C, Darbari Seth Block, India Habitat Centre, Lodhi Road, New Delhi – 110 003

1. Bidders are advised to study the tender document carefully. Submission of Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender document with full understanding of its implications.
2. The Bids will be opened in the presence of bidder's representatives, who choose to attend at the venue, on the date and time mentioned in the Table above.

(Signature of Bidder with seal)

General Particulars of the Bidder

Sl No.	Name of bidder	
1	Postal address	
2	Mobile no.	
3	Telephone, Telex, Fax no.	
4	E-mail	
5	Website	
6	Name, designation and mobile phone no. of the representative of the Bidder to whom all references shall be made	
7	Name and address of the Indian/foreign collaboration, if any	
8	If have anything/extra other than price of items (as mentioned in price Schedule) to been mentioned in the price schedule.	
9	Have the bidder to pay arrears of income tax? If yes, up to what amount?	
10	Have the Bidder ever been debarred By any Govt. Dept./Undertaking/Pvt. Co. for undertaking any work?	
11	Reference of any other information attached by the tenderer (please mention number of pages and drawings)	

(Signature of Bidder with seal)

DECLARATION BY THE BIDDER

(Regarding Tender no. TERI/WRFD/WD/2016-17/001)

I/We _____ (hereinafter referred to as the Bidder) being desirous of tendering for the work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications, etc., as mentioned in the tender document,

DO HEREBY DECLARE THAT:

1. The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The Bidder is capable of executing and completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with other Bidders, any employee of TERI or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of TERI or any of its employees, but only by the tender document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of TERI.
8. The information and the statements submitted with the tender are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been debarred from similar type of work by TERI and or Government undertaking/department/any other private company.
11. This offer shall remain valid for acceptance for three months from the date of opening of financial bid of tender.
12. The Bidder gives the assurance to execute the tendered work as per drawing, design and specifications terms and conditions.
13. The Bidder confirms the capability to construct and create awareness of individual household latrines (IHHL) within the time schedule as mentioned in the tender document.

(Signature of Bidder with seal)

PART-2: INSTRUCTION TO BIDDERS

SECTION 1: THE TENDER DOCUMENT

1.1 CONTENT OF TENDER DOCUMENT

1.1.1 The tender procedure and contract terms are prescribed in the tender Documents. In addition to the tender notice, the Bidding documents include:

PART-A (Technical Bid)

Part-1

1. Tender Notice
2. Covering Letter
3. Checklist of Annexures
4. Particulars of Tender
5. General Particulars of Bidder
6. Declaration by Bidder

Part-2: Instruction to Bidders

- Section -1 Contents of tender document
- Section -2 Eligibility condition
- Section-3 Preparation of tender
- Section-4 Submission of tender
- Section -5 Tender opening and evaluation
- Section-6 Procedure for finalization of Bid

Part-3: General Condition of Contract

Part-4: Scope of Work and Technical Specifications

Part – B Financial Bid

The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the tender document. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the tender

1.2 LOCAL CONDITIONS

It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. TERI shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

1.3 CLARIFICATION

A prospective Bidder requiring any clarification of the tender documents may contact TERI in writing or by mail at the TERI's mailing address indicated in the Invitation for tender.

Enquiries/clarifications may be sought by the Bidder from (Shailendra Kumar Tripathi at stripati@teri.res.in and Ms. Trisha Sharma at trisha.sharma@teri.res.in

1.4 AMENDMENT OF TENDER DOCUMENTS

At any time prior to the submission of the tender the TERI may for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the tender documents by amendments. Such document shall be made available on websites:

All are requested to remain updated with the website. No separate reply/intimation will be given elsewhere.

SECTION 2: ELIGIBILITY CONDITIONS

Eligibility Conditions for Bidders

1. Minimum Eligibility Conditions

(i) The Bidders should be:

A Registered construction Company/Firm/Corporation in India in the field of civil work for constructing toilets/buildings (Conforming to relevant National/International standards)

(ii) The bidder should have last three years (i.e., FY 2013–14, 2014–15 and 2015–16) experience in executing contract of toilets/ buildings works

(iii) The Bidder should have valid CST/State VAT/TAN/TIN registration certificate. A copy of which should be enclosed.

(iv) Overall Average Annual Turnover of the Company/Firm/ Corporation in the last three financial years (FY-2013-14, 2014-15 and 2015-16) should be at least Rs 5 crore (Five crore) (This must be the individual Company's turnover and not that of any group of Companies). A summarized sheet of average turnover certified by registered CA should be compulsorily enclosed along with corresponding balance sheets.

2. Other Eligibility Conditions

The 'Financial bids' of only those bidders shall be opened, who qualify the 'Minimum Eligibility Conditions' as mentioned above and score at least 40 points in 'technical evaluation'. The 'Points' for the 'technical evaluation' shall be assigned as under:

SI No.	Criteria	Point
1	CPWD/ PWD/ PHED/ZP registered companies/firms	10
2	Cumulative Experience* of the Bidder in executing contracts of toilets/buildings work project in association with Government agencies/multilateral /bilateral agency/CSR projects of PSUs, Corporates Up to three years More than three years	5 10
3	Value of a ' Single Order ' * of toilets/ buildings executed by the Bidder : <ul style="list-style-type: none">Valued up to Rs 1 croreValued more than Rs 2 crore	5 10
4	The bidder has minimum 100 workers including masons ,labours and technical staffs	10
5	The bidder has strong local presence in West Bengal or within 100 Km distances from project site in Bengal /Jharkhand capable of providing 24x7 services through its network of offices.	10

SECTION 3: PREPARATION OF TENDER

3.1 LANGUAGE OF BID AND MEASURE

3.1.1 The tender prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and TERI shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

3.2 DOCUMENTS COMPRISING THE BID

3.2.1 The tender prepared by the Bidder shall comprise the following components:

(a) Covering letter as provided in the tender document.

(b) General particulars of bidder, as provided in tender document.

(c) Declaration by the Bidder, as provided in tender document

(d) Documentary evidence establishing that the bidder is eligible to Tender and is qualified to perform the contract if their tender is accepted. Checklist of Annexures as provided in tender document

(e) Tender document signed on each page, as a confirmation by the Bidder to accept all technical specifications/commercial conditions along with all necessary enclosures/annexures.

(f) Duly filled technical bid format.

3.3 BID PRICE

3.3.1 The Bidder shall indicate prices on the appropriate financial bid schedule.

3.3.2 DUTIES AND TAXES

The vendor is responsible for compliances to all taxes and duties, Custom Duty, Excise Duty, Service Tax, Sales Tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Swacch Bharat Cess, Agricultural Cess, Registration of Excise and Service Tax, Surcharge on income tax, etc., if any. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government Income Tax and Service Tax norms will be payable by the Bidder. TDS will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of West Bengal in this regard. All compliances (State/Central/Local—VAT/WCT/ESI/PF/Labour law, etc., is to be met by the Vendor) and the same is to be produced by the vendor at the time of payment.

3.4 **BID CURRENCIES**

3.4.1 Prices shall be quoted in Indian Rupees (INR) only.

3.5 **SECURITY DEPOSIT/ PERFORMANCE GUARANTEE**

3.5.1 The successful Bidders, who execute the agreement with TERI for the work, shall have to furnish a security amount equivalent to 2% of total value of the order in the form of bank guarantee valid for a period of 12 months from the date of execution of agreement. The bank guarantee may be issued by a nationalized bank. The 'Bank Guarantee' shall be in favour of 'TERI'. The aforesaid bank guarantee shall be furnished prior to the execution of agreement.

3.6 **PERIOD OF VALIDITY OF TENDER**

3.6.1 Validity of the offer should be three months from the date of opening of the financial bid of the tenders. Tenders without this validity will be rejected.

3.6.2 In exceptional circumstances; the TERI will solicit the Bidder's consent to an extension of the period of validity. The request and the response there of, shall be made in writing. The contract performance security provided under Clause 3.5.1 above shall also be suitably extended.

3.7 **BID SECURITY (Earnest Money)**

3.7.1 The bidder shall furnish, as part of their bid, a bid security of Rs 500000 (Five lakhs) in the form of Demand Draft issued by a nationalized bank in favour of TERI, payable at New Delhi.

3.7.2 Any bid not secured with the tender fee and earnest money will be considered as non-responsive and rejected by TERI.

3.7.3 No Interest shall be payable on the amount of earnest money and the same will be released, after the tenders have been decided to those Bidders who fail to get the contract.

3.7.4 The tender security (earnest money) may be forfeited if:

a) A Tenderer withdraws its tender during the period of tender validity specified by the Bidder in the tender.

b) If the successful Bidder fails to sign the contract within stipulated period.

3.7.5 EMD of a successful bidder shall only be released after signing of agreement and submission of 2% security bank guarantee.

3.8 FORMAT AND SIGNING OF TENDER

- 3.8.1 The bid must contain the name, residence, and places of business of the persons making the tender and must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed below the signature.
- 3.8.2 Tender by corporation/company must be signed with the legal name of the corporation/company/firm by the 'President', Managing director or by the 'Secretary' or other designation or a person duly authorized.
- 3.8.3 The original copy of the tender shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by the Bidder to bid for the contract. The letter of authorization shall be submitted along with power-of-attorney. All the pages of the bid shall be initialed by the person or persons signing the tender.
- 3.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the tender.

(Signature of Bidder with seal)

SECTION: 4: SUBMISSION OF TENDER

- 4.1 **SUBMISSION OF TENDER:** The bid shall be submitted as per the guidelines given in the tender document.
- 4.1.1 The tender must be completed in all technical and commercial respect and should contain requisite certificate, drawings, informative literature, etc., as required in the specification.
- 4.1.2 Technical and commercial price bid as per format are to be submitted in two separate and sealed envelopes marked Part-I & Part-II and to be packed in main envelope. In main envelope it should be super scribed with Tender Number.
- 4.1.3 First sealed envelope (Part-I) should contain earnest money, technical specification, brochure literature, other documents required, etc. It should be super scribed with tender no. All parts of tender documents except financial bid, duly signed, should be submitted in the first envelope. Requisite earnest money, tender fees in the form of Demand Draft should be attached.
- 4.1.4 Second sealed envelope (Part-II) should contain financial bid only. It should be super scribed with Tender No. and 'Financial bid'. Anything in regard of financial condition, payment terms, rebate, etc. mentioned in financial bid may make the tender invalid. Therefore, it is in the interest of the tenderer not to write anything extra in Part-II except price.
- 4.2 **EXPENSES OF AGREEMENT:** A formal agreement for a period of 01 (one) year shall be entered into between TERI and the contractor/bidder for the proper fulfillment of the contract. The expenses of completing and stamping of the agreement shall be paid by the successful bidder.
- 4.3 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be submitted by the tenderer on the date, time, and address specified in the tender notice/tender documents.

(Signature of Bidder with seal)

SECTION 5: TENDER OPENING AND EVALUATION

5.1 OPENING OF TENDER

The procedure of opening of the tender shall be as under:

- 5.1.1 First part (part-A) submitted having tender specification and super scribed as 'Technical Bid' shall be opened at the time and date mentioned in the tender notice by TERI's representatives in the presence of Bidders, who choose to be present.
- 5.1.2 Second part (Part-B) containing 'Financial Bid' shall be opened (after obtaining clarifications and establishing technical suitability of the offer) as per schedule. Second part of only those Bidders shall be opened whose first part (Part-A) shall be found commercially clear and technically suitable.

5.2 CLARIFICATION OF TENDER

- 5.2.1 To assist in the examination, evaluation, and comparison of bids TERI may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- 5.3 TERI reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this document and make its own judgment regarding the interpretation of the same. In this regard TERI shall have no liability towards any Bidder and no Bidder shall have any recourse to TERI with respect to the selection process. TERI shall evaluate the Bids using the evaluation process specified in this document or as amended, at its sole discretion. TERI's decision in this regard shall be final and binding on the Bidders.

Signature of Bidder with seal

SECTION 6: PROCEDURE FOR FINALIZATION OF BID

- 6.1 **PROCEDURE FOR FINALIZATION OF BID:** The procedure for finalization of Bid would be as follows:
- 6.1.1 Finalization of BID:
First the Technical bids shall be opened, evaluated and list will be prepared
Then the price bid of technically qualified bidders shall be opened.
The lowest rate (i.e., L-1) shall be the party to be awarded the contract.
- 6.2 **FINALIZATION OF EMPANELMENT**
First the Technical Bids shall be opened, evaluated and list will be prepared
Then the price bid of technically qualified parties shall be opened.
- The lowest rate (i.e., L-1) received (and in turn approved by the competent authority would be the 'Approved Rate'.
 - L-1 i.e., lowest rate bidder will be awarded up to 60% of the total bid quantity or as per their capacity given in the bid, whichever is lower.
 - Approved lowest rate would be offered to those lowest bidders (i.e. L-2, L-3, and so on) having quoted a price not more than 25% of lowest approved rates (L-1) and they will be empanelled and awarded equally remaining 40% of total bid quantity or as per his capacity given in the bid, whichever is lower.
 - Incase no vendor matches L1 rate then the entire contract will be given to lowest bidder.
 - TERI will assign project villages to the shortlisted contractor/bidders/suppliers as and when project villages are ready for construction work. A cluster/block based approach would be followed depending on field conditions. After work order is placed for work, should be executed within the time schedule stipulated in work order. In case of delay (for any reason other than due to Force Majeure conditions or any extension thereof granted to him by TERI) a penalty equal to 1.0% of the price of the unperformed services for each week (For the purposes of calculation of delay, part of week shall be treated as week) of delay until actual performance up to a maximum deduction of 10% of the delayed services.
- 6.3 If required TERI reserves the right to negotiate with (lowest) L-1 bidder before finalization of the tender.
- 6.4 TERI reserves the right at the time of awarding the contract to increase or decrease the quantity of IHHL construction without any change in price or other terms and conditions.
- 6.5 TERI reserves the right to accept any bid and to reject any or all bids.

6.6 NOTIFICATION OF AWARDING THE CONTRACT

Successful Bidder(s) for contract shall be intimated in writing.

6.7 CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed by the Bidder with TERI within 15 days of communication from TERI. In case agreement is not executed within the stipulated time, the earnest money will be forfeited.

(Signature of Bidder with Seal)

PART 3: GENERAL CONDITIONS OF CONTRACT

- 1.0 In the deed of contract unless the context otherwise requires:
- 1.1 TERI shall short list the successful bidder (s) on 'Rate Contract' basis after verifying their capacity (or may choose one party i.e. L1, to execute the order). The Project shall be executed by TERI. The successful bidder (s) shall have to sign the Contract with TERI.

DEFINITIONS:

- 1.2 'TERI' shall mean The Director General of TERI or his representative and shall also include its successors in interest and assignees. The 'Contractor' shall mean (successful bidder) i.e. the person whose tender has been accepted by TERI and shall include his legal representative's and successors in interest.
- 1.3 The agreement shall be on turn-key basis. The work shall be completed within stipulated time from the date of placement of work order. However 'TERI' may in case of urgency ask the bidder to complete the work earlier, with the mutual consent of the contractor/bidder. In case the contractor/bidder fails to execute the said work within stipulated time, 'TERI' will be at liberty to get the work executed from the open market without calling any tender/e-tender and without any notice to the contractor/bidder, at the risk and cost of the contractor/bidder. Any additional cost incurred by 'TERI' shall be recovered from the contractor/bidder. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor/bidder, and the contractor/bidder fails to make good the additional cost, 'TERI' may recover it from the contractor/bidders' pending claims against any work in 'TERI' or in any lawful manner.
- 1.4 That on the request of the contractor/bidder and also in the interest of the organization the 'TERI' is authorized to extend the validity of the agreement, subject to that the request of the contractor/bidder is received before the expiry of the agreement period, or any extended period granted to the contractor/bidder. Maximum period of extension shall be three months on the same terms and conditions as contained in this agreement.
- 1.5 The agreement shall be deemed to be extended till the date of completion of last work order subject to the completion period as provided in the Clause 1.3.
- 1.6 The contractor, (i.e., the successful bidder), may be allowed to operate in the State of West Bengal for execution of the orders. It will be the sole responsibility of the contractor, to execute orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the tender document and as per agreement.
- 1.7 In the interest of the work and the programme, agreement executed between the contractor/bidder and the 'TERI' may be extended to a mutually agreed period, if the need so arises. It shall be the sole responsibility of the contractor/bidder to get verified the quality and quantity of the work.

2 **LIQUIDATED DAMAGES**

2.1 If the contractor/bidder fails to perform the services within the time periods specified in the contract, the 'TERI' shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1.0% of the price of the unperformed services for each week (For the purposes of calculation of delay, part of week shall be treated as a week) of delay until actual performance up to a maximum deduction of 10% of the delayed services. Once the maximum is reached, the 'TERI' may consider termination of the contract. In the case of violation of contract, TERI may confiscate pending payments/dues of the contractor/bidder assigning specific reasons and shall also have the power to debar/blacklist the contractor/bidder in similar circumstances. TERI may also invoke performance/security bank guarantee of 10%.

3 The contractor/ bidder shall have to comply with all the rules, regulations, laws and bye-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. 'TERI' shall have no liability in this regard.

4 **FORCE MAJEURE**

4.1 Notwithstanding the provisions of clauses contained in this deed; the contractor/bidder shall not be liable for the forfeiture of their performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.

4.2 For purpose of this clause, 'Force majeure' means an event beyond the control of the contractor/bidder and not involving the contractor/bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.3 However, if a force majeure situation arises, the contractor/bidder shall immediately notify 'TERI' in writing. The decision of the competent authority of TERI in above conditions shall be final.

5 The High court of Judicature at New Delhi and Courts subordinate thereto, shall alone have jurisdictions to the exclusion of all other courts.

6 The contractor/bidder shall not, without the consent in writing of 'TERI', transfer, assign or sublet the work under the contract or any substantial part thereof to any other party.

7 'TERI' shall have at all reasonable time access to the works being carried out by the contractor/bidder under the contract. All the work shall be carried out by the contractor/ bidder to the satisfaction of 'TERI'.

- 8 If any question, dispute or difference what so ever shall arises between 'TERI' and the contractor/bidder, in the connection with the agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Director-General, TERI, or a person nominated by him. This reference shall be governed by the Indian Arbitration and Conciliation Act 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the 'TERI' or the arbitrator directs otherwise.
- 9 'TERI' may at any time by notice in writing to the contractor/bidder either stop the work all together or reduce or cut it down. If the work is stopped all together, the contractor/bidder will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by 'TERI', whose decision shall be final and binding on the contractor/bidder. If the work is cut down, the contractor/bidder will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

10 **INSPECTION AND TESTS**

- 10.1 The following inspection procedures and tests are required by 'TERI' in the presence of 'TERI's representative if so desired by 'TERI'.
- 10.2 The 'TERI' or its representative shall have the right to inspect and/or to test the quality of the construction work as per drawing to confirm their conformity to the contract. The special conditions of contract and/or the Technical specifications shall specify what inspections and test 'TERI' requires.
- 10.3. The 'TERI', his duly authorized representative shall have at all reasonable times access to the contractor/bidders premises or works and shall have the power at all reasonable time to inspect the works at site and during its construction.
- 10.4 The inspection by 'TERI' and issue of dispatch instruction there of shall in no way limit the liabilities and responsibilities of the contractor/bidder in respect of the agreed quality assurance programme forming a part of the contract.
- 10.5 Construction quality: In addition to the specification, drawing as already provided, the contractor/bidder shall guarantee satisfactory construction quality performance of the work and shall be responsible for the period or up to the date hereof after the work has been accepted by 'TERI' to the extent for any defects that may develop such defects shall be removed at their own cost when called upon to do so by 'TERI'.

- 10.6 Notice statement and other communication sent by 'TERI' through registered post or telegram or fax or Email to the contractor/bidder at his specified addresses shall be deemed to have been delivered to the contractor/bidder.
- 10.7 Any work which is not covered under this contract but is essential required for the completion of job (To the satisfaction of TERI) shall be carried out by the contractor as extra item or which payment shall be made separately at the rates decided by TERI.
- 10.8 The work shall be carried out by the contractor/bidder as per design and drawings approved by 'TERI', wherever, necessary, the contractor/bidder shall submit relevant designs and drawings for approval of 'TERI', well in advance. Work carried out without 'TERI's approval shall not be accepted and 'TERI' shall have the right to get it removed and to recover the costs incurred from the contractor/bidder.
- 11 The contractor/bidder shall provide one copy system pass book containing instruction manual/routine user manual and maintenance record of the work with each unit constructed and awareness created, this shall be both in English and Bangla language. (The draft of pass book shall be approved by TERI).

The following minimum details must be provided with manual:

- (a) Complete details of toilets
- (b) Advantages of using toilets
- (c) Clear benefits on regular usage and maintenance by the user.
- (d) Awareness creation and sensitization of users.
- (e) Numbering and branding of toilets.
- (f) Slogans related to WASH
- (g) Individual household, community level awareness, motivation and sensitization for usage of toilets.
- (h) Name and address of the contact person in case of non-functioning of the toilets.

- 12 The contractor/bidder shall not display the photographs of the work and not take advantage through publicity of the work without written permission of 'TERI'. The contractor shall distribute and fix a calendar at site, showing instructions, Dos, Don'ts with each unit. (The format of calendar should be approved by TERI).

13 **PATENT RIGHT AND ROYALTIES**

The contractor/bidder shall indemnify 'TERI' against all third party claims of Infringement of patent, royalty's trademark or industrial design rights arising from use to the goods or any part thereof.

- 14 The contractor/ bidder shall inform the 'TERI' of the number of units to be constructed, awareness programs conducted, date of each shipment from his works, and the expected date

of arrival at the site for the information of the 'TERI' project offices at least seven days in advance.

15. **DEMURRAGE WHARFAGE, ETC**

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor/bidder.

16. The materials supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage during transportation shall be included in the bid price.

17. **Compliance**

All compliances (State /Central/Local—VAT/WCT/ESI/PF/Labour law, etc., is to be met by the Vendor) and the same is to be produced by the vendor at the time of payment.

18. **TRANSPORTATION**

The contractor/bidder is required under the contract to deliver the materials to the site. Road permit and entry taxes to be facilitated and arranged by the Bidder.

19. **TERMINATION FOR INSOLVENCY**

'TERI' may at any time terminate the contract by giving written notice to the contractor/ bidder without compensation to the contractor/ bidder, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the 'TERI'.

20. **TERMINATION FOR CONVENIENCE**

The 'TERI', may by written notice sent to the contractor/bidder, terminate the contract, in whole or in part at any time for its convenience.

21. **APPLICABLE LAW**

The contractor/ bidder shall be interpreted in accordance with the laws of the country i.e., India.

22. **NOTICE**

22.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the special condition of contract.

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23 **TAXES DUTIES AND INSURANCE**

The price quoted should ensure compliance of all taxes, duties and Insurance expenditure, Custom Duty, Excise Duty, Service Tax, Sales Tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on Income Tax, etc. if any. A supplier/ contractor/ bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax and service tax norms will be payable by the contractor/bidder. If any new tax/duty is levied during the contract period the same will be borne by the contractor exclusively. TDS will be deducted from the payment of the contractor/bidder as per the prevalent laws and rules of Government of India and Government of West Bengal in this regard.

24. **OTHERS**

- 24.1 The Contractor/ bidder in consultation with concerned Project Officer of 'TERI' will conduct training programme for users, focusing on main features, operation, usage and maintenance of the units.
- 24.2 After successful construction units and training, the units will be handed over to the person designated by the TERI.
- 24.3 It shall be the sole responsibility of the contractor/bidder to get verified the quality and quantity of work.

25. **PAYMENTS**

The payments shall be made as per the following terms and conditions (Details in Scope of Work):

- i) 5% of the ordered value with work order as specified in the contract as mobilization subject to submission of documents listed as points 'a' to 'c' under 'Documents' as proof of delivery..
- ii) 20% of the ordered value will be released after completing 5% of the ordered quantity subject to submission of documents listed as points 'a' to 'c' under 'Documents' as proof of delivery..
- iii) 30% of the ordered value will be released after completing 27% of the ordered quantity subject to submission of documents listed as points 'a' to 'c' under 'Documents' as proof of delivery.
- iv) 25% of the ordered value will be released after completing 53% of the ordered quantity subject to submission of documents listed as points 'a' to 'c' under 'Documents' as proof of delivery.
- iv) 10% payment of the ordered value will be released after completing 83% of the ordered quantity subject to submission of documents listed as points 'a' to 'c' under 'Documents' as proof of delivery.
- V) 10% payment of the ordered value after completion of full and final work subject to submission of documents listed as points 'a' to 'c' under 'Documents' as proof of delivery..
- VI) All the payment shall be released from TERI Head Office, New Delhi on submission of requisite documents.

Documents

Following documents need to be submitted to TERI for processing of payments:

- (a) Construction and handover certificate (as prescribed), counter-signed by User/TERI Representative.
 - (b) Minimum two (2) photographs (preferably dated) for each household in soft copy (Compact Disc) of the IHHL clearly showing the toilet. Photographs should be clear and of minimum postcard size.
 - (c) Shall submit the supporting document as proof {photograph with any one of ID proof (Voter ID/ Aadhar card), and address proof has to be taken for construction of IHHL}.
 - (d) Detailed complaint log of all the complaints received during the period (every month).
 - (e) Rectification log of all complaints attended and remedial measures taken (every month).
26. In case of any ambiguity in interpretation of any of the provisions of the tender, the decision of 'TERI' shall be final.
27. All statutory compliances as applicable in India during the execution period of the contract shall be complied by the Vendor and TERI shall not be directly or indirectly liable for such compliances. The Vendor/contractor shall also be responsible for any demand that would be raised on TERI by any statutory authorities relating to this contract in future.

(Signature of Bidder with Seal)

PRICE FALL CLAUSE

To,

(Address:)

Subject: Price fall clause against Tender No.- TERI/WRFD/WD/2016-17/001 dated 26-08-2016

Dear Sir / Madam,

With reference to the tender no. TERI/WRFD/WD/2016-17/001 dated 26-08-2016, it is hereby confirmed that the price quoted by _____(Name of the Supplier) for the construction of Individual household toilets and awareness creation, against this tender is the best possible price we could offer and no further reduction in the price is possible.

It is further confirmed that till the date of submission of this bid, _____(Name of the supplier) has not constructed such IHHL, having the same specification, as mentioned in the above tender, to any government agency / departments, below the price quoted by it in the tender.

Thanking you,

(Bidder Name with Stamp)

Authorized Signatory

Part 4: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Objective: To construct Individual household latrines and create awareness for approximately 5660 individual house hold Latrines at the project site at Purulia district, in the state of West Bengal.

Description: The tender is for undertaking the above project of individual household latrines as per Nirmal Bangla program and Swacch Bharat Abhiyan which includes **construction and awareness creation**, at every selected individual household.

Scope of the work: Scope of work under the project is as defined below:

- I. **Construction of individual household latrines at project sites in the Neturia and Santori blocks in West Bengal, India.**
- II. **Awareness, motivation and sensitization towards usage of toilets.**
- III. **Handing over of the constructed IHHL to the beneficiaries**

Delivery

Delivery time for construction and awareness creation: Construction should be completed within the time specified (12 months for IHHL construction and 4 months for awareness creation). Warehousing and storage of all materials will be in the scope of work till the commissioning of all units as per the purchase order.

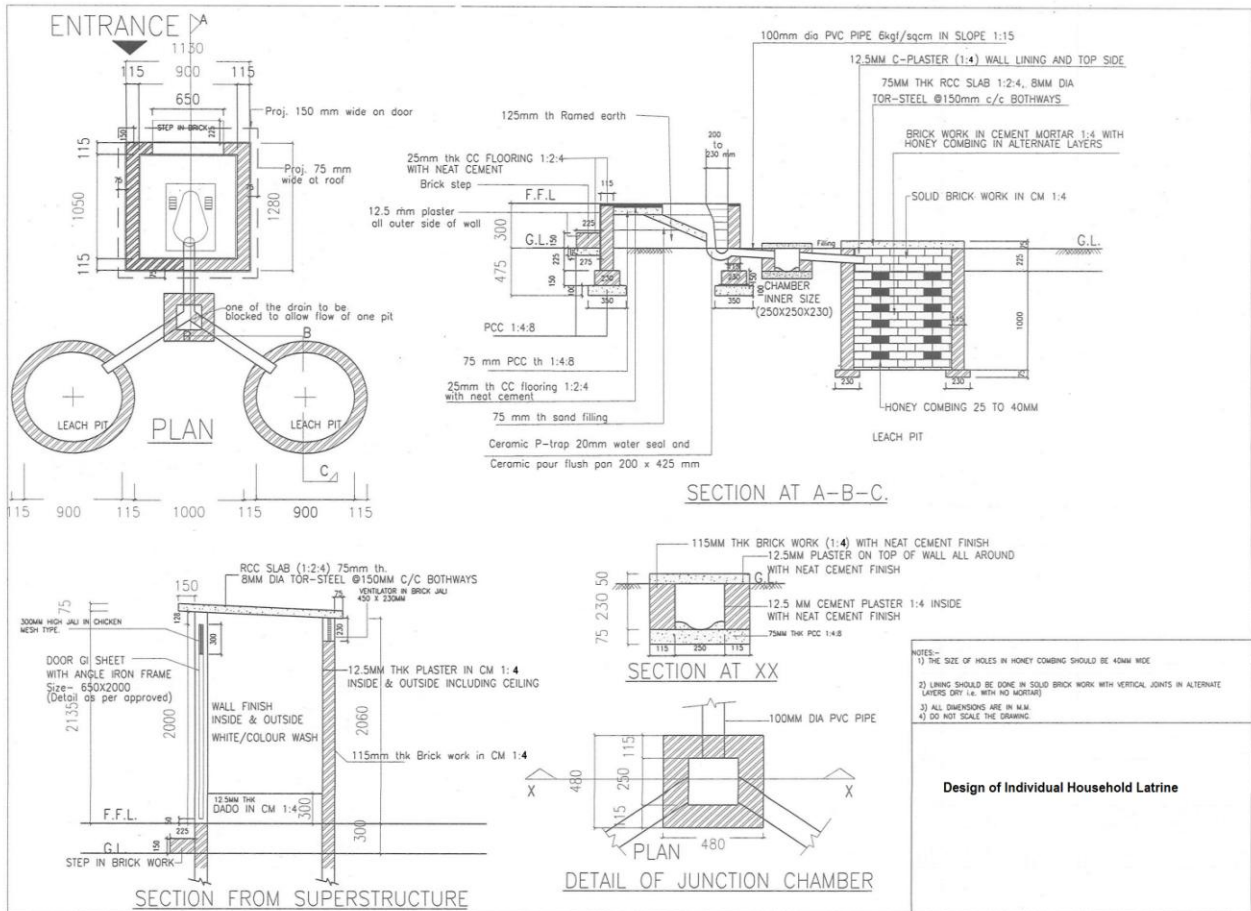
NOTE:

- (a) For the prompt execution of the project, TERI may choose more than one vendor for carrying out the project.
- (b) The selected vendor is mandatorily required to open office to carry out work at site within 15 days from the date of purchase order.
- (c) Logo (TERI and Sponsor) embossing has to be done on IHHL.

Technical Specifications for Individual household latrines along with drawing, specifications, BoS items/components.

Individual household latrines- TECHNICAL DETAILS PART-6

TECHNICAL BID : TENDER NO. TERI/WRFD/WD/2016-17/001



(Signature of bidder with seal)

PART-B

FINANCIAL BID

TENDER NO. TERI/WRFD/WD/2016-17/001

Name of the Firm: -----

Construction and awareness creation of approximately 5660nos of Individual household latrines in the rural areas of West Bengal.

SI.NO.	Descriptions	Per Unit cost
1	Constructions of twin pit pour flush individual household latrines (as per drawing, design and specification) along with awareness creation.	
Total Amount (in figures and words):		

NOTES:

1. Certified that rates quoted above are as per the requirement, specification of the terms and condition mentioned in the tender document.
2. The taxes to be charged would be additional as per applicable rates.

(Signature of Bidder with seal)

To be submitted in Part-II (B) in financial bid.

Other documents/conditions, terms if enclosed may lead to rejection of bid.