

	The Energy and Resources Institute	ISSUE NO.	01	DATED	25-02-2018
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**Tender for implementation
(Beneficiary identification, co-funding mobilization, supply,
installation, and maintenance for five years) for approximately 80
numbers of Grid connected Solar System for brassware cluster
Installation of 4 kW / 5 kW Solar PV Power Plant in the rural areas of
Uttar Pradesh (Moradabad district)**

**TERI/MAT/2022-23/010
Tender Date: 25/05/2023
Last Date for Submission of Bids: 19/06/2023**

**The Energy and Resources Institute (TERI)
6-C, Darbari Seth Block
IHC Complex, Lodhi Road
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Mandatory to read all the terms and conditions before signing of the tender

PART-1: GENERAL INSTRUCTIONS

Tender Notice

The Energy & Resources Institute (TERI)

6C, Darbari Seth Block,

India Habitat Centre, Lodhi Road, New Delhi – 110003

TERI invites bids from prospective Bidders through tendering for the implementation (Beneficiary identification, co-funding mobilization, supply, installation, and maintenance for five years) for approximately 80 numbers of **of Grid connected Solar System for brassware cluster Installation of 4 kW / 5 kW Solar PV Power Plant**, Refer part 4 of this document, in the rural areas of Uttar Pradesh (Moradabad district), as per the details given in tender document.

Table 1: Particulars of Items

Sl. No.	Item	Tender No.	Quantity Required	Fee of Tender Document	Earnest Money Deposit
1	Grid connected Solar System for Brassware cluster in the state of Uttar Pradesh, India	<u>TERI/MAT/2022–23/010</u>	80 nos.	20,000.00	20,00,000.00

The tender document is available on TERI's website <http://www.teriin.org/Announcements/>. Interested Bidders may view/download the Bid document, seek clarification, and submit their Bid on or before the date and time mentioned in the Table below:

Table 2: Schedule of activities

Sl. No.	Milestone	Date and time (dd-mm-yyyy; hh:mm)
1	Release of tender	25.05.2023
2	Last date for submission of written questions by Bidders	07.06.2023
3	Pre-bid Conference – Online (refer 1.3 clause)	08.06.2023; 1100 hrs
4	Response to the Queries by TERI	12.06.2023; 1430hrs
5	Last date for submission of technical bid and financial bid response	19.06.2023; 1500 hrs.
6	Opening of technical bid	20.06.2023;1130 hrs
7	Declaration of shortlisted Firms on the basis of technical evaluation	22.06.2023; 1500 hrs.
8	Financial bid opening of only of technically qualified Bidders	23.06.2023; 1500 hrs.

Sl. No.	Milestone	Date and time (dd-mm-yyyy; hh:mm)
9	Finalization of vendor	Intimation to be given only to finalized vendor(s)
10	Venue of opening of technical and financial bids	The Energy & Resources Institute, 6C, Darbari Seth Block, India Habitat Centre, Lodhi Road, New Delhi – 110003

The bidders need to submit the cost of the bid document and the EMD as stated above in the table through Demand Draft as bid document fees and as **EMD in favour of The Energy and Resources Institute (TERI), payable at Delhi**. MSME's are exempted from payment of **EMD** (earnest money deposit) but they have to submit the Original Notarized copy of MSME registration. MSME bidders shall be manufacturers of indented items to claim MSME Benefits. Bidder has to provide the details like- Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.), MSME Registration no. (With copy of registration). TERI reserves the right to reject any or all tenders without assigning any reason thereof. The decision of TERI will be final and binding **on all matters with respect to this tender**.

(Head-Materials)

TERI

Checklist of Annexures

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

Table 3: Description of annexures

Sl. No.	Annexure No.	Particulars	Yes/No Flag No.
1	Annexure I (a)	Details of Tender document fees (Demand Draft no., Date, Amount and Bank name)	
2	Annexure I (b)	Details of EMD (Demand Draft no., Date, Amount and Bank name)	
3	Annexure I (C)	General Particulars of the Bidder as per tender documents	
4	Annexure I (d)	Declaration by the Bidder as per tender document	
5	Annexure II	Purchase order / completion Certificate for Supply Installation and commission of Solar Power Plant during the last two years should be enclosed for proof of experience in executing, in the state of Uttar Pradesh	
6	Annexure III	A copy of valid GST registration certificate and PAN	
7	Annexure IV	Certificate issued by CA / Project Sponsor, regarding the co-funding amount mobilized from community under different solar project executed by the Bidder in the last five years	
8	Annexure V	Overall Average Annual Turnover of the Company / Firm / Corporation / NGO in the last three financial years (A summarized sheet of turnover of last 3 (three) Financial Years certified by a registered CA) along with the latest balance sheet	
9	Annexure VI	A summarized sheet of cumulative experience, of past 5 (five) years in Successfully Supply, Installation and Commissioning of based Solar PV Power Plants / Grid connected solar system for MSME cluster along with Purchase order and Completion certificate from central / State Government Agencies / PSU / TERI	
9	Annexure VII	A summarized sheet of cumulative experience, of past 5 (five) years in Successfully Supply, Installation and Commissioning of Solar PV Power Plants along with Purchase order and Completion certificate from central / State Government Agencies / PSU / TERI	
10	Annexure VIII	Value of a 'Single Order' of Solar Power Plants Grid connected Solar System for MSME cluster executed by the Bidder (A copy of the order indicating its value and	

Sl. No.	Annexure No.	Particulars	Yes/No Flag No.
		<p>certificate indicating its successful execution of past 5 (five) years from Central / State Government Agencies / PSU / TERI)</p> <p>Valued more than Rs 50 lakh</p> <p>Valued more than Rs 100 lakh</p> <p>Valued more than Rs 150 lakh</p>	
11	Annexure IX	<p>Cumulative experience in last 5 (five) years in Supply, Installation and Commissioning of total number of Solar power Plants / Grid connected Solar System for MSME cluster Cumulative nos. along with Purchase order and Completion certificate from Central / State Government Agencies / PSU / TERI</p> <p>More than 50 Nos.</p> <p>More than 100 Nos.</p>	
12	Annexure X	<p>Bidder has Test Certificate for SPV Modules / Lithium battery / Inverter etc., from an IEC / MNRE authorized testing center / TERI—solar lab.</p> <p>(Test Certificate should have been issued on or after April 1, 2019)</p> <p>Number of certificates:</p> <p>Certificate for any one of the above</p> <p>Certificate for any two or more of the above</p>	
13	Annexure XI	<p>The bidder has</p> <p>ISO 9001:2015 certification</p> <p>ISO 14001:2015 certification</p> <p>OHSAS 18001:2007</p> <p>ISO 45001:2018</p>	
14	Annexure XII	The Bidder's service centers for 24 X 7 operation at Moradabad, in Uttar Pradesh with full address and contact details	
15	Annexure XIII	Valid electrical license duly issued by appropriate authority i.e. Electrical Inspector / Labour Department of State Govt. in the name of firm.	
16	Annexure XV	Undertaking that children (below 18 years) will not be employed for this project	

Sl. No.	Annexure No.	Particulars	Yes/No Flag No.
17	Annexure XVI	Others (i) An undertaking that the service centers are operational. The details of service center should be submitted with technical bid. (ii) An undertaking that the co-funding as per Scope of Work, point IV will be collected from the beneficiaries (Cheque / DD / RTGS etc.) and deposited with TERI as per schedule. (iii) An undertaking by the Bidder, that no child labour (below 18 years) will be used	
18	Annexure XVII	Format 7: Format for Power of Attorney	
19	Annexure XVIII	Duly filled and signed technical bid and technical specification	

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

*Bidder's experience should be in supply, installation / commissioning (contracts executed, completed, and handed over) and maintenance of Solar Photovoltaic Systems / Power Plants.

Note:

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

(Signature of Bidder with seal)

Table 4: Particulars of Tender

1	Tender No.	<u>TERI/MAT/2022-23/010</u>
2	Particulars of Work	Implementation (Household identification, co-funding mobilization, supply, installation and maintenance) of approximately 80 numbers of Grid connected Solar System for Brassware cluster in Uttar Pradesh (Moradabad), India.
3	Last date and time of submission of tender documents	19/06/2023 ; 1500 hrs.
4	Period of validity of rates for acceptance	06 months from opening of financial bid
5	Date and time of opening of tender (Technical bid)	20/06/2023; 1130 hrs.
6	Date and time of opening of tender (Financial bid)	23/06/2023; 1500 hrs.
7	Venue of opening of technical and financial bids	The Energy & Resources Institute; 6C, Darbari Seth Block; India Habitat Centre; Lodhi Road, New Delhi – 110003

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; date and time as mentioned in the above Table.

(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-I: Technical Bid

Part -1

- i. Tender Notice
- ii. Covering Letter
- iii. Checklist of Annexures
- iv. Particulars of Tender
- v. General Particulars of Bidder
- vi. Declaration by Bidder

Part - 2: Instruction to Bidders

- Section-1: The 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 & Technical Specifications

Part – 5: Details of Warranty

Part – 6: Technical Bid

Part – 7: Formats & Annexures

Part – II: 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 be fully informed himself of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications, at

his own cost and expenses. TERI shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

- 1.2.1 **Bidders eligible for bidding:** Bidding is open to bidders having office(s) in India. Consortium of firms/ organizations as partners is not allowed.
- 1.2.2 **Cost of bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid including site visit, and TERI will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process. Further TERI has the rights to get sample of main component (Lithium battery bank , Charge Controller Unit, Solar Module) proposed to be used for Grid connected Solar System for brassware cluster, tested by any reputed independent test lab) at the cost of bidder.
- 1.2.3 **Language of the Bid:** The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and TERI shall be written in English language only.

1.3 CLARIFICATION AND PRE BID CONFERENCE:

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. The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), TERI will make all efforts to respond to the queries during the Pre-Bid Conference. The purpose of the Pre-Bid meeting will be to clarify any issues regarding the Bid. Link for the pre-bid meeting will be shared on email as per request received.

Enquiries/clarifications may be sought by the Bidder as per the following:

Technical queries: Mr. Jitendra Tiwari / Mr. Akif Farooqui

Email: jitendra.tiwari@teri.res.in / akif.farooqui@teri.res.in

All non-technical queries: Mr. Manoj Kumar Tiwari / Mr. C Uikkattan

Email: manoj.tiwari@teri.res.in / uikkattan.c@teri.res.in

1.4 AMENDMENT OF TENDER DOCUMENTS

At any time prior to the submission of the tender 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.

1.5 DISCLAIMER

- 1.5.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check

the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

1.5.2 Other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Employer or its employees, or otherwise arising in any way from the selection process for the Supply.

1.5.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

1.5.4 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

(Signature of Bidder with seal)

SECTION 2: ELIGIBILITY CONDITIONS

Eligibility Conditions for Bidders

1. Minimum Eligibility Conditions:

- i. The bidder should be an organization registered/ incorporated under Companies Act. 1956 or Companies Act. 2013, and further amendment(s) /Firm/ Corporation/ NGO in India.
- ii. The Bidder should have minimum – three (3) years of experience in executing contract of Solar Photovoltaic Power Plants in the state of Uttar Pradesh. Purchase order / completion Certificate of last three (3) years should be enclosed
- iii. The Bidder should have valid GST and PAN registration certificate. A copy of which should be enclosed.
- iv. The Bidder should have executed solar Project in the past five years, anywhere in the country, in which mobilization of co-funding from the community has been an integral part of the implementation and commissioning of the project. As a proof of such cofounding mobilization, certificate issued by CA / Project Sponsor, should be enclosed.
- v. Overall Average Annual Turnover of the Company/Firm/ Corporation / NGO in the last three financial years (FY- 2019–20, 2020–21 and 2021-22) should be at least Rs 4.00 Crores (Rupees Four Crores only). This must be the individual Company / Firm / Corporation / NGO's turnover and not that of any group. A summarized sheet of average turnover certified by a registered CA should be compulsorily enclosed along with corresponding balance sheets.
- vi. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practice. In this regard an undertaking (self-certification) has to be provided that the Bidder (s) has not been blacklisted/ debarred by any Central / State government/ TERI or any other institution
- vii. Bidder must meet the Technical Specifications as stipulated in the Tender, and the Bidder(s) must be able to provide the after-sales warranty and support services.

Note: Subsequent to award of contract, no deviation is acceptable in performance. In case any Bidder is found unsatisfactory during the execution process, the award will be cancelled. In such an event, TERI reserves the right to terminate the contract, impose strict action against the bidder(s), which inter-alia extends to other provisions of tender.

2. Evaluation Criterion

The '**Financial bids**' of only those Bidders shall be opened, who qualify in '**Minimum Eligibility Conditions**' as above and score **at least 60% Marks** in '**technical evaluation**'. The '**Marks**' for the '**technical evaluation**' shall be assigned as under:

Table 5: Detailed technical evaluation criteria and scheme of evaluation

S. No.	Criteria	Maximum Marks	Marks against Evaluation Parameter
1	<p>Bidder's experience for Supply, installation, Commissioning and maintenance of Solar Power Plant / Grid connected solar system for MSME cluster in past five years along with Purchase order and Completion certificate from Central / State Government Agencies / PSU / TERI</p> <p>More than 50 kWp Solar Plant</p> <p>More than 75 kWp Solar Plant</p> <p>More than 100 kWp Solar Plant</p>	20	<p>10</p> <p>15</p> <p>20</p>
2	<p>Cumulative Experience of past five years* of the Bidder in executing contracts of Solar Photovoltaic Power Plants in past five years along with Purchase order and Completion certificate from Central / State Government Agencies / PSU / TERI</p> <p>(Installation & Commissioning of Solar PV Power Plants)</p> <p>More than 100 kWp</p> <p>More than 200 kWp</p>	10	<p>5</p> <p>10</p>
3	<p>Value of a 'Single Order' of past five years* of Solar Power Plants/ Grid connected Solar System for MSME cluster executed by the Bidder along with Purchase order and Completion certificate from Central / State Government Agencies / PSU / TERI :</p> <p>Valued more than Rs 50 lakh</p> <p>Valued more than Rs 100 lakh</p> <p>Valued more than Rs 150 lakh</p>	15	<p>5</p> <p>10</p> <p>15</p>
4	<p>Bidder's cumulative experience in last five years in supply, installation and commissioning of total number of Solar power Plants / Grid connected Solar System for MSME cluster Cumulative nos. along with Purchase order and Completion certificate from Central / State Government Agencies / PSU / TERI:</p> <p>More than 50 nos.</p> <p>More than 100 nos.</p>	20	<p>10</p> <p>20</p>

S. No.	Criteria	Maximum Marks	Marks against Evaluation Parameter
5	<p>Bidder has Test Certificate for SPV Modules/Lithium battery/ Solar based Power Conditioning Unit (PCU) etc., from an IEC/MNRE authorized testing center /TERI-solar lighting laboratory. Test Certificate should have been issued on or after April 2018 and should be valid as on date.</p> <p>Certificate for any one of the above</p> <p>Certificate for any two of the above</p>	10	<p>5</p> <p>10</p>
6	<p>Certification</p> <p>The Bidder has either ISO 9001:2015 or ISO 14001:2015 certification</p> <p>The Bidder has both ISO 9001:2015 and ISO 14001:2015 certification</p> <p>In addition to the above Safety Certification : OHSAS 18001:2007 / ISO 45001:2018</p>	10	<p>3</p> <p>7</p> <p>10</p>
7	<p>The Bidder is capable of providing 24X7 warranty services through its network of service centers</p> <p>The Bidder is having operational service centers at Moradabad (Uttar Pradesh)</p>	10	10
8	Valid electrical license duly issued by appropriate authority i.e. Electrical Inspector / Labour Department of State Govt. in name of firm	5	5
	Maximum Marks / Minimum Marks require for qualification	100	(60)

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 English provided that any printed literature furnished by the Bidder may be written in another language as 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) A covering letter as provided in tender document as Format – 1.
- b) General particulars of bidder, as provided in tender document as Format - 2.
- c) Declaration by the Bidder, as provided in tender document as Format - 3.
- d) **Price Fall Clause** to be provided by the Bidder, as provided in tender document as Format-4
- e) Details of EMD to be furnished by the bidder, as per tender document no Format-5.
- f) For submission of Performance Bank Guarantee, format no 6 to be used.
- g) Power of Attorney to be provided by the bidder, as per Format no 7.
- h) Experience letter as per Format no. 8.
- i) Details of CA audited balanced sheet to be provided by the bidder in Format no. 9.
- j) Documentary evidence establishing that the bidder is eligible to Tender and is qualified to perform the contract if its tender is accepted. Check list of Annexures as provided in tender document
- k) 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.
- l) Duly filled technical bid format.
- m) Declaration by the Bidder that no child labour (below 18 years) has been employed.
- n) Bidder will provide an undertaking, that service centre will be opened before commencement of the work.

3.3 BID PRICE

- 3.3.1 The Bidder shall indicate prices on the appropriate financial bid schedule (in INR)

3.3.2 DUTIES AND TAXES

The price quoted should include all taxes and duties, custom duty, GST, local taxes, income 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 & GST 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 Uttar Pradesh in this regard. All compliances (State / Central / Local - GST / ESI / PF / Labour laws etc. is to be met by the Bidder / Contractor) and the same is to be produced by the Bidder / Contractor at the time of payment. The Project cost / Bid Price shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable, once price bid is accepted by TERI.

3.3.2.1 Variation in taxes, duties & levies:

- I. Purchase order value shall not be subject to any variation on account of variation in Exchange rate(s)
- II. Only variation and introduction of any new taxes, duties and statutory levies will be accepted by TERI. ESI / PF have to be borne by the contractor.

3.3.2.2 Taxes & Duties on raw materials & bought out components:

- I. Taxes & Duties on raw materials & bought out components are included in Order Value and are not subject to any escalation or variation for any reason whatsoever

3.4 BID CURRENCIES

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 5% of total value of the purchase orders in the form of Performance Bank Guarantee (PBG – as per format no 4) valid for a period of 60 (sixty) months from the date of execution of agreement. The bank guarantee shall be issued by a schedule bank and shall be in favour of 'TERI'. The aforesaid Bank Guarantee shall be furnished within two weeks from signing of the Purchase Order along with contract (terms and conditions). If not furnished then EMD amount will be forfeited and purchase order remains cancelled”.

3.6 PERIOD OF VALIDITY OF TENDER

- 3.6.1 Validity of the price offer should be 6 (six) months from the date of opening of the financial bid of the tenders. Without this validity the tenders will be rejected.
- 3.6.2 In exceptional circumstances; TERI will solicit the Bidder's consent to an extension of the period of validity. The request and the response thereof 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 its bid, bid security of Rs. 20.00 lakh (Twenty lakh) in the form of Demand draft issued by a schedule bank.
- 3.7.2 Any bid not secured with the tender fee and earnest money will be rejected by TERI as non-responsive.
- 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:
 - a) If 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 and submit the performance security within the specified period of 15 days from the date of finalization of order
- 3.7.5 EMD of successful Bidder shall only be released after signing of agreement and submission of 5% 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 / Firm / NGO must be signed with the legal name of the corporation/ company/firm / NGO 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 to bid and Bidder to 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.

3.9 ALTERNATIVE BIDS:

Bidders shall submit bids, which comply with the bidding documents. **Alternative bids will not be considered.** The attention of Bidders is drawn to the provisions of clause 3.12.3 & 3.12.4 regarding the rejection of Bids, which are not substantially responsive to the requirements of the bidding documents.

3.10 EVALUATION OF BID

PROCESS TO BE CONFIDENTIAL:

Information relating to the 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. Any effort by a bidder to influence the TERI's processing of Bids or award decisions may result in the rejection of the Bidder's bid.

3.11 CLARIFICATION OF BIDS

To assist in the evaluation and comparison of Bids, TERI may, at its discretion, ask the Bidder for clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.12 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 3.12.1 TERI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 3.12.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 3.12.3 Prior to the detailed evaluation, TERI will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one, which

conforms to all the terms and conditions of the Bidding Documents without material deviation.

- 3.12.4 Bid determined as not substantially responsive will be rejected by TERI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

(Signature of Bidder with seal)

Mandatory to read all the terms and conditions before signing of the tender

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.**
- 4.1.3 **First sealed envelope (Part-I)** should contain earnest money, tender fee in the form of demand draft issued by schedule bank, technical specification, brochure literature, other documents required, etc. It should be super scribed with tender number. **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 Bidder not to write anything extra in part-II except price. **Both the envelopes should be put into one bigger envelop super scribed ‘Complete bid’**
- 4.2 **EXPENSES OF AGREEMENT:** A formal agreement on Rs. 100 Stamp paper for a period of 05 (five) years 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:**
- 4.3.1. Bids must be submitted by the Bidder in the date; time and address specified in the tender notice/documents.
- 4.3.2. TERI may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents. All rights and obligations of TERI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.3.3 **Modifications & withdrawal of Bids:**
The Bidder is not allowed to modify or withdraw its Bid after the Bid’s submission.

4.3.4 Address for submission of Bid Documents:

The bidders are required to submit the bids in original to the following address: -

Head (Materials)

The Energy and Resources Institute (TERI)

6-C, Darbari Seth Block, IHC Complex

IHC Complex, Lodhi Road, New Delhi – 110003, Delhi, India

Submitted bids having deviations from aforementioned instructions of submission of tender will be cancelled and will be the responsibility of the prospective bidder.

(Signature of bidder with seal)

Mandatory to read all the terms and conditions before signing of the tender

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 Evaluation will be carried out as per table no. 5 - Detailed evaluation criteria and scheme of evaluation.
- 5.1.2 **First Part (Part-I)** 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 Bidder, who choose to be present.
- 5.1.3 **Second Part (Part-II)** containing "**Financial 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 (after obtaining clarifications and establishing technical suitability of the offer) as per schedule. **Second part of only those Bidder shall be opened whose first part (Part-I) shall be found technically suitable.**

5.2 CLARIFICATION OF TENDER

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

The Procedure for Finalization of BID would be as follows:

6.1 Finalization of BID:

- First the Technical bids shall be opened and evaluated. Technical bids will be evaluated as per table- 5. The bidders scoring at least sixty percent (60%) marks of the maximum technical score will be considered technically qualified.
- 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. However, TERI reserves the right to split the order to more than one Bidder if the technically qualified Bidders can match the L-1 price.

6.2 Finalization of Empanelment:

First the Technical Bids shall be opened and evaluated.

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.
- Approved lowest rate (L-1) would be offered to those lower Bidders (i.e. L-2, L-3 and so on) having price not more than 10% of lowest approved rates (L-1). Those Bidders will be empaneled and awarded equally, remaining of total bid quantity or as per their capacity given in the bid, whichever is lower.
- TERI will place orders on the Contractor / Bidder, after the receipt of list of beneficiaries of the project area, through the concerned Contractor / Bidder.
- Training related to the Grid connected Solar System for brassware cluster, post installation of system at beneficiaries premise will be arranged by the Contractor / Bidder, in association with the representatives of TERI.
- After work order is placed for work, it must 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.
- It will be the sole responsibility of the Contractor / Bidder, to whom work order has been given, to mobilize the agreed cofounding amount (Only through Cheque / DD, issued in favour of TERI) from each beneficiary and transfer the same to TERI along with the invoice.

- 6.3 If the L-1 quote is more than 5% above the estimated value, then 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 goods and locations of supply 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 successful Bidder with TERI within 15 days of communication from TERI. In case agreement is not executed within the stipulated time, 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., L-1, to execute the order). The Project shall be executed by TERI. The successful Bidder(s) shall have to sign the contract with TERI.
- 1.2 Preference will be given to the bidder who has applied for all, however subject to availability of the desired quotations, multiple bidders may be considered

DEFINITIONS:

- 1.3 'TERI' shall mean the **Director-General of TERI** or his / her 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 representatives and successors in interest.
- 1.4 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.
- 1.5 On the request of the Contractor/Bidder and also in the interest of the organization '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 of project cannot exceed 31st December 2023 on the same terms and conditions as contained in this agreement.
- 1.6 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.
- 1.7 The Contractor, (i.e., the successful Bidder), may be allowed to operate in the State of Uttar Pradesh through a single authorized dealer for execution of the orders placed on authorized dealer. 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.

- 1.8 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 arises so. It shall be sole responsibility of the Contractor/ Bidder to get verified the quality and quantity of the supplied material at the site of delivery.

2 LIQUIDATED DAMAGES

- 2.1 If the contractor/ bidder fails to perform the services within the time periods specified in the contract, '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 week) of delay until actual performance up to a maximum deduction of 10% of the delayed services. Once the maximum is reached, '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.

- 3 The Contractor/ Bidder shall have to comply with all the rules, regulations, laws and by-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 forfeiture of its 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 '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 'TERI' or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The special conditions of contract and/or the Technical specifications shall specify what inspections and test the 'TERI' required.

10.2 Inspection at Works

10.2.1 'TERI', its 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 and examine the materials and workmanship of the works during its manufacture.

10.2.2 The Contractor/ Bidder shall give 'TERI', 15 day's written notice of any material being ready for testing. It shall be mandatory that such notice should reach 'TERI' within 30 days of placement of work order. Such tests shall be on the Contractor/ Bidder's accounts/ expenses except for the expenses of the inspector. 'TERI' reserves the full rights, to waive off inspection of material.

10.2.3 The Contractor / Bidder are required to get the entire lot of the ordered material inspected at one time, before the supply of the materials.

10.2.4 All arrangements for the inspection of materials will be done by Contractor / Bidder.

10.2.5 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.

11. WARRANTY

11.1 The Contractor / Bidder shall warrant as per standards for quality that anything to be furnished shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing, if any and shall if operable, operate properly.

Nothing in clause 10 above shall in any way release the Contractor/Bidder from any guarantee or other obligations under this contract.

11.2 Performance of Equipment:

11.2.1 In addition to the warranty as already provided, the Contractor/ Bidder shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in Clause 11.3 hereof after the equipment has been accepted by 'TERI' to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by 'TERI'.

11.3 The Warranty period shall be 25 Years for the PV modules (All the modules should contain the following clear and indelible marking laminated inside the glass as per IS/IEC 61730-1, i. Name, monogram or symbol of manufacturer; ii. Model number iii. Unique serial number iv. Nominal wattage $\pm 2\%$ v. Year and country of origin), 5 years for balance of system from the date of commissioning and handing over of the system. **Contractor/Bidder shall submit copy of warranty certificate to TERI.** The Contractor/Bidder shall rectify defects developed in the system within Warranty period promptly. In case the defects are not rectified within a week of the receipt of the complaint by the contractor/ bidder, 'TERI' shall have full liberty to restore the system in working condition. The expenditure so incurred by 'TERI' shall be deducted from the Contractor / Bidder pending claims, security / performance guarantee deposit or in other law full manner.

11.4 The maintenance of the system may also be taken up by the Contractor / Bidder after expiry of five years of warranty period if the end user / 'TERI' desire so and accordingly, the Contractor/ Bidder shall enter into an annual maintenance contract of the installed system. Bidder will have to provide the year-wise quote for the period of five years after expiry of warranty years

11.5 On-site Warranty:

The Contractor / Bidder will be responsible for complete on-site warranty of the installed systems for 5 (five) years of system from the date of installation including all preventive and

corrective maintenance services. It is mandatory for the Contractor / Bidder to open an 30 F/MAT/8 authorized service center at Moradabad, (Uttar Pradesh) before it qualifies for such work. The scope of work for on-site warranty services will further include the following:

- (a) All preventive maintenance and repair activities associated with Grid connected Solar System for brassware cluster.
 - (b) Contractor / Bidder will create provision for receiving and recording all complaints, attending the complaints, stocking essential spares, provisioning trained service personnel, recording monthly logs of all activities, etc.
 - (c) The complaints should be attended to within a maximum timeframe of 7 (seven) calendar days. Monthly log of the complaints received and rectified must be maintained and submitted to TERI on quarterly basis.
 - (d) Contractor / Bidder shall provide to its service station all normal tools and testing equipment needed for maintenance of the station at its own cost.
 - (e) During the first 5-year period, the repair works will have to be carried out at the premise except in exceptional circumstances where the equipment or any component may be required to be taken out for repair, for which specific written permission should be obtained from TERI. In such cases, standby arrangements are required to be made by Contractor / Bidder so that the Grid connected Solar System for brassware cluster remains in functional state. All products have valid product warranty and hence on-site repair and maintenance service needs to be provided after getting replenishment of spares from respective product manufacturer.
 - (f) If the Contractor / Bidder fails to attend the complaint within 7 (seven) calendar days, a reasonable penalty of 5 % (five) may be deducted from the pending amount due during that half yearly period.
 - (g) If the work of the Contractor/ Bidder is found unsatisfactory or if the Contractor / Bidder dishonors the contract or fails to perform the contract, TERI shall be entitled to terminate the contract and TERI's decision will be final and binding on the vendor. In that case, the payment of last invoice amount will not be done in addition to the above penalty charges and other remedial measures as deemed fit by TERI.
 - (h) Contractor / Bidder shall submit the bill along with the verification report counter-signed by TERI representative.
12. Notice statement and other communication send by 'TERI' through Speed post or email to the Contractor / Bidder at his specified addresses shall be deemed to have been delivered to the Contractor/Bidder.
13. Any work which is not covered under this contract but is essentially required for the completion of job (To the satisfaction of TERI) shall be carried out by the Contractor / Bidder as extra item or which payment shall be made separately at the rates decided by TERI.
14. 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 the 'TERI' shall have right to get it removed and to recover the cost so incurred from the contractor/bidder.

15. **The Contractor/Bidder shall provide one copy system pass- book containing instruction manual/routine maintenance manual and maintenance record of the systems with each unit supplied or installed, this shall be in both English and Hindi language. The draft of passbook shall be approved by TERI.**

The following minimum details must be provided with manual:

- (a) About the complete photovoltaic system including PV modules, battery, inverter and electronics
- (b) Dos and Don'ts
- (c) Clear instructions on regular maintenance and troubleshooting of the system
- (d) Name and address of the contact person in case of non-functioning of the system.

16. 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.

17. **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.

18. **PACKING & FORWARDING**

18.1 Contractor / Bidders, wherever applicable, shall after proper painting, pack and crate all the equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation. Contractor/Bidder shall be held responsible for all damage due to improper packing.

18.2 The contractor / Bidder shall inform 'TERI' of the date of each shipment from his works, and the expected date of arrival at the site at least seven days in advance.

19. **DEMURRAGE**

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.

20. **TRANSPORTATION**

The Contractor / Bidder are required under the contract to deliver the goods to the site. E-way bill to be facilitated and arranged by the Contractor / Bidder.

21. 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 'TERI'.

22. TERMINATION FOR CONVENIENCE

'TERI', may by written notice sent to the Contractor/Bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of 'TERI'.

23. APPLICABLE LAW

The Contractor/Bidder shall be interpreted in accordance with the laws of India.

24. NOTICE

24.1 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.

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

25. CORRUPT OR FRAUDULENT PRACTICES

25.1 TERI requires that the Contractor / Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, TERI defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or, those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of TERI, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive TERI of the benefits of free and open competition.

- 25.2 TERI will reject a proposal forward if it determines that the Contractor / Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- 25.3 TERI will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

26. OTHERS:

- 26.1 I-V curve of each module, technical details, such as Voc, Isc, FF, cell efficiency, and Pmax etc., shall be supplied along-with each consignment and copy should be sent to 'TERI' for records.
- 26.2 Internal test report and data sheet of all components like Inverter, PCU etc. shall be supplied along-with each consignment and copy should be sent to 'TERI' for records.
- 26.3. The Contractor / Bidder in consultation with 'TERI' will conduct training program for users, focusing on main features, operation, and maintenance of the systems.
- 26.4 The Contractor / Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost till the product life. If the Contractor / Bidder fail to continue to supply spare parts and services to users, 'TERI' shall take appropriate action against the Contractor/ Bidder.
- 26.5 After successful supply/commissioning of the system and training, the system will be handed over to the person designated by the TERI.
- 26.6 It shall be the sole responsibility of the Contractor / Bidder to get verified the quality and quantity of the supplied material at the site of delivery

27. PAYMENTS:

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

- a) 25% payment against delivery of material, as per purchase order, on site and subject to submission of documents (duly signed by Contractor / Bidder & counter-signed by authorized representative of TERI) as proof of delivery.
- b) 65% payment against:
- (i) Only after deposit and realization of 100% co-funding amount mobilized from the beneficiary to TERI;
 - (ii) Installation and commissioning of Grid connected Solar System for brassware cluster at each designated premise with documentary evidence and
 - (iii) Submission of proof of establishing of service center
- (c) 2% will be released 2nd years, 2% will be released third years, 3% released on 4th year and 3% released on fifth year from the date of installation, given timely and satisfactory warranty coverage during the elapsed period and on submission of document / report in the prescribed format.

28. Purchase order for **on-site warranty for five years** will be included in above and no separate order will be released for the AMC. . The payment for this activity will be released **as reimbursement and on half-yearly basis**, on submission of documents as proof of execution.

29 **Documents**

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

A. 1st Payment (25% payment against delivery.):

- a) Invoice of complete material supplied along with proof of delivery at site (sign and stamp of person who has received and verified the materials, counter-signed by authorized representative of TERI)
- b) Delivery challan(s) & E- way bill

B. 2nd Payment 65%):

- a) Complete list of installation location verified by TERI representative and baseline report with respect to each beneficiary in the prescribed format
- b) Deposit & realization confirmation of the co-funding amount in full (100%), with respect to each beneficiary.
- c) The warranty certificates for complete system (as per Purchase Order)
- d) Complete system warranty certificate from the supplier
- a) Manufacturer warranty card / letter for all components and data sheet for lithium ion/various technologies battery cells/modules, inverter and PCS
- b) All reports should be stamped and signed by the authorized representative of the contractor / bidder
- c) Invoice of installation and commissioning as per purchase order.
- d) Insurance copy of the complete system.
- e) Proof for the establishment of service center for the sites (photo, registration docs).
- d) Commissioning and handover certificate (as prescribed), counter- signed by TERI.
- e) Minimum two (2) photographs (dated) for each premise in soft copy of the system. Photos should be clear and of minimum postcard size. Photo should cover all the components supplied at site.

C. 3rdPayment (10%):

AMC functionality report duly signed by bidder, representatives from beneficiary and counter-signed by authorized representative of TERI, in the prescribed format only.

D. Comprehensive Annual Maintenance Contract:

- (a) Invoice to be submitted on yearly basis with reports

- (b) Detailed complaint log of all the complaints received during the period (half yearly).
- (c) Rectification log of all complaints attended and remedial measures taken (half yearly).
- (d) Verification report signed by user and TERI representative.
- (e) If the documents are not submitted within the specified stipulated time period, (at half yearly frequency) the contract will deem to be completed and the contractor will not have any claim for the payment.
- (f) Complete records for complaint and rectification log should be maintained and available during any visit.

NOTE:

- I. For the prompt execution of the project, TERI may choose more than one Contractor / Bidder for carrying out the project.
 - II. The selected Contractor / Bidders are mandatorily required to open service center to carry out on-site warranty services at site before accepting any purchase order.
- 30. In case of any ambiguity in interpretation of any of the provisions of the tender, the decision of 'TERI' shall be final.
 - 31. Compliance: All compliances (State /Central/Local /-GST/ ESI/PF/ Labour law, etc., is to be met by the Contractor / Bidder) and the same is to be produced by the Contractor /Bidder at the time of payment.
 - 32. AGE LIMIT: Supplier should not employ the Laborers below the age of 18 yrs. Supplier should not employ Children as defined in Child Labour (Prohibition and Regulation) Act, 1986. Prices basis for supply of materials:
 - 33. All safety norms related to occupational health and safety (OHS) and environment need to be followed by vendor at site as per standard guidelines.

(Signature of bidder with seal)

Part - 4 SCOPES OF WORK AND TECHNICAL SPECIFICATIONS

Objective: To provide Grid connected Solar System for brassware Cluster at approximately 80 sites at Moradabad in the state of Uttar Pradesh;

Description: The tender is for undertaking the above project of Grid connected Solar System for brassware Cluster which includes creating awareness among potential beneficiaries, selection of individual beneficiary as per TERI guidelines, mobilization of agreed (as per Scope of Work, point IV)) co-funding amount and its transfer to TERI, supply, installation, commissioning, and maintenance of the complete system at each selected site and providing comprehensive on-site 5 Years warranty of the installed system during the warranty period. At the end of the warranty period, one year comprehensive Annual Maintenance Contract (AMC) of the installed system would be taken by the Contractor / Bidder.

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

- I. Creating awareness among community members through community mobilization activities and selection of individual beneficiary as per TERI guidelines.
- II. Procurement, supply and delivery of all components (hardware materials) of Grid connected Solar System for Brassware cluster at premises.
- III. Installation and commissioning of system at every designated site
- IV. Mobilization of minimum INR 1,30,000 per Unit for 04 kWp solar system and INR 1,62,500 per unit for 5 kWp solar system has to be collected as Cofunding amount from each brass cluster beneficiary through cheque / demand draft drawn in favour of TERI, and its onwards transmission to TERI. If the cost of equipment is more than Rs 2,00,000 for 4 kWp system and Rs 2,50,000 for 5 kWp system, then the additional cost above Rs. 2,00,000 for 4 kWp system and Rs 2,50,000 for 5 kWp system has to be collected from the beneficiary. (For example, if the cost of equipment is Rs 2,50,000 for 4 kWp system, then cofunding will be collected for of Rs 1,80,000 for 4 kWp system)
- V. On-site comprehensive warranty of the system (Grid connected Solar System for Toy cluster) for 5 (five) years from the date of installation.

Delivery

Delivery of materials: All the materials as specified in the purchase order should be delivered at the sites of installation within 6 (six) weeks. Transit insurance and storage insurance till the handing over of all materials will be within the scope of work. The Contractor / Bidder should provide the manufacturer's warranty on all components supplied.

Collection of co-funding amount

Once the beneficiary list is finalized, the co-funding amount, as mentioned above, needs to be collected from them individually and the same shall be deposited with TERI in an organized manner along with the list of beneficiaries.

The maximum time schedule for this activity should be 8 (eight) weeks from the date of purchase order

Delivery time for installation and commissioning: Installation should be completed within 10 (ten) weeks from the date of purchase order. The systems will be deemed commissioned only after successful trial run of the system for three (3) days from the date of installations. Warehousing and storage of all components will be in the scope of work of Contractor / Bidder till the commissioning of all systems as per the purchase order.

Bill of Materials

Table 6: Technical specification for Grid connected Solar System for Brassware Cluster

Bill of Materials

Mandatory to read all the terms and conditions before signing of the tender

ITEMS	Description & Specification	
Solar photo voltaic (SPV) array	Rated Capacity	4 kWp / 5 kWp
	Type of module	Mono or poly C-Si modules
	Rating of each module	Each of capacity not less than 335 Wp under STC
	NOTE	<ul style="list-style-type: none"> The PV modules must conform to the latest edition of any of the following IEC/ equivalent BIS standards for PV module design qualification and type approval: Crystalline Silicon Terrestrial PV modules IEC 61215/ IS14286 Thin Film Terrestrial PV modules IEC 61646 Concentrator PV Modules & Assemblies IEC 62108 In addition, the modules must conform to IEC 61730 Part 1- requirements for construction & Part 2 – requirements for testing and for safety qualification and PID test IEC 62804 for above 10 kW system. PV modules to be used in a highly corrosive atmosphere (coastal areas, etc.), therefore must qualify Salt Mist Corrosion Testing as per IEC 61701. The PV modules must be tested and approved by one of the IEC authorized test centers. Test certificates can be from any of the NABL/ BIS Accredited Testing/ Calibration Laboratories. The power output of the solar PV module must be reported under Standard Test Conditions (STC) at loading voltage of 16.4/32.8V. I-V curve of the sample module should be submitted to the TERI at the time of sample submission The open circuit voltage of the solar PV module under STC should be at least 21.0/42.0 Volts The terminal box on the module should have provision for opening for replacing the cable if required The module Junction box should be weather resistant and designed for long life outdoor operation in harsh environment. Warranty: PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

		<ul style="list-style-type: none"> Details of Certified BOM as per above mentioned standards to be provided IEC CB test report / UL Test report to be submitted for applicable IEC standard All the modules should contain the following clear and indelible marking laminated inside the glass as per IS/IEC 61730-1, i. Name, monogram or symbol of manufacturer; ii. Model number iii. Unique serial number iv. Nominal wattage $\pm 2\%$ v. Year and country of origin.
Module mounting structure & RCC array foundation base		<ul style="list-style-type: none"> The mounting structure shall be of galvanized metallic frame of M.S. Flat/Angle with corrosion free. In case of pole-mounted ground based structure, average height of solar panel above the ground level should be 8 feet with concrete grouting.
		<ul style="list-style-type: none"> The tilt angle should be in line with site requirements/latitude of the site. All nuts & bolts shall be with anti-theft provisions. The structure shall be designed to allow easy replacement of any module and shall be in line with site requirements; The array should be mounted in such a way that cleaning of each panel can be easily done by the concerned person. The legs assemble of the module mounting structures will be fixed and grouted properly.
Array & Main Junction Box	Type	<p>ABS/ Thermoplastics/Equivalent</p> <p>The size of current collecting terminal having 300V grade insulation for 4 kWp / 5 kWp SPV power plant</p>
	NOTE	<ul style="list-style-type: none"> Protection: IP 65 (for outdoor)/IP 21(for indoor) Copper bus bars/terminal blocks housed in the junction box should have suitable termination threads. It should also have earth terminal for earthing.
Power Conditioning Unit (with MPPT and Inverter)	Type:	<p>String inverter/s with MPPT can be used with each power plant.</p> <p>rating of inverter/s for each PV system shall be according to the technical design and system wattage (4 kW/ 5kW) with three phase (415 V-50 Hz). With Net metering / zero export device as per site requirement.</p>
		<p>The AC output voltage and frequency of the inverter must synchronize automatically to the exact AC voltage and frequency of the grid. Grid voltage shall be continuously monitored and in the event of voltage going below or above a preset value, the solar system shall be disconnected from the grid within the set time. Both over voltage and under voltage relays shall have adjustable voltage setting and time settings (0 to 5 seconds). The nominal AC voltage tracking range shall be +10%, - 15%, the nominal AC frequency tracking range shall be +1.5 Hz, - 3.5 Hz. The output power factor should be of suitable range to supply or sink reactive power.</p>

	NOTE	<ul style="list-style-type: none"> • Protections: short circuit, reverse flow, reverses polarity, over current, over voltage.
	Type and quantity	IS 16169 / IEC 62116 and other Certification from IEC/BIS for efficiency, safety and environment
	Efficiency	MPPT minimum 90% efficiency and Inverter minimum 90% efficiency (at full load 0.8PF)
	NOTE	<ul style="list-style-type: none"> • Net metering / Zero export device as per site requirement • Waveform : Pure Sine Wave • Harmonics: AC side total harmonic current distortion < 3% • Ripple: DC voltage ripple content shall be not more than 3%. • Losses: Maximum losses in stand-by mode: 10W • Casing Protection Levels : Should withstand temperatures from -10 to +60 degree Celsius and d withstand Humidity up to 85% • Short circuit, overload, surge current, over temperature, over/under voltage, over/under frequency, lightning, reactive power imbalance, reverse polarity • Tenser time: 10 mS Typical • Enclosure: Free standing, steel enclosure, IP 20 • Preference will be given to transformer less inverter
	<u>Protections</u>	<ul style="list-style-type: none"> • Both AC and DC lines will have suitable MCB/MCCB and user to allow safe start up and shut down of the system. • input & output isolation (automatic & manual)
	<u>Standards</u>	Power Conditioners/ Inverters should conform to IS 16169 / IEC 62116 and other Certification from IEC/BIS for efficiency, safety and environment
Battery bank	Battery rating:	Not Required
Net metering / zero export	A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following energy meters: i. Net meter: To record import and export units ii. Generation meter: To keep record for total generation of the plant. The installation of meters including CTs & PTs, wherever applicable, shall be carried out by the respective DisComs as per the terms, conditions and procedures laid down by the concerned SERCs/DISCOMs.	
Cables & Accessories	Sizes of cables between array interconnections, array to junction boxes, junction boxes to inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire power plant to the minimum. Cables should be of ISI standard with proper	

	<p>marking on the cable body. Cables must conform to the latest edition of following standards</p> <p>1. For DC side cable : 2 Pfg 1169/08.2007 OR EN 50618</p> <p>2. For AC side cable : IS 694</p> <p>The cables and accessories shall conform to the relevant national/ international Electrical Safety Standards. The following sizes of cables are recommended.</p>	
	Module Interconnecting cables 1C x 2.5 sq mm	
	<p>PV array to Junction box :</p> <p>1C x 4 sq. mm PVC insulated, sheathed, Terminals. Unarmored, copper</p>	
	<p>Junction box to PCU</p> <p>1C x 10 sq. mm PVC insulated, sheathed, Junction box unarmored, copper, black cable</p>	
	Inverter to ACDB: 4C x 10 sq. mm PVC insulated, sheathed, Terminals. Unarmored, copper,	
	Working voltage: Up to 1100 V; Test voltage -1000V/1.1kV	
	Temperature resistant: -15 °C to +70 °C; UV resistant for outdoor installation	
Earthing systems		<ul style="list-style-type: none"> The array structure of the PV yard will be grounded properly using adequate number of earthing kits. All metal casing / shielding of the plant shall be thoroughly grounded to ensure safety of the power plant. Earthing for all major equipment's and the power plant with 600 mm x 600 mm x 6 mm copper plate electrode. The Junction boxes should be equipped with input and output fuses to protect the PV module from short circuits. Array and Main JB's should have appropriate surge protection devices to protect the circuits from surges created due to lightning. Separate earthing system is required for inverter as well. Providing & fixing of earth bus with 25 mm x 6 mm tinned copper strip on wall having clearance of 6 mm from wall including providing drilled holes on bus bar complete with GI bolts, nuts, washers, spacing insulators etc. as required. Connecting, providing & fixing 25 mm x 6 mm tinned copper strip from earth electrode to earth bus bar complete as required. Complete earthing System for array made with GI pipe, 4.5 m long 40 mm diameter including accessories, and providing masonry enclosure with cast iron cover plate having locking arrangement, watering pipe using charcoal

		<p>or coke and salt as required. Necessary provision shall be made for bolted isolating joints of each earthing pit for periodic checking of earth resistance.</p> <ul style="list-style-type: none"> Supplying, fitting & fixing of earth bus in the Control Room & Battery Room with 25 mm x 5 mm tinned copper strip on suitable size porcelain base at a regular interval firmly fixed on wall surface including interconnection with Plate Earthing System for earthing of all Metallic Bodies.
Installation Accessories		As per site requirement
Product Warranty	PP items	Solar PV for 25years, PCU for 5 years, and other components/items 5 years.
On-site service warranty		<p>It shall include on-site servicing & replacement guarantee for parts and components (such as electronics, charge controller and PV modules) for 5 years from the date of installation.</p> <ul style="list-style-type: none"> All preventive maintenance and repair activities associated with the power plant. The on-site warranty would cover services provided including the quality of workmanship under warranty. Providing the maintenance service under the project to keep the station in good working conditions which shall also include the periodical, corrective, and remedial maintenance service. Periodical preventive maintenance services need to be provided at regular intervals. At least one preventive maintenance visit needs to be undertaken every six months and half-yearly report to be submitted. The complaints should be attended to within a maximum timeframe of 7 calendar days. Providing all normal tools and testing equipment's needed for maintenance of the station at its own cost. During the ensuing period, the repair works will have to be carried out at the location of the station except in exceptional circumstances where the equipment or any component may be required to be taken out for repair, for which specific written permission should be obtained from TERI. In such cases, standby arrangements are required to be made by vendor so that the system remains in functional state. All products have valid product warranty and hence on site repair and maintenance service needs to be provided after getting replenishment of spares from respective product manufacturer.

		<ul style="list-style-type: none"> • The payment towards the on-site warranty charges would be made on half yearly basis at the end of every six months on reimbursement basis. • If the Contractor / Bidder fail to attend the complaint within 7 calendar days, a penalty of 5% may be deducted from the gross amount of half yearly bill. An additional 10% penalty may be deducted for every week the complaint remains unattended / unrectified beyond the first week. • If the work of the Contractor / Bidder is found unsatisfactory or if the vendor dishonours the contract, TERI shall be entitled to terminate the contract and TERI's decision will be final and binding on the contract. In that case, the payment of last invoice amount will not be made. • Contractor / Bidder shall submit the bill along with the verification report of the local authority.
Training		<ul style="list-style-type: none"> • One training need to be provided; preferably one at the time of installation & commissioning. • Training materials to be provided to the trainees need to be approved by TERI.
Safety Precautions		<ul style="list-style-type: none"> • Tamper-proof seals to be provided for all equipment. • International safety regulations need to be followed and the same need to be shared with TERI.

The BoS items/components of the Grid connected solar system deployed must confirm to the latest edition of IEC/equivalent BIS.

PART -5 WARRANTIES AND MAINTENANCE

- The PV modules will be warranted for a minimum period of 10 years from the date of supply. (Output wattage should not be less than 90% at the end of 10 years). Undertaking required from the Vendor.
- The mechanical structures, electrical components and overall workmanship of the Grid connected Solar System for brassware Cluster must be warranted for a minimum of five years from the date of commissioning and handing over of the system.
- The Comprehensive Maintenance (within warranty period) shall be executed by the firm themselves or through the authorized dealer/ service center of the firm in the concerned district. It is mandatory for the Contractor/ Bidder to open an authorized service center in the concerned district before the supply/installation of the system.
- Necessary maintenance spares for five years trouble free operation shall also be supplied with the system.
- The Contractor/ Bidder shall be responsible to replace free of cost (including transportation and insurance expenses) to the purchaser whole or any part of supply which under normal and proper use become dysfunctional within one month of issue of any such complaint by the purchaser.
- The service personnel of the Successful Bidder will make routine quarterly maintenance visits.
- The maintenance shall include thorough testing and replacement of any damaged parts Apart from this any complaint registered/ service calls received / faults notified in the report should be attended to and the system should be repaired/ restored/ replaced within seven days.
- A separate Service and Maintenance manual shall be maintained with each system as per the format provided by TERI. The deputed personnel shall be in a position to check and test all the components regularly, so that preventive actions, if any, could be taken well in advance to save any equipment from damage. Any abnormal behavior of any component shall be brought to the notice of TERI for appropriate action.
- Normal and preventive maintenance of the Grid connected Solar System for Brassware Cluster such as cleaning of module surface, topping up of batteries, tightening of all electrical connections, also the duties of the deputed personnel during half-yearly maintenance visits.
- During operation and maintenance period of the Grid connected Solar System for Brassware Cluster, if there is any loss or damage of any component due to miss management/miss handling or due to any other reasons pertaining to the deputed personnel, whatsoever, the supplier shall be responsible for immediate replacement/rectification. The damaged component may be repaired or replaced by new component.
- Contractor/Bidder shall submit verified quarterly maintenance report regularly to TERI within 15 days of period ending six months. Failing which payment for such period will not be released or recommended.

Scope of AMC work

1. Bidder shall perform standard annual maintenance and augment the system as needed to meet performance guarantee in all aspects.
2. Bidder shall perform standard annual maintenance of solar system that would include wear, tear, overhauling, insurance, and replacement of defective cells, PCUs, spares, consumables and other parts installed.
3. Monitoring of solar system performance and supply of all technical, production/operation data and information and making it available as and when required.
4. Responsible to carry out routine and preventive maintenance and replacement of component/equipment of solar system in case of failure and bidder shall provide all labor, material, consumables etc. for routine and preventive maintenance at regular intervals. This will also include scheduled software maintenance, HVAC cleaning, battery container cleaning, low voltage side circuit breaker maintenance, fire suppression system maintenance etc.
5. Carryout maintenance activities as a result of sudden failure/breakdown of any particular component or equipment. Bidder shall be responsible to carry out breakdown maintenance of each and every component of Loom.
6. Visit to onsite on call basis to provide maintenance services within 12 hours of raising the complaint.
7. Emergency trouble shooting calls - within 12 Hrs including spare arrangements.
8. On site repairing/component replacement - within 7 days, however, system has to be in service utilizing the spares within 12 hours of the breakdown
9. Bidder shall maintain stock of mandatory spares required for warranty and AMC period for any emergency troubleshooting. In any case system should be in running condition within 12 hours of break-down.
10. Bidder shall keep one technically skilled person employed dedicatedly to sites as mentioned in the tender.
11. The vendor has to submit year-wise Comprehensive AMC cost for 5 years after completion of 1-year warranty period, however, the penalty on account of non-availability of the loom shall be calculated on monthly basis. The net balance (AMC contract annual price – penalty) will be released annually to the contractor. Frequency of payments shall be decided on mutual consensus at the time of final AMC contract.
12. Sub-Contracting: No sub-contracting of work in full or in part is allowed unless approved by TERI in writing.”

PART-6 TECHNICAL BID

For Grid connected Solar System

TENDER NO.: TERI/MAT/2022-23/010

Table 7: Descriptions of Grid-connected solar system for technical bid

Sl. No.	Description	To be Furnished by the Tenderer
A	Solar PV Module	
1	Type of Module	
2	Make	

Sl. No.	Description	To be Furnished by the Tenderer
3	Availability of RFID tag	
4	Capacity of solar module in Watt at STC	
5	Conversion efficiency	
6	No of cells per module	
7	Solar module efficiency (%)	
8	Solar module frame material	
9	Module dimension	
10	Module weight	
11	Certificate of testing conforming to IEC 61215 Edition II / BIS 14286 and other certificate	
B	Power containing Unit	
1	Make	
2	Type of charge controller	
3	Efficiency of charge controller	
4	Rectifier - capacity & efficiency	
5	Power transfer time from multiple power source	
6	Test certificate available (IEC Standards / NABL Accredited labs / BIS Standards)	
C	Module Mounting Structure	
1	Type of structure	
2	Material of structure	
3	Thickness of structure	
4	Wind speed carrying capacity	
D	Lighting Arrestor	
1.	Type of Lighting Arrestor and make	
2	Type of Earthing	
E	Earthing	

Sl. No.	Description	To be Furnished by the Tenderer
1	Type of Earthing, make and capacity	
2	No of earthing	
F	Connecting cables/wire	
1	Material and size	
2	Details of Switches	

(Signature of Bidder with seal)

PART-7 FINANCIAL BID

TENDER NO.: TERI/MAT/2022-23/010

Name of the Company / Firm / NGO: -----

Implementation (Beneficiary identification, supply, installation and maintenance, mobilization of co-funding and comprehensive onsite warranty for 5 years for the grid-connected solar system) of approximately 80 Nos Grid connected Solar System in the state of Uttar Pradesh at Moradabad etc.

Table: 8 Descriptions of **Grid connected Solar System** for financial bid for UP

Sl. No.	Item	HSN Code	Unit Rate (in Rs)		
			4 kW	5 kW	remark
1	Supply of Grid connected solar system as per technical specification at proposed sites with comprehensive warranty for 5 (five) years for solar systems Included Comprehensive maintenance charges for 5 (five) years for solar system				
2	Installation and commissioning				
4	GST for Sl 1				
5	GST for Sl 2				
7	Total GST				
	Net Amount (Rs.)				
A. Total Amount (in figures and words)					

NOTES:

1. Certified that rates quoted above are as per the requirement, specification, Terms & condition mentioned in the tender document.
2. The rates are inclusive of all taxes & duties, storage, transportation up to site, insurance, etc. and any other job required to properly execute the work.

(Signature of Bidder with seal)

To be submitted in Part-II in the financial bid.

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

Format 1: 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 – 110003

Subject: Offer in response to tender specification no.: TERI/MAT/2022-23/010

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 **supply, install, implement, and carry out five years comprehensive warranty maintenance of** Grid-connected solar system **for Brassware Cluster** in the given time period (supporting document in proof of capacity should be attached).

We confirm that, we are capable of identifying beneficiaries and can collect cofounding as per the requirement of the project.

We confirm that, all the terms and conditions of the tender have been read and understood carefully before filling up the tender.

The tender is submitted in two separate envelopes named Part-I for Technical Bid & Part-II for Financial Bid only.

(Signature of Bidder with seal)

Format 2: General Particulars of the Bidder

Sl. No.	Name of Bidder	
1.	Postal Address	
2.	Mobile no.	
3.	Telephone 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.	Anything/extra other than price of items (as mentioned in price Schedule) to be written 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 Government Deptt. /Undertaking/Private Company for undertaking any work?	
11.	Monthly supply capacity (attach supporting document)	
12.	Details of offer (please mention number of pages and number of drawings in the hard copy)	
13.	Reference of any other information attached by the tenderer (please mention no. of pages and no. of drawings)	

(Signature of Bidder with Seal)

Format 3: Declaration by the Bidder

(Regarding Tender No. TERI/MAT/2022-23/010)

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 I am fully aware of all the requirements of the tender document and agree with all provisions of the tender document.
- 2 I am capable of executing and completing the work as required in the tender.
- 3 I accept all risks and responsibilities directly or indirectly connected with the performance of the tender.
- 4 I have no collusion with other Bidders, any employee of TERI or with any other person or firm in the preparation of the bid.
- 5 I have not been influenced by any statement or promises of TERI or any of its employees, but only by the tender document.
- 6 I am financially solvent and sound to execute the work.
- 7 I am 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 I am 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 I have not been debarred / black listed on account of our past activity from similar type of work by TERI and or Government undertaking/Department/ Any other private company / Any other funding agency.
- 11 This price offer shall remain valid for acceptance for six months from the date of opening of financial bid of tender and tender terms and conditions will be valid till the time work is not completed.
- 12 I give the assurance to execute the tendered work as per specifications terms and conditions.
- 13 I confirm the capability to supply, install, and carryout five years comprehensive warranty maintenance of approximately 60 numbers of Grid-connected solar system for Brassware Cluster within the time schedule mentioned in the tender document and also the capability to mobilize the co-funding amount as per Scope of Work, point IV) from each beneficiary.
- 14 I confirm having the capability for environment sound battery waste management.
- 15 I confirm that none of my family member are working with TERI

Or

I hereby declare that following employees of TERI are my family members (whatever applicable):

(a)...

(b).....

(Signature of Bidder with seal)

Format 4: Price fall clause

To,

The Energy and Resources Institute,
Darbari Seth Block,
India Habitat Centre, Lodhi Road
New Delhi -110003

Subject: Price fall clause against Tender No. - TERI/MAT/202022-23/010 dated 25/05/2023

Dear Sir / Madam,

With reference to the tender no. TERI/MAT/2022-23/010 dated 25/05/2023, it is hereby confirmed that the price quoted by _____ (Name of the Bidder) for the supplies of Grid-connected solar system, 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 Bidder) has not supplied any Grid-connected solar system for Brassware Cluster with services, having the same specification, as mentioned in the above tender, to any government agency / departments.

Thanking you,

(Bidder Name with Stamp)

Authorized Signatory

Format 5: Format for Earnest Money Deposit (EMD)

To,

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

Subject: Submission of EMD against Tender No. - TERI/MAT/2022-23/010 dated 25/05/2023

Dear Sir / Madam,

With reference to tender no. TERI/MAT/2022-23/010 dated 25/05/2023, M/s.....
(Here In after called the "Bidder") having its Registered Office at
....., hereby enclose the Demand draft for Earnest Money Deposit (EMD)
of Rest(in words) in the
shape of demand draft No dated issued by
(Name of the Bank and branch) drawn in favor of The Energy and Resources Institute, New Delhi payable
at New Delhi.

Thanking you,

(Bidder Name with Stamp)

Authorized Signatory

Format 6: Performance Bank Guarantee

BG NO:

DATED:

VALID UPTO:

With reference to tender no. TERI/MAT/2022-23/010 dated 25/05/2023, M/s..... (Herein after called the "Bidder") having its Registered Office at hereby furnish an undertaking from the Bank in lieu of the performance bank guarantee .

We ----- (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the bidder and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the TERI forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the bidder, all sums payable by the bidder as and by way of performance bank guarantee , up-to an aggregate limit of Rest. _____ /- (Rupees _____)

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by TERI on the Bank until the Company discharges this Guarantee/Undertaking subject, however, that TERI shall have no claims under this Guarantee/Undertaking after the midnight of _____ or any written extension(s) thereof.

PROVIDED that if the aforesaid work awarded for or any part thereof shall be awarded to the Work Awarded on or before the said date, whether on the basis of accompanying work order or any other basis, then the validity of this guarantee/undertaking shall stand extended based on the request letter of TERI for all claims and demands made by TERI for further three months.

2. TERI shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/ Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by TERI against the Bidder and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Work Order and/ or any contract consequent upon any award of work or the securities available to TERI or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by TERI of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.
3. It shall not be necessary for TERI to proceed against the bidder before proceeding against the Bank and the Guarantee/ Undertaking herein contained shall be enforceable against the Bank and the Guarantee/ Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the Company and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by TERI in any demand, claim or notice made with reference to this guarantee shall as between the Bank and TERI for the purpose of these presents is conclusive of the amount payable by the Bank to TERI hereunder.
5. The liability of the Bank to TERI under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the bidder and TERI, the bidder and the Bank and/or the Bank and TERI or otherwise howsoever touching these Presents or the liability of the bidder to TERI, and notwithstanding the existence of any instructions or purported instructions by the bidder or any other person to the Bank not to pay or for any cause withhold or defer payment to TERI under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to TERI in terms thereof.
6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the bidder or any change in the legal constitution of the Bank or TERI.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by TERI to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
8. Notwithstanding anything contained herein:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed **Rs. _____/- (Rupees _____)**
 - (ii) This guarantee/undertaking shall remain in force up-to _____ years
 - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or, the date of expiry of any extension(s) thereof if this guarantee/ undertaking has been extended.

The Bank doth hereby declare that the **Manager** who is authorized to sign this Guarantee /Undertaking on behalf of the Bank and to bind the Bank thereby.

This _____ day of _____ **2023**

Yours faithfully

Signature: _____

Name & Designation: _____

Name of the Branch: _____

Format 7: Format for Power of Attorney

(To be on non-judicial stamp paper of INR 100 as per Stamp Act relevant to place of execution.)

(a) Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority. Know all men by these presents, we..... (Name and address of the registered office of the bidding Company as applicable) do hereby constitute, appoint and authorize Mr. /Ms.

..... (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the Tender No TERI/MAT/2022-23/010 dated 25/05/2023 issued by The Energy and Resources Institute, New Delhi (hereinafter referred to as "TERI") including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the TERI may require us to submit. The aforesaid Attorney is further authorized for making representations to the TERI and providing information / responses to TERI representing us in all matters before TERI and generally dealing with TERI in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender. We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the tender.

Signed by the within named

..... (Insert the name of the executant company) through the hand of

Mr.

Duly authorized by the Board to issue such Power of Attorney

Dated this day of Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. (Signature)

Name.....

Designation.....

2. (Signature)

Name.....

Designation..... **Notes:**

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

In the event, power of attorney has been executed outside India, the same need to be duly notarized by a notary public of the jurisdiction where it is executed.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder

Format 8: Format for experience letter

(To be submitted on the letterhead of Bidding Company)

To,

The Energy and Resources Institute (TERI),
6-C, Darbari Seth Block, India Habitat Center Complex, Lodhi Road,
New Delhi – 110 003, Delhi, India
Phone: 011 2468 2100
Fax: (+91 11) 2468 2144, 2468 2145

Dear Sir,

Sub: Tender for Implementation (Beneficiary identification, co-funding mobilization, supply, installation, and maintenance) of approximately 80 numbers of Grid-connected solar system in the brassware cluster in Uttar Pradesh (Moradabad.).

Ref: TERI/MAT/2022-23/010 dated 25/05/2023

We submit our Bid/Bids for the total quantity of _____ nos. in Project for which details of our Qualification Requirements are as below.

Experience of design, engineering, supply, civil work, erection, testing and commissioning of solar projects:

S.No	Name and Location of the Project	Client	Size of Project (kWh)	Date of Completion	Completion Certificate/ Work Order (as annexure of this format)
					Yes/No

Yours faithfully

Signature and stamp (on each page) of Authorized Signatory* of Bidding

Company Name:

Date:

Place:

Format 9: CA Certificate for Audited Statement

To whomsoever it may concern,

Ref: TERI/MAT/2022-23/010 dated 25/05/2023

Name of Bidder	Financial year	Year of Incorporation	Annual Turnover (in Crore)

Signature and Stamp of Chartered Accountant / Statutory Auditor of Company

Name:

Date:

Place: