

Tender for rejuvenation of ponds in Rewari, Haryana

TERI/MAT/2021-22/002

Tender Date: 20-01-2022

Due Date for Submission of Bids: 31-01-2022

The Energy and Resources Institute (TERI)

6-C, Darbari Seth Block

IHC Complex, Lodhi Road

New Delhi – 110003, Delhi, India

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

Tender Notice

The Energy and Resources Institute (TERI)
6-C, Darbari Seth Block, India Habitat Centre,
Lodhi Road, New Delhi – 110003, Delhi, India

Part 1: General Information

TERI invites Bids from Prospective Bidder through tendering for **rejuvenation of pond** in Rewari Haryana, 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	Infrastructure for rejuvenation of ponds for Community in Rewari, Haryana	<u>TERI/MAT/2021-22/002</u>	As mentioned	2,000.00	6,25,000.00

****Bidder has to submit single EMD in the form of demand draft**

The tender document is available on TERI's, website: <http://www.teriin.org/Announcements/> from January 20, 2022. Interested bidders may view/ download the Bid document, seek clarification, and submit their Bid up to the date and time mentioned in the table 2.

Table 2: Schedule of activities

Sl No.	Milestone	Date and Time (dd-mm-yyyy; hh:mm)
1	Release of tender	20.01.2022
2	Last date for submission of written questions by bidders	25.01.2022; 16:00 Hrs
3	Response to the queries by TERI	28.01.2022; 16:00 Hrs
4	Last date for submission of technical bid and financial bid response	31.01.2022; 11:00 hrs
5	Opening of technical bid	31.01.2022; 14:00 hrs
6	Shortlisted firms on the basis of technical evaluation	01.02.2022; 11:00hrs
7	Financial bid opening of only of technically qualified bidders	01.02.2022; 15:00 Hrs
8	Finalization of Bidder	Intimation to be given only to finalized Bidder(s)
9	Venue of opening of technical and financial details	The Energy and Resources Institute, 6C, Darbari Seth Block, India Habitat Centre, Lodhi Road, New Delhi – 110 003
10	Project Timeframe	By 21.03.2022

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 earnest money deposit but they have submit the Original Notarized copy of MSME registration. MSME bidders shall be manufacturers of indented items to claim MSE 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

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thereof. The decision of TERE will be final and binding **on all matters with respect to this tender.**

(Head-Materials)

TERE

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

S. 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 Earnest money (Demand Draft no., Date, Amount and bank name)	
3	Annexure I (c)	General Particulars of the bidder as per tender document	
4	Annexure I (d)	Declaration by the bidder as per tender document	
5	Annexure II	A copy of valid GST registration certificate and PAN	
6	Annexure III	Overall Average Annual Turnover of the Company/ Firm/ Corporation -- in the latest last three financial years (A summarized sheet of turnover of last three Financial Years certified by a registered CA) along with the latest balance sheet	
7	Annexure IV	A summarized sheet of cumulative experience, of past five years in successfully construction of civil project along-with Work Order (WO) /and completion certificates from Central / State Government Agencies / PSU/ Private Firms*	
8	Annexure V	(i) An undertaking that the service center/ office are/ would be operational. The details/declaration of service center / office should be submitted with technical bid. (ii) An undertaking by the bidder, that no child labour will be used.	
9	Annexure VI	Duly filled and signed technical bid and technical specifications	

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

*Bidder's experience should be in supply, construction /commissioning (contracts executed, completed and handed over) in civil construction sector

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 annexures and their flags should be in proper order.

(Signature of Bidder with seal)

Table 4: Particulars of Tender

1	Tender No.	<u>TERI/MAT/2020-21/002</u>
2	Particulars of Work	Water conservation through pond rejuvenation of two village pond in the rural location of Rewari (NCR), Haryana
3	Last date and time of submission of tender documents	31.01.2022; 11:00 hrs
4	Period of validity of rates for acceptance	04 months from opening of financial bid
5	Date and time of opening of tender (Technical bid)	31.01.2022; IST 14:00 Hrs
6	Date and time of opening of tender (Financial bid)	01.02.2022; IST 11:00 Hrs
7	Venue for opening of financial bids/ Pre-bid meeting	The Energy and Resources Institute (TERI), 6-C, Darbari Seth Block, India Habitat Centre, Lodhi Road, New Delhi – 110 003, Delhi, India

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 the bid-opening, at the venue; date and time as mentioned in the above Table.

(Signature of Bidder with Seal)

Part 2: Instruction to bidders

Section 1: Contents of 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.

A. Technical Bid

i. Tender Notice

- Tender Notice
- Covering Letter
- Checklist of Annexures
- Particulars of Tender
- General Particulars of Bidder
- Declaration by Bidder

ii. Instruction to Bidders

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

iii. General Condition of Contract

iv. Technical details

- Scope of Work
- Drawing and Specifications

B. Financial Bid

- To be submitted as per the format

C. Formats & Annexures

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 bid.

1.2 LOCAL CONDITIONS

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

1.2.1.1 Bidders eligible for bidding: Bidding is open to bidders having office(s) in Employer's (TERI) country.

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 the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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 shall be written in English language.

1.3 Clarification:

A prospective Bidder requiring any clarification of the Tender Documents may contact TERI in writing or via email only at TERI's mailing address indicated in the invitation for tender.

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

Technical queries: Mr. Shailendra Kumar Tripathi, Field Manager, Water Division, TERI

E-mail: stripati@teri.res.in

Tender related queries: Ms. Trisha Naangia, Manager (Materials), TERI

E-mail: trisha.sharma@teri.res.in

1.4 AMENDMENT OF TENDER DOCUMENTS

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

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

1.5 DISCLAIMER

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- I. 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.
- II. 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.
- III. 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.
- IV. 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

All completed tenders received will be evaluated by a panel comprising of experts from “The Energy Resources Institute (TERI)”, though they may seek information from respective bidders where ever they consider that necessary.

1. Minimum Eligibility Conditions:

- i. The bidder should be a registered/ incorporated construction company.
- ii. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practice. In this regard an undertaking (self-certificates) has to be provided that the bidder has not been blacklisted/ debarred by any central/state government or any other institution
- iii. The bidder should have minimum five years of experience in executing contract of construction of WASH infrastructure (Toilet, Drinking water etc.)/Buildings/ponds etc. (viz. supplied/commissioned/running) across the India/globe. Purchase Order/ Completion Certificate of past five years should be enclosed.
- iv. The Bidder should have valid GST and PAN registration certificate. A copy of which should be enclosed.
- v. **Overall Average Annual Turnover of the Company/ Firm/ Corporation in the last three financial years(FY 2018-19, 2019-20 & 2020-21) should be at least INR 1 Crore (one crore).** This must be the individual Company /Firm/ Corporation turnover and not that of any group of Company/ Firm/ Corporation. A summarized sheet of average cumulative turnover certified by registered CA should be compulsorily enclosed along with corresponding balance sheets.
- vi. .
- vii. Consortium/ Joint Venture of the firms as partners is not allowed.

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 70% (Seventy percent) Points in 'technical evaluation'. The 'Points' for the 'technical evaluation' shall be assigned as under:

Table 5: Detailed technical evaluation criteria and scheme of evaluation

Sr. No.	Criteria for Single Bidder	Point/Marks
1	CPWD/ PWD/ PHED/ZP registered companies/firms	10
2	Cumulative Experience* of the Bidder in executing contracts of toilets/buildings/ponds work project in association with Government agencies/multilateral /bilateral agency/CSR projects of PSUs, Corporates Minimum two years More than two years	5 10
3	Value of a ' Single Order ' * of toilets/ buildings /ponds executed by the Bidder : <ul style="list-style-type: none"> • Valued up to Rs 1 crore • Valued more than Rs 1 crore 	5 10
4	The bidder has technical capability, minimum workers strength (eg. masons, labours and technical staffs) Detailed BOQ as per Scope of Work is required to be provided along with methodology. (Pls. refer attached drawing)	20

Note: In case of same score obtained, highest technical score obtained will be given preference.

Section 3: Preparation of tender

3.1 LANGUAGE OF BID AND MEASURE

3.1.1 All the tender related documents exchanged between Bidder and TERI shall be written in English language 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 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 has been employed and work has been carried out keeping in mind the health Hazards.
- n) All COVID 19 guidelines of State and Central Government must be followed.

3.3 PRICE BID

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, GST, 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 NCT of Delhi in this regard. All compliances (State/Central/Local - GST / WCT/ 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. Any variation and introduction of any new taxes, duties, and statutory levies will only be accepted by TERI. ESI/PF has to be borne by the contractor.

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

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 PERFORMANCE BANK GUARANTEE (PBG):

The successful Bidders, who execute the agreement with TERI for the work, shall have to furnish a security amount equivalent to 5% of contract price in the form of Performance Bank Guarantee (PBG – as per format no 4) valid for a period of 12 months from the date of execution of agreement. The bank guarantee may be issued by a nationalized 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 offered should be 4 (four) 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 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 INR 6,25,000/- in the form of demand draft issued by a nationalized bank. The details of the same to be furnished by the bidder as per format no. 5.

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 Deposit (EMD) to the Bidders and the EMD will be released after the finalization of tender

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

a) If a bidder withdraws its tender during the period of validity of price bid 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% (Five percent) of contract price as performance bank guarantee.

3.8 Format and Signing of Tender

3.8.1 The bid must contain the name and places of business of the persons making the tender and must be signed and sealed by the Bidder with the usual signature of the authorized signatory. The name and designations of all persons signing should be typed or printed below the signature.

- 3.8.2 Tender by Corporation/ Company/ Firm must be signed with the legal name of the Corporation/ Company/ Firm by the 'President', Managing director or by the 'Secretary' or other designation or a person duly authorized.
- 3.8.3 The original copy of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized 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

3.10.1 Process to be Confidential:

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer'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 examination, evaluation and comparison of Bids, the Employer 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 Employer 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, Employer will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the goods offered. 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 the Employer and/or the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

(Signature of Bidder with seal)

Section 4: Submission of tender

- 4.1 **Submission of tender:** The bid shall be submitted as per the guidelines given in the tender document.
- 4.1.1 The tender must be completed in all technical and commercial respect and should contain requisite certificates, drawings, informative literature, etc., as required in the specification.
- 4.1.2 **Technical and financial 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, technical specification, brochure literature, other required documents 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 for a period of 01 (One) year from the date of commissioning and handing over of the system 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 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents. All rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.4 **Modifications and Withdrawal of Bids:**
- The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

4.5 **Documents Comprising the Bid:**

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

The Manager (Materials)
The Energy and Resources Institute (TERI)
6-C, Darbari Seth Block,
IHC Complex, Lodhi Road, New Delhi – 110003, Delhi, India

4.6 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)

Section 5: Tender opening and evaluation

5.1 Opening and Evaluation 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 Bidders, 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 Bidders shall be opened whose first part (Part-I) shall be found technically suitable.

Clarification of Tender

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

(Signature of bidder with seal)

Section 6: Procedure for finalization of Bid

6.0 The Procedure for Finalization of Bid would be as follows:

6.1 Finalization of Bid:

- The bidders shall submit bids for the construction as allowed for each category as mentioned in Table-6: The most suitable technology/technique during evaluation will be selected by TERI. **TERI's decision in this regard shall be final and binding.** Bids other than aforementioned suitable technology will be discarded and evaluation will be done among bids under same technology.
- First the Technical bids shall be opened and evaluated. Technical bids will be evaluated as per table- 5. The bidders scoring at least seventy percent marks of the maximum technical score will be considered technically qualified.
- Then the price bid of technically qualified bidders shall be opened.

6.2 Finalization of Empanelment:

First the Technical Bids shall be opened, evaluated and list will be prepared Then the price of only technically qualified parties shall be opened.

- If the L-1 quote is more than 5% estimated value, then TERI reserves the right to negotiate with (lowest) L-1 bidder before finalization of the tender.
- L-1 i.e., lowest rate Bidder will be awarded up to 60% of the total value quantity or as per their capacity given in the tender document, whichever is lower.
- Approved lowest rate would be offered to those lowest Bidders (i.e. L-2, L-3, and so on) having quoted a price not more than 10% of lowest approved rates (L-1) and they will be empanelled and awarded equally remaining 40% of total tender quantity or as per his capacity given in the bid, whichever is lower.
- Incase no Bidder matches L1 rate then the entire contract will be given to lowest bidder.
- TERI will assign project sites to the shortlisted contractor/bidders/suppliers as and when project sites/villages are ready for construction tender. A cluster/block based approach would be followed depending on field conditions. After tender, order placed, should be executed within the time schedule stipulated in tender order. In case of delay (for any reason other than due to Force Majeure conditions or any extension thereof granted to him by TERI) a penalty equal to 1.0% of the price of the unperformed services for each week (For the purposes of calculation of delay, part of

week shall be treated as week) of delay until actual performance up to a maximum deduction of 10% of the delayed services.

6.3 TERI reserves the right to accept any bid and to reject any or all bids.

6.4 **Notification of awarding the contract:**

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

6.4.2 From the time of Bid submission to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should be done in writing.

6.4.3 Any effort by a Bidder to influence the Employer and/or in the Employer's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

6.5 **Contract**

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

(Signature of Bidder with Seal)

Part 3: General conditions of contract

- 1.0 TERI shall select the successful Bidder (s) on the basis of techno commercial after verifying their capacity. The Project shall be executed by TERI. The successful Bidder(s) shall have to sign the contract with TERI.
- 1.1 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:

- 1.2 'TERI' shall mean the Director-General of TERI or his representative and shall also include its successors in interest and assignees. The 'Contractor' shall mean (successful bidder), i.e., the person whose tender has been accepted by TERI and shall include his legal representatives and successors in interest.
- 1.3 The agreement shall be on turn-key basis. The work shall be completed within stipulated time from the date of placement of work order. However 'TERI' may in case of urgency ask the bidder to complete the work earlier, with the mutual consent of the Contractor/ Bidder. In case the Contractor/Bidder fails to execute the said work within stipulated time, 'TERI' will be at liberty to get the work executed from the open market without calling any tender/e-tender and without any notice to the Contractor/Bidder, at the risk and cost of the Contractor/Bidder. Any additional cost incurred by 'TERI' shall be recovered from the Contractor/ Bidder. If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor/Bidder, and the Contractor/Bidder fails to make good the additional cost, 'TERI' may recover it from the Contractor/Bidders' pending claims against any work in 'TERI' or in any lawful manner.
- 1.4 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 shall be 2 months on the same terms and conditions as contained in this agreement.
- 1.5 The agreement shall be deemed to be extended till the date of completion of last work order subject to the completion period.
- 1.6 The Contractor, (i.e., the successful bidder), may be allowed to operate at Haryana through a single authorized dealer for execution of the orders placed on authorized dealer. It will be the sole responsibility of the Contractor, to

F/MAT/08

execute orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the tender document and as per agreement.

- 1.7 In the interest of the work and the programme, agreement executed between the Contractor/Bidder and 'TERI' may be extended to a mutually agreed period, if the need so arises. 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 intimate the Contractor/Bidder by notice in writing at any time to either stop the work all together or reduce or cut it down. If the work is stopped all together, the Contractor/ Bidder will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by 'TERI', whose decision shall be final and binding on the contractor/ bidder. If the work is cut down, the Contractor/Bidder will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

10 **Inspection and Tests**

10.1 The following inspection procedures and tests are required by 'TERI' in the presence of TERI's representative if so desired by 'TERI'.

10.2 '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 'TERI' required.

10.3 Inspection at Works:

10.3.1 '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.

10.3.2 The Contractor/ Bidder shall give 'TERI' a written notice of 15-days before delivery 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.

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

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

10.3.5 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 or samples, 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.

12. Construction quality: In addition to the specification, drawing as already provided, the contractor/bidder shall guarantee satisfactory construction quality performance of the tender and shall be responsible for the period or up

to the date hereof after the tender has been accepted by 'TERI' to the extent for any defects that may develop such defects shall be removed at their own cost when called upon to do so by 'TERI'.

13. The contractor/Bidder shall not display the photographs of the tender and not take advantage through publicity of the tender 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).
14. Notice statement and other communication sent by 'TERI' through registered post or telegram or fax or email to the contractor/bidder at its specified addresses shall be deemed to have been delivered to the contractor/bidder.
15. Any work which is not covered under this contract but is essential required for the completion of job (to the satisfaction of TERI) shall be carried out by the Contractor as extra item or which payment shall be made separately at the rates decided by TERI.
16. 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 employer, well in advance. Work carried out without TERI's approval shall not be accepted and the employer shall have right to get it removed and to recover the cost so incurred from the Contractor/Bidder.
17. The contractor/ bidder shall inform the 'TERI' of the number of units to be constructed, awareness programs conducted, date of each shipment from his tenders, and the expected date of arrival at the site for the information of the 'TERI' project offices at least seven days in advance
18. **Demurrage**
All demurrage, and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor/bidder.
19. **Transportation**

The Contractor/Bidder is required under the contract to deliver the goods to the site. E-way bill to be facilitated and arranged by the bidder.
20. **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'.

21. 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 employer's convenience in the interest of 'TERI'.

22. Applicable Law

The contractor/bidder shall be interpreted in accordance with the laws of India under Delhi jurisdiction.

23. Notice

23.1 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.

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

24 Corrupt or Fraudulent Practices

24.1 The Employer requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Employer 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 the Employer, 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 the Employer of the benefits of free and open competition.

24.2 Will reject a proposal forward if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;

24.3 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.

25. Others:

25.1. The Contractor/ Bidder in consultation with concerned Project Officer of 'TERI' will engage community, focusing on main features, operation, usage and maintenance of the units.

25.2 After successful construction units and training relate to the units will be handed over to the person designated by the TERI.

25.3 It shall be the sole responsibility of the contractor/Bidder to get verified the quality and quantity of work.

26. Payments:

The payments shall be made as per the following terms and conditions:

(a) 20% payment of the purchase order will be made after submission of inception report, material and labour mobilization at site within 10 days from award of contract. Inception report would include detailed BOQ and work execution plan based on site condition. Photographs of material, labour mobilized along with certification by concerned TERI official.

(b) 70% payment after completion of 50% of work for ponds earth work with submission of documents, Invoice, progress report, photographs with certification of concerned TERI official as proof of delivery

(c) 10% payment of the ordered value after completion of full and final work. Construction and handover certificate (as prescribed), counter-signed by User/Concerned TERI Representative.

(d) (i). All reports should be stamped and signed by the authorized representative of the contractor / bidder

(ii). Invoice of construction and commissioning as per purchase order.

(iii). All the payment shall be released from TERI Head Office, New Delhi on submission of requisite documents

Note:

1. For the prompt execution of the project, TERI may choose more than one Contractor / Bidder for carrying out the project.

2. Non-tearable Logo (TERI, & Sponsor) pasting has to be done on each Unit.

27. In case of any ambiguity in interpretation of any of the provisions of the tender, the decision of 'TERI' shall be final.
28. Compliance: All compliances (State/ Central/ Local /GST/ WCT/ ESI/ PF/ Labour law, etc., is to be met by the Contractor / Bidder) and the same is to be produced by the vendor at the time of payment.
29. AGE LIMIT: Supplier should not employ the Labourers 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:
30. 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: Technical Details

Tender for Setting of WASH infrastructure in schools and rejuvenation of pond

Table 6: Work detail

S.No.	Item Details	Quantity
1	Rejuvenation of Ponds	2 nos.

Description: The tender document is for undertaking the above project for the various activities mentioned in the tender as per drawing and design.

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

- Rejuvenation of two village ponds at Rewari villages as per drawing.

Name of Villages

- Kasola – 1 Pond rejuvenation
- Lodhana – 1 Pond rejuvenation

Delivery

Completion time for construction and community engagement: Construction should be completed within the time specified (21st March 2022 for all the activities). Warehousing and storage of all materials will be in the scope of bidder till the commissioning of all units as per the purchase order

Part 5: Technical Details

For WASH infrastructure and Pond rejuvenation

TENDER NO.:TERI/MAT/2021-22/002

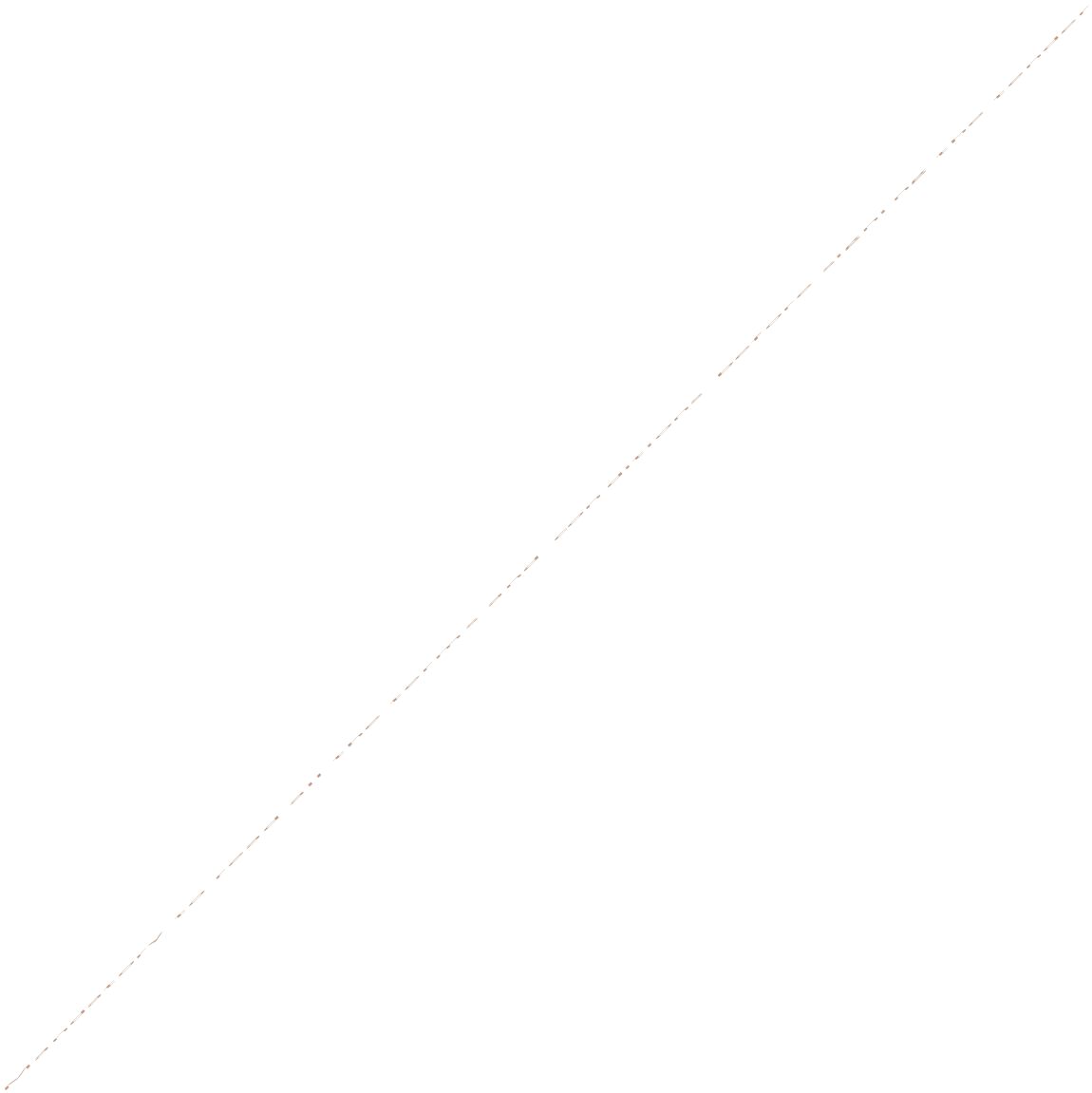
Details of Water Conservation Activity

Table 7: *Rejuvenation of village Ponds*

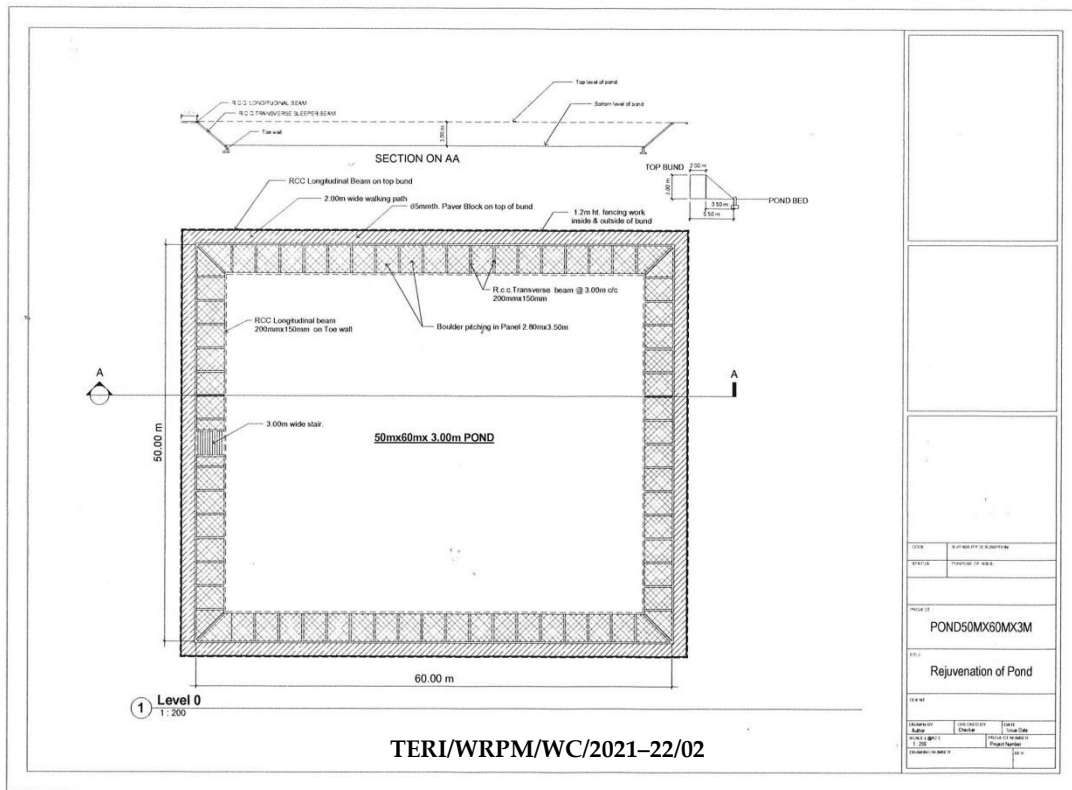
Sl. no	Description of Item including all materials, Labour and T&P etc. (Complete work)
1	Dewatering, cleaning, survey and Layout
2	Earth work in excavation in ordinary soil/hard soil by mechanical means (Hydraulic excavator)/manual means over areas (up to 3 m in depth) including getting out and disposal of excavated earth lead up to 250 m and lift up to 3 m
3	Earth work in excavation in foundation including Toe wall, Hume pipe line, silt chamber, drain and stair etc.
4	Supplying and Laying (properly as per design and drawing) rip rap with good quality of boulders duly packed including the cost of materials, royalty all taxes etc. including carriage all complete as per specification and direction of E/I.
5	PCC(1:4:8) including supply of materials, laying, centering and shuttering etc. in silt chamber bed, drain bed and stair etc.
6	Brick work with CM(1:6) in steps of pond, drain along with stair, silt chambers etc.
7	RCC (1:1.5:3) includes supply, laying, centering and shuttering. Complete work in Longitudinal beams on top of bund, Transverse sleeper Beam on slopes, Waist Slab of Stairs and silt chamber cover etc.
8	Supply of reinforcement steel TMT-500 including cutting, bending, placing and binding. Lap length and wastage in Longitudinal bar in beam (2nos.) with Binding bar @300mm c/c, Main bar in Waist Slab of Stairs @150mmc/c, and Binding bar @200mm c/c, in chamber cover Main bar @125mmc/c & Binder bar @125mmc/c etc.
9	Cement plaster with CM(1:6) in drain along stair, silt chambers etc.
10	Supply, laying, jointing of 150 mtrs. RCC Hume pipe- 450 mm diameter, Class-NP2 for inlet
11	Supply and fixing of precast cement pavers of 65mm thick on the top of earthen bund Includes filling of joints etc. Complete work. (Area about 520 sqm.)
12	Plantation of locally available grass (625 sqm.) and tree plantation (100 nos.) including supply, plantation and watering.
13	Fencing work with RCC pillars /Iron square Hollow section and G.I wire-mesh on the periphery of the bund & Pond area
14	Supply and fitting of Iron gates for safety
15	Supply and fitting of 4 nos. Integrated Solar Light System with 30 watt two in one lithium battery with 75 watt.
16	Painting on gates, RCC/Iron pillars and branding etc.

Material Specifications

Sl. N	Items	Indicative Make
1	Cement	ACC/ Ultratech /Birla OPC
2	Submersible Pumps	Kirloskar/Crompton Greaves/CRI
3	UPVC Pipe	Prince SDR11/ Plasto/Vectos/Supreme/TRUFL/ Aashirwad/ Finolex etc.
4	Water Cooler	Good quality water coolers with 2 taps. (40 Ltr./hour Usha Company) or best Available in local Market
5	Paints	Asian/ Berger
6	Tiles	Kajaria/Nitco/Johnson or best available in local market
7	Bricks	First Class Available in local Market
8	Stone	Kota
9	Sand & Grit	Available in local Market
10	Stone Boulders	Available in local Market
11	PVC water tank	Sintex/Plasto/ Vectos etc. or best Available in local Market
12	RO	<ul style="list-style-type: none"> i. Multigrade filter ii. Activated carbon filter iii. Antiscalent dosing system iv. R.O. system 200LPH
13	Electric wire etc.	ISI (Havells, RR, Finolex etc.)



Tentative Plan of Proposed Pond Rejuvenation under Water Conservation Activity



ender

The bidders are requested to provide additional information as required in order to showcase the technology suitability as per the mentioned applications under all the three categories.

Mandatory to read all the terms and conditions of the tender.

(Signature of Bidder with seal)

Part 6: Financial Bid

TENDER NO.: TERI/MAT/2021-22/002

Name of the Firm: -----

Price Bid for setting of rejuvenation of pond in Rewari, Haryana

Table 9: Price Schedule

S. No.	Item Details	Quantity	HSN Code	Rate per unit	GST	Total amount INR
1	Rejuvenation of Ponds	2				
Total amount in INR						
GST @..... in INR						
Grand Total in INR						
Grand Total in Words:						

NOTES:

1. Certified that rates quoted above are as per the requirement, specification terms & conditions 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.

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

(Signature of Bidder with seal)

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

Format 1: Covering Letter

From:

(Full name and address of the Bidder)

.....

.....

To:

Head (Materials)

The Energy and Resources Institute (TERI)
6-C, Darbari Seth Block, India Habitat Centre
Lodhi Road, New Delhi – 110003, Delhi, India

Subject: Offer in response to tender specification no.: TERI/MAT/2021-22/002

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 for the _____ for the given time period (supporting documents in proof of capacity should be attached)

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. Both the envelopes should be put into one bigger envelop super scribed 'Complete bid'

(Signature of Bidder with seal)

Format 2: General Particulars of the Bidder

Sl. No.	Name of Bidder	
1.	Name of the Company	
2.	Registered Office Address	
3.	Year of Incorporation	
4.	Postal Address	
5.	Mobile number	
6.	Telephone, Telex, Fax Number	
7.	E-mail address	
8.	Website	
9.	PAN number (enclose a copy)	
10.	Name, designation, and mobile phone no. of the representative of the Bidder to whom all references shall be made	
11.	Anything/extra other than price of items (as mentioned in price Schedule) to be written in the price schedule	
12.	Have the Bidder to pay arrears of income tax? If yes up to what amount?	
13.	Have the Bidder ever been debarred by any Government Dept. /Undertaking/Private Company for undertaking any work?	
14.	Details of offer (please mention number of pages and number of drawings in the hard copy)	
15.	Reference of any other information attached by the tenderer (please mention no. of pages and no. of drawings)	
16.	Number of full-time technical / professional staff in the Company having experience in Civil / Engineering sector	

(Signature of Bidder with Seal)

Format 3: DECLARATION BY THE BIDDER

(Regarding Tender No. TERI/MAT/2021-22/002)

I/ We _____ (herein after 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 their past activity from similar type of work by TERI and or Government undertaking/Department/ Any other private company.
11. This price offer shall remain valid for acceptance for 6 (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 and terms and conditions.
13. I confirm the capability for _____ **identified locations and capacities as per the tender specifications.**
14. I confirm that none of my family members are working with TERI

Or,

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

(a)...

(b).....

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

Format 4: 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/2020-21/002

Dear Sir / Madam,

With reference to tender no. TERI/MAT/2020-21/002 dated _____ M/s.
(here in after called the "Bidder") having its Registered Office at
....., Enclosed
Demand draft for Earnest Money Deposit (EMD) of Rs
.....
..... 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 5: (F/MAT/10): Performance Bank Guarantee

BG NO:

DATED:

VALID UPTO:

In consideration of the _____ (hereinafter called "the Company" which expression shall include its successors and assigns), _____ having agreed inter alia to consider as "Consultant" for providing services to TERI to add value by delivering and ensuring _____ for the _____ the Consultant of M/s. _____ (hereinafter called the "Contractor" which expression shall include its successors assigns), for _____ to be awarded under work order no: _____ upon the "contractor" furnishing an undertaking from the Bank as hereinafter appearing 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 Company 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 to the Company, up-to an aggregate limit of Rs. _____/- (Rupees _____)

AND THE BANK DOTI 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 the Company on the Bank until the Company discharges this Guarantee/Undertaking subject, however, that the Company 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 the Company for all claims and demands made by the Company for further three months.

2. The Company 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 the Company against the Consultant 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 the Company 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 the Company 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 the Company to proceed against the contractor 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 Consultant 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 the Company in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Company for the purpose of these presents is conclusive of the amount payable by the Bank to the Company hereunder.

5. The liability of the Bank to the Company under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and the Company, the contractor and the Bank and/or the Bank and the Company or otherwise howsoever touching these Presents or the liability of the contractor to the Company, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company 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 the Company 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 contractor or any change in the legal constitution of the Bank or the Company.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company 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 _____ 202_

Yours faithfully

Signature: _____

Name _____ &

Designation: _____

Name _____ of _____ the

Branch: _____

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

Format 6: 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 favour 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..... dated 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 on behalf of the executant(s).

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

Format 7: 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 _____

Ref:

Tender No: Dated:

We submit our Bid/Bids for the total capacity of _____ Project Category A / B/C/D for which details of our Qualification Requirements are as below.

Experience of supply, civil work, erection, and commissioning of _____ projects:

S.No	Name and Location of the Project	Client	Size of Project (SQM)	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:

F/MAT/08

Format 8: CA Certificate for Audited Statement

To whomsoever it may concern,

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:.....