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|  | The Energy and Resources Institute | ISSUE NO. | 34 | DATED | 12-02-2026 |
| | Tender | REVISION NO. | 00 | DATED | 00-00-0000 |
| | | DOC. NO. | F/Mat/08 | | |

Tender for inviting quotations from the manufacturer/authorized distributor of Bentonite, technical grade Urea, technical grade Di-Ammonium Phosphate (DAP) as per the required specifications.

TERI/MAT/2025–26/034

Tender Date: 12-02-2026

Last Date for Submission of Bids: 04-03-2026

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

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

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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 the purchase of bentonite, technical grade of urea and technical grade of DAP as per the details given in tender document.

Table 1: Particulars of Items

| S No. | Item | Tender No. | Quantity Required | Fee of Tender Document (Rs) | Earnest Money Deposit (Rs) |
|-------|--|--|-------------------|-----------------------------|----------------------------|
| 1 | Procurement of Bentonite, technical grade Urea and technical grade DAP | <u>TERI/MAT/20</u> <u>25-26/034</u> | As mentioned | 1000.00 + GST @ 18% | 5,00,000/- |

*** Bidder has to submit Tender fee with tax in the form of cheque along with the submitted tender document.**

****Bidder has to submit single EMD in the form of demand draft along with the submitted tender document.**

The tender document is available on TERI's, website: <http://www.teriin.org/Announcements/> and e-tender portal (etender.teri.res.in) from 12th February, 2026. 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.

- **A bidder may participate in a single item or two items or all three items of the above-mentioned products for supply (Bentonite, Technical Grade Urea and Technical Grade DAP).**

Table 2: Schedule of activities

| Sl No. | Milestone | Date and Time (dd-mm-yyyy; hh:mm) |
|---------------|--|---|
| 1 | Release of tender | 12.02.2026 |
| 2 | Last date for submission of written questions by bidders | 19.02.2026 16:00 Hrs |
| 3 | Response to the queries by TERI | 26.02.2026; 16:00 Hrs |
| 4 | Last date for submission of technical bid and financial bid response | 04.03.2026; 11:00 Hrs |
| 5 | Opening of technical bid | 05.03.2026; 11:00 Hrs |
| 6 | Shortlisted firms on the basis of approved samples & technical bid | 05.03.2026; 15:00 Hrs |
| 7 | Financial bid opening of only sample approved bidders | 06.03.2026; 11:00 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. Purchase Department. |
| 10 | Project Timeframe | 6 months |
| 11 | Bentonite | 7000 MT of Granular Mesh 10x20 size and 1000 MT of 12 x 25 size |
| | Technical Grade Urea | 200 MT |
| | Technical Grade DAP | 500 MT |
| | | |

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. 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.**

(Senior Manager-Purchase)
TERI

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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 & Aadhar. | |
| 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 | (i) An undertaking that the service center/ office are operational. The details of service center / office should be submitted with technical bid. (ii) An undertaking by the bidder, that no child labour will be used. | |
| 8 | Annexure V | Duly filled and signed technical bid and technical specifications | |

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

Note:

- Bids received without supporting documents for the various requirements mentioned in the tender document may be rejected.

(Signature of Bidder with seal)

Table 4: Particulars of Tender

| | | |
|---|--|--|
| 1 | Tender No. | <u>TERI/MAT/2025-26/034</u> |
| 2 | Particulars of supply | Required specifications are mentioned in the document. |
| 3 | Last date and time of submission of tender documents | 04.03.2026; 11:00 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) | 05.03.2026; IST 11:00Hrs |
| 6 | Date and time of opening of tender (Financial bid) | 06.03.2026; IST 11:00Hrs |
| 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 – 110003, 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

- Mentioned the 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

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 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:

Tender related queries: Mr. Dickens Kumar, Senior Manager - Purchase, TERI

E-mail: dickens.kumar@teri.res.in;

2. 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.

3. DISCLAIMER

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 a rising 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.

(Signature of Bidder with seal)

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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.

4. Minimum Eligibility Conditions:

- i. The bidder should be a registered company / Firm / Corporation.
- ii. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practice. In this regard an undertaking (self-certificateFORMAT xx) 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 valid GST and PAN registration certificate. A copy of which should be enclosed.
- iv. **Overall Average Annual Turnover of the Company/Firm/ Corporation in the last three financial years (FY 2023-24, 2024-25& 2025-26) should be Rs 10 Crore (Rs Ten crore) and above.** 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.
- v. The Bidder must submit the self certificate (FORMAT 9) declaration by the bidder declaring the services / supply to client/clitents without any adverse remark to the date of bid submission, shall be provided.

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.

5. Evaluation Criterion

The 'Financial bids' of only those bidders shall be opened, who qualify in 'approved samples & technically qualified.

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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-
- e) Details of EMD to be furnished by the bidder, as per tender document no Format-4.
- f) For submission of Performance Bank Guarantee, format 5 to be used.
- g) Power of Attorney to be provided by the bidder, as per Format 6.
- h) Experience letter as per format 7.
- i) Details of CA audited balanced sheet to be provided by the bidder in Format 8.
- 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) Declaration by the Bidder that no child labour has been employed and supply has been carried out keeping in mind the health Hazards.

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/ESI/PF/Labour laws etc. are to be met by the Bidder) and the same is to be produced by the Bidder 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 bidder.

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 PERFORMANCEBANK GUARANTEE (PBG):

The successful Bidders, who execute the agreement with TERI for the supply, 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 12months from the date of execution of agreement. The bank guarantee may be issued by a nationalized bank and shall be in favor 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 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 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 5,00,000/-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.
- 3.7.6 Interestfree EMD of unsuccessful bidder shall refunded within 15 working days to the bidder office address.

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 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 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.

3.12.3 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)

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Section 4: Submission of tender

- 4.1 **Submission of tender:** The bid shall be submitted as per the guidelines given in the tender document.
- 4.1.2 **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'.
- 4.1.5 The bidder shall submit and make available the samples 500g of technical grade Urea, 500 gm of technical grade DAP, 25 kg each of sample in case of Bentonite (both size) matching the submitted bid within 7 days marking the Tender number and name of the bidder along with the sample label as under:
- Label : 500 gm of technical grade Urea
Label : 500 gm of technical grade DAP
Label : 25 kg of Bentonite 10 x 20
Label : 25 kg of Bentonite 12 x 25
- 4.2 **Deadline for Submission of Bids:**
- 4.3 Bids must be submitted by the bidder in the date; time and address specified in the tender notice/documents.
- 4.3.1 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:-

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

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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 the approved sample vendor only.
- 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:**

- Evaluation will be carried out based on the approved sample vendor.

6.2 **Finalization of Empanelment:**

- It is decided as per TERI's requirement.

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.

(Signature of Bidder with Seal)

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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 'Bidders' 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 supply basis. The supply shall be completed within stipulated time from the date of placement of supply order. However 'TERI' may in case of urgency ask the bidder to complete the supply, with the mutual consent of the Bidder. In case the Bidder fails to execute the said supply within new stipulated time after mutual consent, 'TERI' will be at liberty to get the supply executed from the open market without calling any tender/e-tender and without any notice to the Bidder, at the risk and cost of the Bidder. Any additional cost incurred by 'TERI' shall be recovered from the Bidder. If the cost of executing the supply as aforesaid shall exceed the balance due to the Bidder, and the Bidder fails to make good the additional cost, 'TERI' may recover it from the Bidders' pending claims against any supply in 'TERI' or in any lawful manner.
- 1.4 On the request of the 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 Bidders is received before the expiry of the agreement period, or any extended period granted to the Bidders. 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 supply order subject to the completion period.
- 1.6 The Bidders, (i.e., the successful bidder), will be the sole responsibility of the Bidders, to execute orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the tender document and as per agreement.
- 1.7 In the interest of the supply and the programme, agreement executed between the Bidders and 'TERI' may be extended to a mutually agreed period, if the need so arises.

It shall be sole responsibility of the Bidders/ Bidder to get verified the quality and quantity of the supplied material at the site of delivery.

2 **Liquidated Damages**

2.1 If the Bidders/ 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 Bidders/ Bidder assigning specific reasons and shall also have the power to debar/ blacklist the Bidders/ Bidder in similar circumstances. TERI may also invoke performance/security bank guarantee.

3 The Bidders 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 supply 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 bidders 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 bidders and not involving the bidders'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 bidders 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 Bidders shall not, without the consent in writing of 'TERI', transfer, assign or sublet the supply under the contract or any substantial part thereof to any other party.

- 7 'TERI' shall have at all reasonable time access to the supplies being carried out by the Bidders under the contract. All the supply shall be carried out by the bidders to the satisfaction of 'TERI'.
- 8 If any question, dispute or difference what so ever shall arises between 'TERI' and the Bidders, 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. Supply under the agreement shall be continuing during the arbitration proceedings unless 'TERI' or the arbitrator directs otherwise.
- 9 'TERI' may intimate the Bidders by notice in writing at any time to either stop the supply all together or reduce or cut it down. If the supply is stopped all together, the Bidders/ Bidder will only be paid for supply done and expenses distinctly incurred by him as on preparation or the execution of the supply 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 bidders/ bidder. If the supply is cut down, the Bidders 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 supply 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 Supplies:**
- 10.3.1 'TERI', its duly authorized representative shall have at all reasonable times access to the Bidders premises or supplies and shall have the power at all reasonable time to inspect and examine the materials of the supplies during its production.
- 10.3.2 All arrangements for the inspection of materials will be done by Bidder.
- 10.3.3 The inspection by 'TERI' and issue of dispatch instruction there of shall in no way limit the liabilities and responsibilities of the bidders in respect of the agreed quality assurance programme forming a part of the contract. The material delivered at site shall be acceptable and payable as per the terms subject to conformity of specification of each

batch / truckload everytime through quality testing done by TERI / TERI designated staff at the site of delivery. The bidder agrees that the material delivered at site failing in meeting the conformity of specification in quality testing done by TERI / TERI designated staff has to be taken back/returned/replaced at the bidders cost.

11. **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 bidders.

12. **Transportation**

The Bidders is required under the contract to deliver the goods to the site. E-way bill to be facilitated and arranged by the bidder.

13. **Termination for Insolvency**

'TERI' may at any time terminate the contract by giving written notice to the Bidders/ Bidder without compensation to the Bidders, 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'.

14. **Termination for Convenience**

'TERI', may by written notice sent to the bidders, 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'.

15. **Applicable Law**

The bidders shall be interpreted in accordance with the laws of India under Delhi jurisdiction.

16. **Notice**

16.1 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.

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

17. **Corrupt or Fraudulent Practices**

17.1 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.
- 17.2 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.
- 17.3 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.

18. **Payments:**

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

- (a) Payment will be released within 30 days of receipt of material quality approved of testing of each batch / truckload everytime delivered at Bhatinda site with original invoice.
- In case of any ambiguity in interpretation of any of the provisions of the tender, the decision of 'TERI' shall be final.
19. Compliance: All compliances (GST etc., is to be met by the Bidders / Bidder) and the same is to be produced by the vendor at the time of payment.
- 20.

(Signature of Bidder with seal)

Part 4: Technical Details

Tender for the purchase of bentonite, technical grade urea and technical grade DAP as per the required specifications.

Table 6: Supply detail

| S.No. | Item Details | Quantity |
|--------------|--|-----------------|
| 1 | Bentonite as per the required specifications Granular Mesh 10x20 | 7000 MT |
| 2 | Bentonite as per the required specifications Granular Mesh 12 x 25 | 1000 MT |
| 3 | Technical Grade Urea as per the required specifications | 200 MT |
| 4 | Technical Grade DAP as per the required specifications | 500MT |

Delivery

Delivery will be made as per the DELIVERY SCHEDULE mentioned in the purchase order.

Quantity of two sizes of Bentonite may vary $\pm 20\%$ and may be compensated within the total quantity among the two sizes at the quoted price.

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

Part 5: Technical Details

For the purchase of bentonite, technical grade urea and technical grade DAP.

TENDER NO.: TERI/MAT/2025-26/034

Table 7: Bentonite as per the required specification:

Quality Parameter of Bentonite:

PRODUCT : BENTONITE DOUBLE ROASTED GRANULES

Size : 10 x 20

| S.NO | PARAMETRES | SPECIFICATION |
|------|------------------|--|
| 1 | Type | BLACK DOUBLE ROASTED GRANULES |
| 2 | pH (10% Aqu.) | 5.0-7.0 |
| 3 | Moisture Content | Not More Than 1.0% |
| 4 | Granule Size | 95% should pass through BSS 07 sieve. Not more than 10% should pass through BSS 10 sieve. Not more than 1.0% should pass through BSS 16 sieve. Dust \leq 1.0% |
| 5 | Water holding | Not Less Than 15% |
| 6 | Solubility | Shall be suspendible in water |

_PRODUCT : BENTONITE DOUBLE ROASTED GRANULES

Size : 12 x 25

| S.NO | PARAMETRES | SPECIFICATION |
|------|------------------|---|
| 1 | Type | BLACK DOUBLE ROASTED GRANULES |
| 2 | pH (10% Aqu.) | 5.0-7.0 |
| 3 | Moisture Content | Not More Than 1.0% |
| 4 | Granule Size | 95% should pass through BSS 10 sieve. Not more than 1.0% should pass through BSS 22 sieve. Dust \leq 1.0% |
| 5 | Water holding | Not Less Than 15% |
| 6 | Solubility | Shall be suspendible in water |

Table 8: Technical Grade Urea as per the required specifications:

Technical Specification for Urea:- pH \leq 7.5, Nitrogen content \geq 46%, >95% pure, Granular, Free Flowing, moisture low (less than 0.5%) or none, White Colour, No additives, Technical Grade with Certificate of Non-Subsidy Supply.

Technical Grade DAP as per the required specifications:

Technical Specification for DAP :- pH \leq 7.5, Nitrogen content \geq 18%, P2O5 content \geq 46%, >95% pure, Granular, Free Flowing, moisture low (less than 1.5%) or none, White Colour, No additives, Technical Grade with Certificate of Non-Subsidy.

Part 6: Financial Bid

(To be submitted only in Part-II in financial bid)

TENDER NO.: TERI/MAT/2025-26/034

Name of the Firm: -----

Price Bid for the purchase of bentonite, technical grade urea and technical grade DAP at TERI's office in Bathinda, Punjab.

Table 9: Price Schedule

| S. No. | Item Details | Quantity | HSN / SAC Code | Rate per unit | GST | Total amount in INR |
|--------|-----------------------|----------|----------------|---------------|-----|---------------------|
| 1 | Bentonite 10x 20 | 7000 MT | | | | |
| 2 | Bentone 12 x 25 | 1000 MT | | | | |
| 3 | Technical Grade Urea | 200 MT | | | | |
| 4 | Technical Grade DAP | 500 MT | | | | |
| | 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 supply.
3. Material will be delivered as per the TERI's requirement.

(Signature of Bidder with seal)

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, India

Subject: Offer in response to tender specification no.: TERI/MAT/2025–26/034

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)

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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 supply? | |
| 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/2025-26/034)

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

DO HEREBY DECLARE THAT

6. I am fully aware of all the requirements of the tender document and agree with all provisions of the tender document.
7. I am capable of executing and completing the supply as required in the tender.
8. I accept all risks and responsibilities directly or indirectly connected with the performance of the tender.
9. I have no collusion with other Bidders, any employee of TERI or with any other person or firm in the preparation of the bid.
10. I have not been influenced by any statement or promises of TERI or any of its employees, but only by the tender document.
11. I am financially solvent and sound to execute the supply.
12. I am sufficiently experienced and competent to perform the contract to the satisfaction of TERI.
13. The information and the statements submitted with the tender are true.
14. 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 supply, its performance or personnel employed therein.
15. I have not been debarred/black-listed on account of their past activity from similar type of supply by TERI and or Government undertaking/Department/ Any other private company.
16. 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 supply is not completed.
17. I give the assurance to execute the tendered supply as per specifications and terms and conditions.
18. I confirm the capability for _____ **identified locations and capacities as per the tender specifications.**
19. I confirm that none of my family members are supplying 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 – 110003, Delhi, India

Subject: Submission of EMD against Tender No. - TERI/MAT/2025-26/034

Dear Sir / Madam,

With reference to tender no. TERI/MAT/2025-26/034 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/firm/corporation" which expression shall include its successors and assigns), _____ having agreed inter alia to consider as "SUPPLIER to TERI to and ensuring for the _____ the SUPPLIER of M/s. _____ (hereinafter called the "Bidders" which expression shall include its successors assigns), for _____ to be awarded under supply order no: _____ upon the "bidders" 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 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 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 supply awarded for or any part thereof shall be awarded to the Supply Awarded on or before the said date, whether on the basis of accompanying supply 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

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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 Supply Order and/or any contract consequent upon any award of supply 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 bidders 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 bidders and the Company, the bidders and the Bank and/or the Bank and the Company or otherwise howsoever touching these Presents or the liability of the bidders to the Company, and notwithstanding the existence of any instructions or purported instructions by the bidders 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 bidders 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 _____)

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 – 110003, 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, of _____ projects:

| S.No | Name and Supply order details | Name of the Client | Qty of Project | Date of Completion | Supply 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:

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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:

Format 9: Self Declaration Letter

(Bidder's letterhead)

To whomsoever it may concern

This is to certify that we have not been debarred or blacklisted by any Central or State Government, or by any agency of the Central or State Government of India, or by any Public or Private Sector Undertaking, or by any regulatory authority in India, for any fraudulent activities.

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

Company Name:

Date:.....

Place:

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

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