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E-Procurement Tender Notice

TERI is an independent, multi-dimensional organization, with capabilities in research, policy, consultancy, and implementation. We are innovators and agents of change in the energy, environment, climate change and sustainability space, having pioneered conversations and action in these areas for over five decades.

One of our flagship schemes is GREEN Olympiad, which is a leading school-based initiative of The Energy and Resources Institute (TERI). The journey started in 1999 as India's premier environment quiz for school students. It has since then incorporated within itself several stages of initiatives at TERI in the field of sustainability transformation matching the aspirations of the academic community and established itself as an Environment Education brand. The examination is not just bound to national territory of India; it is open for Foreign Nationals also. In 2023, more than 1.5 lakhs students from 2000+ schools participated in the Green Olympiad, and we are anticipating that these figures may see a rise of at least 20% in the current FY (2024-2025).

Objectives:

- I Sensitization of students to develop consciousness towards environment and sustainability issues.
- II Create of an 'Environment Conscious Youth Network' facilitating achievement of the Global Agenda by 2030

1. Details of Tender Deposits: -

Earnest Money Deposit (EMD): Rs. 1,50,000/- (Rupees One lakh fifty thousand only)-Exempted for MSME
Performance Security Deposit: 10% of the value of contract.

The tender document contains the following:

Terms & conditions

(for invitation of e-tender)

: Page No. (P. 2-4)

Schedule-I

: Technical bid (P. 5-7)

Schedule-II

: General Information, other terms & conditions and scope of work (P. 9-18)

Schedule-III

: Financial Bid (P. 19)

Annexure-I

: Statement of the Minimum 3 years' experience (P.8)


Annexure-II

: Undertaking by the Service Provider (P. 20-21)

Annexure-III

: Draft specimen agreement (P. 22-23)

2. Online bids are invited under two-bid system through e-tendering from well-established/reputed firms for award of contract for outsourcing the work of organizing Green Olympiad in Offline Mode (OMR Based) on End-to-end basis/principle. The scope of work, timelines, information to be furnished by the agency, essential eligibility criteria for selection and other relevant details have been laid down in the tender document.
3. Tender form, terms & conditions and draft agreement can be downloaded from the TERI's website <https://www.teriin.org/announcements/>. Online bids complete in all respects should be submitted to manoj.tiwari@teri.res.in.
4. In case, holiday is declared by the Government on the day of opening of bids, the bids will be opened on the next working day at the same time. The Society reserves the right to accept or reject any or all the tenders without assigning any reason.
5. Tender fee Rs 5000/- should in the form of DD / Cheque in favor of "The Energy and Resources Institute" payable at New Delhi issued by scheduled bank along with the Technical Bid. Any bid not secured with the tender fee and earnest money or MSME certificate will be rejected by TERI as non-responsive.

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INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR AWARD OF CONTRACT FOR OUTSOURCING THE WORK OF ORGANIZING GREEN OLYMPIAD IN OFFLINE MODE ON END-TO-END BASIS/PRINCIPLE.

From:

To

All the eligible Solution and Service Providers (S&SPs)/Bidders

Dear Sir(s),


Online Tenders are hereby invited on behalf of the Director General, TERI, New Delhi for award of contract for outsourcing the work of organizing Green Olympiad in Offline Mode (OMR Based) on End-to-end basis/principle. **The contract shall be initially valid for one year and extendable for another two years on annual basis on the same rates, terms, and conditions in case the services provided by the firm are found to be satisfactory.**

1. During the Financial Year 2023-24, More than 1.5 lakhs students from 2000+ schools participated in the Green Olympiad. The number of participations is expected to increase during the current FY 2024-25.
2. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the TERI as detailed in the tender forms and its schedules. Please submit your rates in the tender form if you can provide the requisite services in accordance with the requirements stated in the attached schedules.
3. The Earnest money of Rs.1,50,000.00 must be deposited in the form of Account payee demand draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks's payable to "**The Energy and Resources Institute**" New Delhi **on or before the last date/time of submission of bids.** The earnest money may be deposited during working hours i.e. 9.00 A.M. to 5.30 P.M. on all working days (except Saturday, Sunday, and Gazettes Holidays) and up to 3.00 P.M. on the last date for submission of bids. The particulars of the earnest money deposited must also be superscribed on top of the envelope including the Sr. No. of payment instrument (DD/FDR, etc.) and date failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be summarily rejected. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) are exempted for depositing the EMD/Bid security in accordance with Rule 170 of General Financial Rules, 2017 and subsequent amendments of Govt. of India.
4. The bidder is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the bidder fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be liable to be forfeited by the TERI. In the event of the offer made by the bidder not being accepted by the TERI, the amount of earnest money deposited by the bidder will be refunded to him after he has applied for the same in the manner prescribed by the TERI. An undertaking as per **Annexure- 'II'** is also required to be submitted by the tendering firm.
5. The **Schedule I & III** as well as **Annexure-I & Annexure-II** of the tender form should be submitted along with online bids. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and signed in full by the bidder. In such cases, reference to the additional pages must be made in the tender form. If any modification in the schedule is considered necessary, it should be communicated by means of a separate letter along with the tenders.
6. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a Private or Public Limited

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Company.

7. If a bidder does not accept the offer, after issue of letter of award by TERI within 7 (seven) days, the offer made shall be deemed to be withdrawn without any notice and EMD forfeited.
8. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the TERI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the bidder.
9. The rate quoted by the firm for service contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenders will be opened by the officers authorized in this behalf. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidder can either come at the place of opening of bids (electronically/physically) as done in the conventional tender process or he can go through the process online without being physically present at TERI premises.
10. Bidder is at liberty to be present or to authorize a representative well-versed with the tender to be present at the time of opening of the tenders. The name and address of the representative who would be present at the time of opening of the tenders on bidder's behalf should be clearly indicated in tender. Name and address of permanent representative of the bidder, if any, may also be indicated.
11. No interest on EMD/Bid security shall be paid by the TERI to the bidder.
12. The Income tax or any other tax which is as per the rules of the Govt. of NCT of Delhi/Govt. of India shall be deducted at source from the bills of the successful bidder, as per rules/instructions made applicable from time to time in this regard.
13. The decision of Director General, TERI shall be final as regards any aspect of the contract and binding on all the parties. Disputes arising, if any, regarding the contract will be settled at his/her level by mutual consultation and in case of failure or settlement, disputes shall be referred to the sole arbitrator to be appointed by DG, TERI. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
14. Acceptance by the TERI will be communicated by fax/e-mail, express letter, or any other form of communication. Formal letter of acceptance and work order of the bidder will be forwarded as soon as possible, but the earlier instructions in the form of e-mail/fax/express letter, etc. should be acted upon immediately.
15. The TERI does not pledge itself to accept the lowest or any other tenders and reserves to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
16. The TERI reserves the right to modify any of the terms and conditions of the contract as mentioned in the **Schedules I & II** of this document, at its discretion, as deemed appropriate, in the interest of the job/ work/TERI.
17. Successful bidder will have to enter into a detailed contract agreement with TERI on a non- judicial stamp paper of Rs.100/- (Rupees One hundred only) for undertaking the work as per draft agreement enclosed at **Annexure-III**.
18. The following documents/vouchers are required to be uploaded with the technical bid (Schedule-I):
 - (a) Scanned copy of Account payee demand draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks of Earnest Money Deposit (EMD).
 - (b) Scanned copy of certificate of incorporation/Registration of the firm in India.
 - (c) Scanned copy of the profile of the Agency/Bidder
 - (d) Scanned copy of list of Clientele (Central Government/State Government Educational Institutions, Autonomous Govt./Private institutions/organizations, PSUs etc.), where similar jobs were executed during past 3 years, i.e. 2021-22, 2022-23 and 2023-24 and scanned copies of work orders and satisfactory performance Certificates on the client letter heads of minimum three (3) projects of similar nature, with details in enclosed

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tabular form (**Annexure-I**).

- (e) Scanned copy of ISO and CMMI Level 3 certifications implemented by the bidder.
- (f) Scanned copy of the document to show the turnover of the firm to the satisfaction of the TERI as per criterion listed in para 4.2 of Schedule-II of this tender document.
- (g) Scanned copies of Income Tax Certificates and Income Tax Returns (ITR) for the financial years 2021-22, 2022-23 and 2023-24
- (h) Scanned copy of PAN/TAN No., GSTIN number. Certificate from practicing professional (CA/ICWA) indicating year-wise turnover during 2021-22, 2022-23 and 2023-24 along with audited financial statements.
- (i) An Undertaking as per **Annexure-II** duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding non-blacklisting and non-forfeiture of the EMD/Bid Security & Performance Security of the firm by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission in the preceding five years up to the last date of submission of tender.
- (j) Scanned copy of certificate as required under para 1.4 of Schedule II of this tender document.
- (k) For other details please also refer to para 4.2 of Schedule-II.

It may please be noted that only those Technical Bids shall be considered for opening of Financial Bids which meet the essential eligibility criteria laid down in para 4.2 of Schedule II of the tender document and decision of the TERI in this regard will be final.

Yours faithfully,

(Manoj Kumar Tiwari)
Sr. Manager - Accounts & Head
(Purchase)


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SCHEDULE-I

Technical Bid


PART-I

1. Name of the Firm/Agency
2. Full address with Post Box No., Telephone No., and e-mail.
3. Constitution of the Firm/agency (Attached copy)
 - (i) Indian Companies Act, 1956
(and Amendment Act 2013)
 - (ii) Indian Partnership Act, 1932
(please give names of partners)
 - (iii) Any other Act, if not the owners
4. (i) For Partnership firms, whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.
 - (ii) If answer to the above is in negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration.
 - (iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case maybe. The copy should be attested by a Notary Public, or its execution would be admitted by affidavit on a properly stamped paper by all partner(s).
5. Name, address, Tel. No., and e-mail of the proprietor/Partner of the agency/firm or if it is a company, the same.
details of the Director(s) of the company.
6. Name, full address, Tel. No., and e-mail of the banker of the firm.
7. Permanent Income Tax No./Circle/Ward (copies of PAN/TAN and GSTIN registration to be uploaded)

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8. Date of establishment of the agency/firm/company

9. Any other relevant information

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PART-II

10. Scanned copy of Account payee demand draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks of Earnest Money Deposit (EMD).
11. Scanned copy of certificate of incorporation/Registration of the firm in India.
12. Scanned copy of the profile of the Agency/Bidder
13. Scanned copy of list of clientele (Any Body established under the law Whether Private/Public/NPO etc.), where similar jobs were executed during past 3 years, i.e., 2021-22, 2022-23 and 2023-24 and scanned copies of work orders and satisfactory performance Certificates on the client letter heads of minimum three (3) projects of similar nature, with details in enclosed tabular form (**Annexure- I**).
14. Scanned copy of ISO and CMMI Level 3 certifications implemented by the bidder.
15. Scanned copies of Income Tax Certificates and Income Tax Returns (ITR) for the financial years 2021-22, 2022-23 and 2023-24.
16. Scanned copy of PAN/TAN No., GSTIN number. Certificate from practicing professional (CA/ICWA) indicating year-wise turnover for the financial years 2021-22, 2022-23 and 2023-24 along with audited financial statements.
17. An Undertaking as per **Annexure-II** duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees one hundred only) regarding non-blacklisting and non-forfeiture of the EMD/Bid Security and/or Performance Security of the firm by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission in the preceding five years up to the last date of submission of tender.
18. Scanned copy of certificate as required under para 1.4 of Schedule II of this tender document.
19. For other details please also refer to para 4.2 of Schedule-II.

PART-III


20. Whether the firm would be representing at the opening of the tenders. If yes, then Name and address of the firm's representative.
21. Name of the permanent representative who would be visiting TERI. _____

Date: _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages duly numbered wherever needed by the Bidder.


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Annexure-I

Details of the projects executed/work done in the last 3 years (2021-22, 2022-23 and 2023-24) along with satisfactory performance report strictly as per criterion in para 4.2 (2) of Schedule -II.

Sl. No.	Name of the Dept. / Organization & Name of contact person with Ph. No. and e-mail	Period		Remarks
		From	To	
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
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16.				
17.				
18.				
19.				

(Authorized Signatory)

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SCHEDULE-II

GENERAL INFORMATION & OTHER TERMS AND CONDITIONS OF CONTRACT

TERI is an independent, multi-dimensional organization, with capabilities in research, policy, consultancy, and implementation. We are innovators and agents of change in the energy, environment, climate change and sustainability space, having pioneered conversations and action in these areas for over five decades.

One of our flagship schemes is GREEN Olympiad, which is a leading school-based initiative of The Energy and Resources Institute (TERI). The journey started in 1999 as India's premier environment quiz for school students. It has since then incorporated within itself several stages of initiatives at TERI in the field of sustainability transformation matching the aspirations of the academic community and established itself as an Environment Education brand. The examination is not just bound to national territory of India; it is open for Foreign Nationals also. In 2023, more than 1.5 lakhs students from 2000+ schools participated in the Green Olympiad, and we are anticipating that these figures may see a rise of at least 20% in the current FY (2024-2025).

Objectives:


- I Sensitization of students to develop consciousness towards environment and sustainability issues.
- II Create of an 'Environment Conscious Youth Network' facilitating achievement of the Global Agenda by 2030

The TERI invites Technical & Financial bids under two-bid system through E-tendering for award of contract for outsourcing the work of organizing Green Olympiad in Offline Mode (OMR) on End-to-end basis/principle. The contract shall be initially valid for one year and extendable for another two years on the same rates, terms and conditions in case the services provided by the firm are found to be reasonably good.

Scope of Work:

Stage-I: Examination logistics- Following services are required:

- a. Launching of online portal for registration.
- b. Offline forms collection from TERI and registration to be done.
- c. Generation of school code and registration credentials will be sent to schools.
- d. Help Desk support will be operational in two ways.
 - i. Telephonic
 - ii. Ticket
- e. In case of online registration payment collection will be done using payment gateway provided by TERI.
- g. Payment reconciliation
- h. Reminder to the unpaid cases by SMS/email
- i. Roll number generation

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j. Generation and printing of attendance sheet, online/offline

Stage-II: Packing and Dispatching

- a. Letters (invitation letter, application form)
- b. Coordination with printer for dispatch of material four times to schools
- c. Dispatch of examination material three times - sample papers, question papers, OMR sheet and certificates

Stage-III: Processing, scanning and result preparation

- a. OMR Printing
- b. Collection of filled OMR answer sheets from TERI.
- c. Reconciliation of the OMR sheets and attendance received from school.
- d. Double scanning of OMR sheets
- e. Removal of inconsistency in the scanned data.
- f. ICR scanning. Images will be submitted to TERI.
- g. Result preparation
- h. Result uploading on website.
- i. Participation, Merit and Distinction will be decided as per criteria and its dispatch to respective schools.
- j. List of scores to be handed to TERI.
- k. Variable Printing & dispatching of certificates to Schools globally

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1. INTRODUCTION AND GENERAL INFORMATION

- 1.0 The TERI will conduct the Green Olympiad. THE tender process will start as laid down in the Schedule II, Item 3- Time Frame.
- 1.1 The name and signature of bidder/his authorized representative should be recorded on each page. All pages of the tender shall be numbered and submitted as a package along with forwarding letter on agency's letter head as per **Annexure-II**. If the bidder gives any misleading or incorrect information in the tender or wrongfully creates circumstances for acceptance of the tender, TERI reserves the right to reject such a tender at any stage.
- 1.2 The EMD shall remain valid for a period of forty-five days beyond the final bid validity period. EMD of unsuccessful bidders would be returned to them after the finalization of the tender.
- 1.3 The EMD would be returned to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by TERI under any circumstances.
- 1.4 Considering the confidentiality and sensitivity of the work involved, the bidders have to enclose a certificate along with the technical bid to the effect that it would not divulge any details pertaining to the Green Olympiad and data of Schools and students.

2. ESSENTIAL ELIGIBILITY CRITERIA AND PROCEDURE OF EVALUATION AND SELECTION

2.1 The TERI reserves the sole right to accept or reject, without assigning any reasons, any or all bids which is/are incomplete or does/do not satisfy the essential eligibility criteria specified hereunder.

2.2 The bidder firms/agency must meet the following eligibility criteria as the evaluation of technical bids shall be done strictly keeping in view these parameters:

Sl. No.	Essential Eligibility Criteria	Document(s) required to be uploaded with the technical bid in support of claim	Page No. in the bid document
1.	The bidder should be a firm/business entity/ company registered on or before 01.01.2018 in India.	Scanned copy of certificate of incorporation/ Registration of the firm in India.	
2.	The bidder must have successfully executed 3 projects of similar nature related to organization of Green Olympiad for different clientele (refer Item No. 13, Part-II of Schedule-I) during last 3 years, i.e. 2021-22, 2022-23 and 2023-24. Under each project, the bidder must have (i) experience of online registration of at least 50,000 candidates through payment gateway for fee collection, and (ii) conduct of Olympiad in offline mode (including distribution of certificates) of at least 50,000 candidates.	Scanned copy of performance certificates showing each activity (performed either singly or in combination) must be enclosed on the client's letterhead.	
3.	The bidder should have on his payroll at least 10 Technical and 5 Management/ Administrative	Scanned copy of Certified List of Technical and Management/	

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	employees for proper execution of the contract. The bidder should submit a list of the employees clearly stating their qualifications, experience, and role.	Administrative employees by HR department of the Firm along with their designations.	
4.	Bidders should have implemented online system and services compliant with ISO and CMMI Level 3 certifications.	Certified scanned copy of ISO and CMMI Level 3 certifications.	
5.	The IT infrastructure proposed to be used for providing IT services should be located in India. The bidder should have secured ICT infrastructure for hosting the application.	Self-declaration certificate by the firm	
6.	Firm/company must submit proof of website/application deployed and having been audited through any CERT-In empaneled agencies.	Upload Certified copy of Audited certificate.	
7.	The Bidder should be registered with appropriate tax authorities such as Income Tax, GST etc., and should submit valid certificates of registration with these authorities.	Scanned copy of PAN/TAN, GSTIN number and Income Tax Returns for 2021-22, 2022-23 and 2023-24	
8.	The bidder's minimum average Annual Turnover during 2021-22, 2022-23 and 2023-24 should be Rs.1 Crore.	Certificate from practicing professional (CA/ICWA) indicating year-wise turnover for 2021-22, 2022-23 and 2023-24 along with audited financial statements.	
9.	An Undertaking by the firm as per ANNEXURE-II duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees one hundred only) regarding its non-black listing and non-forfeiture of the EMD/Bid Security & Performance Security by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission in the preceding five years up to the last date of submission of tender.	Scanned copy of Undertaking on a non-judicial stamp paper of value of Rs.100/- (Rupees one hundred only) as per Annexure-II	

Bids which are not otherwise rejected on account of failure to meet the eligibility criteria indicated above will be evaluated based on Quality and Cost Based Selection (QCBS) methodology as mentioned under Rule-192 of the GFR, 2017 and Manual for Procurement of Consultancy & Other Services, 2017 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

The Technical proposals will be allotted weightage of 70% while the financial proposals will be allotted 30%. *Technical bids would be evaluated on 100-point scale (marks) as indicated above. The financial bids of only those bidding firms would be opened which qualify the technical bid criteria scoring a minimum of 70 marks.*

Evaluation Criteria:

The Employer shall evaluate each technical proposal (using the evaluation committee, CEC/Tendering Committee), considering criteria as prescribed below:

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Sr. No.	Evaluation Criteria	Document(s) required to be furnished in support of claim	Page No. in the bid document
1.	Standing of the Agency and Financial position.		
2.	Experience in handling similar nature of programs		
3.	Rates offered		
	Please add more....		

2.3 The technical bids shall not be considered for evaluation at all unless it is accompanied by the following:

- i. Submission of EMD of Rs. 1,50,000/- (Rs. One lakh Fifty Thousand only) which is *exempted for MSME*.
- ii. Submission of **Annexure-I** along with Work Orders and satisfactory performance reports.
- iii. Submission of documents listed under Part-II of Schedule-I.

The evaluators of the technical bids shall not have access to the financial bids till technical evaluation is completed. The Technical bids shall be opened by a Tendering/Technical Evaluation Committee (TEC) constituted for the purpose.

2.4 The Financial Bid shall be submitted as per Schedule-III of this tender document. **Only single rate (per successfully registered candidate, including taxes, to be quoted in Indian rupees for all the services under four phases combined.** Taxes will be paid as per applicable rates of the Government. In case of discrepancy between the price/rates in figures and words, the price/rates in words will be considered. **The payment to the firm will be made on the basis of actual number of candidates successfully registered (with successful fee payment) for examination.** Income Tax will be deducted at source from the bills as applicable. The Agency is required to furnish its PAN, TAN, GSTIN number mandatorily.

2.5 Financial bids of only those bidders who qualify the essential eligibility criteria laid down for evaluation of technical bids will be opened. Of these, the proposal securing the highest combined marks and ranked first will be invited for negotiations, if required, and shall be recommended for award of contract in accordance with the prevailing procedure and practices relating to procurement of consultancy services under the Govt. of India, provided all other requirements laid down are fulfilled.

2.6 TERI reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

3. TIMEFRAME*

- 3.1 Date and time limit for receipt of bids: **02.06.2024** up to 5:00 P.M.
- 3.2 Opening and evaluation of Technical Bids: **03.06.2024** (11.30 A.M.).
- 3.3 Date & time for opening of financial bids: **04.06.2024** (11:00 A.M.).

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3.4 Acceptance of offer and signing of agreement within 10 days after notification of award.

**The dates given in the Time Frame are tentative and subject to change*

The indicative implementation plan for this project is provided below:

Step	Step Description	Tentative Dates
1.	<p>Examination logistics- Following services are required:</p> <p>a. Launching of online portal for registration.</p> <p>b. Offline forms collection from TERI and registration to be done.</p> <p>c. Generation of school code and registration credentials will be sent to schools.</p> <p>d. Help Desk will be operational in two ways.</p> <p>i. Telephonic</p> <p>ii. Ticket</p> <p>e. In case of online registration payment collection will be done using payment.</p> <p>f. Gateway provided by TERI.</p> <p>g. Payment reconciliation</p> <p>h. Reminder to the unpaid cases by SMS/email</p> <p>i. Roll number generation</p> <p>j. Generation and printing of attendance sheet, online/offline</p>	05 June – 31 August 2024
2.	<p>Packing and Dispatching</p> <p>a. Letters (invitation letter, application form)</p> <p>b. Coordination with principal for dispatch of material four times to schools</p> <p>c. Dispatch of examination material three times - sample papers, question papers, OMR sheet and certificates</p>	<p>Periodic dispatch of sample papers from 01 June – 31 August 2024</p> <p>In 2nd Week of September 2024 and 2nd Week of October 2024</p>

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3.	Processing, scanning and result preparation. a. OMR Printing b. Collection of filled OMR answer sheets from TERI. c. Reconciliation of the OMR sheets and attendance received from school. d. Double scanning of OMR sheets e. Removal of inconsistency in the scanned data. f. ICR scanning. Images will be submitted to TERI. g. Result preparation h. Result uploading on website. i. Participation, Merit and Distinction will be decided as per criteria. j. List of scores to be handed to TERI k. Variable Printing & dispatching of certificates to Schools globally	2 nd week of December 2024 – 31 January 2025
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Note: The project timelines are tentative and based on certain assumptions and may change.

4. OTHER CONDITIONS OF THE TENDER


4.1 Standard of performance

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness, and techniques. It shall apply appropriate advanced technology, safe and effective methods during execution of this tender and shall always act in respect of any matter relating to this agreement, as faithful advisor to the TERI. The Bidder shall always support and safeguard the legitimate interests of the TERI in any dealings with the third party. The security of the system should be foolproof and shall be treated as “**not foolproof**”, where unauthorized persons are able to access/infiltrate into the system. The system may be the application software, or a process adopted by vendor/bidder. The vendor/bidder shall be liable to pay to the TERI for any financial loss on account of system and process failure at any stage.

4.2 Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent/copyright, trademark or similar right, or of any charge, mortgage or lien. The Bidder shall warrant that there is no infringement of any patent/copyright or intellectual property rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this tender.

4.3 Applicable Law and Statutory Obligations

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The workers employed by the Agency to perform the contract, shall be the employees of the Agency and the Agency alone shall be liable to pay the wages and all other payments as may be due to the workers and TERI shall in no way be liable for the same. The Agency shall also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract and the Agency shall also indemnify TERI for any claims whatsoever made by such workers against TERI in that behalf.

TERI shall not be responsible for death, disablement, injury, accident to Agency's employees, which may arise out of and in the course of their duties with the Agency. TERI shall not be liable to pay any damages or compensation to the Agency's employees. The same are to be paid by the Agency as per the provisions of Law.

The Agency shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

4.4 Performance Security

Within 7 days of the Bidder's receipt of notification of award by Bidder, the Bidder shall deposit a sum equivalent to 10% of the estimated value of contract as performance security valid up to 60 days after the date of expiry of the contract. The proceeds of the performance security shall be payable to the TERI as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by TERI for failure.

The Bidder must deposit this security in the form of Account payee demand draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favor of "The Energy and Resources Institute". The Performance Security will be discharged by the TERI and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations or upto expiry of contract period, whichever is later. In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment, furnish the amendment to performance security, rendering the same valid for a period of 60 days beyond the extended duration of the contract.

4.5 Governing Language

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

4.6 Consortium

No consortium will be entertained by TERI. The bidder shall hold full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to enter the agreement with TERI or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

4.7 Penalty Clause / Liquidated Damage


If any of the phases/stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of TERI, a penalty @ 1.0% of the bid value of the delayed stage of the item, per day (subjected to maximum of 10%) may be imposed and accordingly the time for the next stage be reduced by the TERI, to account for the delay.

If the delay adversely affects the process of counseling, the Bid security and Performance security will be forfeited, and other legal action would be initiated as per terms and conditions of contract. The TERI may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

In the event of failure of online counseling process at any stage, penalty will be 100% of the Project cost and the agency will have to submit an undertaking to this effect.

4.8 Prices

The prices quoted for the items/services shall under no condition change during the period of agreement.

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4.9 Subcontracts

The Bidder shall not subcontract the awarded contract or part thereof without written consent of the TERI, New Delhi.

4.10 Delays in the Bidder's Performance

Conduct of the online counseling as per timeline is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved time schedule as notified from time to time by TERI to the bidder and will become the forming part of the Contract Agreement. The activities involved are time bound and it is expected that no extension of time for performance of any activity activities will either be sought or given in this project. However, if at any time during the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the TERI in writing the fact of the delay, its likely duration, and its cause(s). The TERI will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend the Bidder's time for execution of said item of work, but in no case, extension shall be granted having adverse effect on scheduled conduct of the counseling. The dates declared for counseling are absolute unless changed by the TERI on its own. Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

4.11 Termination for Default

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 15 days to the other party, terminate the agreement in whole or in part, if:

- The defaulting party fails to perform any or all the obligations within the time(s) specified in the agreement or any extension thereof granted, by the other party.
- The quality of the delivery of various tasks is not up to the satisfaction of the TERI.
- The defaulting party fails to perform any other obligation under the agreement.

In the event of the TERI terminating the contract in whole or in part, the TERI may procure, upon such terms and in such a manner as it deems appropriate, items or services like those undelivered, and the Bidder shall be liable to the TERI for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated. The Bidder shall stop the performance of the contract from the effective date of termination and handover all the documents, data, equipment etc. to TERI for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination. In case of termination of contract, all Bank Drafts/FDRs furnished by the Bidder by way of Bid Security/Performance Security shall stand forfeited. In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

4.12 Termination for Insolvency


The TERI may at any time terminate the contract by giving 15 days' notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the TERI.

4.13 Suspension

The TERI may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted by him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

4.13.1 Shall specify the nature of the failure and

4.13.2 Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

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The TERI may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

4.14 Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the TERI's business or operations without the prior written consent of the TERI.

4.15 Force Majeure

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earthquakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of the TERI, regarding Force Majeure shall be final and binding on the Bidder. If a Force Majeure situation arises, the Bidder shall promptly notify to the TERI in writing, of such conditions and the cause thereof. Unless otherwise directed by the TERI in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The TERI may, terminate this agreement by giving a written notice of a minimum 15 days to the Bidder, if because of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of 15 days. Force Majeure does not include insufficiency of funds, any event which is caused by the negligence or any event which a party could reasonably have been expected to foresee or overcome in carrying out of its obligations.

4.16 Resolution of Disputes

Decision of Director General, TERI shall be final as regards any aspect of the contract and binding on all the parties. Disputes arising, if any, regarding the contract will be settled at his level by mutual consultation and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by him. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

4.17 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Delhi only.


4.18 Responsibilities of the Bidder

The bidder shall be responsible for collating data of Schools and create an online portal, to the eligible candidates and providing supplementary information in an error- free manner as per the terms & specifications and directions of TERI.

4.19 Interpretation

In these Terms & Conditions:

- References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- References to a particular article, paragraph, sub-paragraph, or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- The headings are inserted for convenience and are to be ignored for the purposes of construction.
- Whenever provision is made for the giving of notice, approval, or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- In case of any inconsistency between this tender and the Bid made to TERI, the terms of this Tender shall prevail.

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SCHEDULE-III

FINANCIAL BID

To

TERI

Sir,

I/We wish to submit our Tender for award of work for conduct of Green Olympiad in OFFLINE Mode (OMR) as under:

FORMAT FOR THE SUBMISSION OF FINANCIAL BID

Particulars	Rates quoted
Rates quoted for the following services (combined) as detailed under the Scope of Work defined in the Scheduled II:	Total cost = Rs..... (Rupees in words) [@ Rs..... per candidate X expected number of candidates to be registered for examination (approximately 1,00,000 candidates)]. Only single rate to be quoted for all the services (combined).

N.B.: Applicable Taxes will be as per provision under para 2.4 of Schedule-II of this tender document.

Submitted By:

Name and Address of the Agency.....

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Annexure-II
UNDERTAKING

Tender for award of contract for outsourcing the work of organizing Green Olympiad in Offline Mode (OMR Based) on End-to-end basis/principle.

Full Name & Address of the bidder in addition to Post Box No., if any, should be quoted in all communications to this office :

Telephone No. :

FAX/ Mobile No:

E-Mail Address :

From _____

To,

TERI

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for award of contract for outsourcing the work of organizing Green Olympiad in Offline Mode (OMR Based) on End-to-end basis/principle.

I/We hereby submit our tender for **organizing Green Olympiad in Offline Mode (OMR Based) on End-to-end basis/principle (rates per successfully registered candidate eligible for registration)**. Approximately, 1,50,000 (one lakh Fifty thousand) candidates participated in the academic year (2023-24). However, this number may vary depending on the response of the candidates.


I/We am/are submitting the EMD separately in physical form in the shape of Account payee demand draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee from any of the Commercial Banks of Rs.1,50,000/- (Rs. One lakh Fifty thousand only, Refundable), in the name of the "The Energy and Resources Institute",

Payable at New Delhi, no....., dated..... Issued from Bank.....

I/We hereby agree to all the terms and conditions stipulated by the TERI in this tender document including delivery of services, penalty clause etc. Quotations for Technical and Financial bids are being submitted separately and shall be considered on their face value.

I/We undertake that penalty amounting to 100% of the Project Cost will be imposed on us in case of failure of online process at any stage during the entire process from online collection and compilation of records from Schools.

I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Each page of the tender and schedules to the tenders and Annexures has been duly signed (No thumb impression should be affixed).

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I/We undertake to sign the contract/agreement within 07 (Seven days) from the date of issue of the work order and start the work as per instruction immediately, failing which our/my EMD may be forfeited and our/my name may be removed from the list of service providers/suppliers at the TERI, New Delhi.

I/We agree to abide by this bid from the date of opening of the **financial bid up to a period of 6 months** after the completion of the Green Olympiad or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We understand that we may be required to successfully conduct the exam (end to end) on sample data to prove our understanding of the subject and capability of execution of the project.

I/We have gone through all terms & conditions of the tender documents before submitting the same, accept the same and shall provide the best services strictly in accordance with these requirements.

I/We shall be single point of contact with TERI and solely responsible for the execution and delivery of the work.

I/We undertake that none of my/our relations or the relations of the personnel to be deployed by me/us for this work would appear in the examination for which the related work shall be conducted by the firm.

I/We undertake that I/We shall ensure confidentiality of all the database related to organize the Green Olympiad and shall not share that with anyone except TERI, failing which it shall be deemed as breach of contract and lead to termination of agreement imposing a penalty of 100% of the project cost.

I/We have primary data center with DR site infrastructure for data Security. Both the Data Centers are in India in different seismic zones. The data center is Tier III and ISO certified. Data Center and infrastructure are CERT-IN certified as per the Government of India Guidelines.

I/We undertake to communicate promptly to TERI any changes in the condition or working of the firm. It is certified that we have not been blacklisted and our EMD/Bid Security & Performance Security has not been forfeited by any organization of Government of India/Govt. of NCT of Delhi including Central Vigilance Commission (CVC) in the preceding five years up to the last date of submission of tender. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represents. We authorize TERI to approach individuals, employees, firms, and corporations to verify our competence and general reputation.

NOTE: ONLY SINGLE RATE (EXCLUSIVE OF ALL APPLICABLE TAXES) HAS BEEN QUOTED FOR ALL THE SERVICES COMBINED TOGETHER.

Yours faithfully,

Date:

Signature of witness:

Signature & Seal of the Bidder

Name & Designation of witness

Telephone No. Office:

Address:

Res.:

Mobile:

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Annexure-III


DRAFT SPECIMEN AGREEMENT

This agreement is made at (place) on (month/year) day of between TERI, Darbari Seth Block, Core 6C, India Habitat Centre, Lodhi Road, New Delhi - 110 003, India (herein after called TERI) on the first part and (name & address of the firm) (herein after called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the TERI has decided to assign a contract for outsourcing the work of organizing Green Olympiad in Offline Mode (OMR Based) on End-to-end basis/principle, to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f..... (date)..... and will remain in force for a period of one year or till the completion of entire counselling and admission process (whichever is later) but can be terminated by TERI by giving one calendar months' notice in writing of its intentions to terminate the agreement. The contract shall be extendable for another two years on annual basis on the same rates, terms and conditions in case the services provided by the firm are found to be satisfactory.
2. The firm shall be responsible for annual work contract for providing all the services as given under Scope of work in Schedule II of the tender document.
3. All personnel deployed by the firm for performance of awarded work shall always and for all purposes be deemed to be employees of the firm and the TERI shall have no liability on this account in any manner.
4. That the Firm shall ensure that all the persons deployed at TERI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
5. The TERI shall have the right to ask for removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not be deployed again without the written consent of the TERI.
6. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
7. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director General, TERI. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
8. That the firm will ensure successful implementation of the terms and conditions of the agreement through efficient planning, coordination, monitoring, controlling and supervision of the work awarded in a time bound manner maintaining utmost secrecy and confidentiality through the course of the contract.
9. In case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the TERI shall be at liberty to terminate the contract forthwith.
10. The contract is subject to the condition that the firm shall comply with all the laws and byelaws of Central Govt./ State Govt./NCT of Delhi as applicable relating to this contract.
11. In case of any loss or damage to the property of the TERI due to reasons solely attributable to the firm, full damages will be recovered from the firm as may be decided by TERI.
12. The firm shall not transfer, assign or subcontract its rights or obligations under this agreement.
13. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which the

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contract is awarded.

14. The firm shall devote its full attention to delivery of services to ensure the highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
15. If any of the phases/stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the firm and not in any way attributable to delay on part of the TERI, a penalty @1.0% of the bid value of the delayed stage of the item, per day (subject to a maximum of 10%) may be imposed and accordingly the time for the next stage be reduced by the TERI, to account for the delay.

If the delay adversely affects any phase/stage of the contract, the Bid security and Performance Security will be liable to be forfeited and other legal action would be initiated as per terms and conditions of the contract. The TERI may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Service Provider.

Moreover, if the firm does not provide any of the facilities mentioned in the tender document, the TERI may impose penalty of 10% of quoted rates (per successfully registered candidate rate) for each deficiency along with expenditure incurred by TERI on this account, after issue of written show cause notice and considering the reply of the Service Provider.

Failure of any phase/stage, including services required to be provided under that phase/stage, penalty will be 100% of the Project cost and the agency will have to submit an undertaking to this effect.

16. The terms and conditions as stipulated in the tender documents and enclosed herewith shall also be part of this agreement.
17. The payment schedule is as follows:

Details	Milestones	Percentage of payment
Advance amount		Rs 200,000
First Invoice	Completion of registration and handover of registration data	40% (after deducting the advance amount)
Second Invoice	Completion of examination material packing and dispatching. Handover of dispatch details and consignment number.	25%
Third Invoice	Completion of result preparation and dispatch of certificates. Handover of scores	35%

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE (As stipulated in Schedule II of the tender document will be applicable)

The decision of the DG, TERI shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the TERI)

Witness: -

1. _____

2. _____