

Tender Document

For

**Preparation of technical code cum manual for
commercial building coming under Energy
Conservation Building Code (ECBC) for promotion of
energy efficiency and environmental friendliness**

Tender No: EMC/CON/17/T-65



**Energy Management Centre Kerala,
Sreekariyam.P.O
Thiruvananthapuram 695 017**

Form of Tender

From

To

Sir,

I/We hereby submit tender to take up the assignment, under the annexed general conditions of contract and as per the guidelines issued, the whole of the work referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by Energy Management Centre, Kerala; at the rates quoted. The work will be delivered within the time and at the places specified by EMC.

*I/We am/are remitting/have separately remitted the required amount of Rs.....as earnest money.

Yours faithfully,

Signature

Address.....

Date.....

GENERAL CONDITIONS

1. Tender Number & Title

Tender No: EMC/CON/17/T-65

Tender Title: Preparation of technical code cum manual for commercial building coming under Energy Conservation Building Code (ECBC) for promotion of energy efficiency and environmental friendliness

2. Background

As per section 14(p) of Energy Conservation Act, 2001 (Central Act 52 of 2001) Energy Conservation Building Code (ECBC) has been released by Government of India in 2007 and the revised version of ECBC has been published in 2017. ECBC is a technical code stipulating design stage intervention in the building components viz Building Envelope, Heating Ventilation and Air Conditioning (HVAC), Lighting, Service Hot Water and Pumping and renewable Energy installation, Electrical Power & Motors and ECBC compliance & design optimization.

Section 15(a) of the Energy Conservation Act, 2001 provides State Government to notify Energy Conservation Building Codes and accordingly Kerala ECBC is notified in the State vide G.O(P) No.3/2017/PD dated 11th April 2017. An ECBC compliant building reduces 30-40% of energy intensity compared to conventional buildings. Considering the importance of this, Government of Kerala is actively considering ECBC compliance for prospective building and this calls for the need for technical code cum manual (in English and in local language (Malayalam)), booklets and posters for commercial building coming under ECBC for promotion of energy efficiency and environmental friendliness .

3. Submission of Tender/ Instruction to tenderer

The Bid shall be submitted in two parts, viz.

- Envelop I: "Technical Bid";
- Envelop II: "Financial Bid" ; and
- both the Envelops I & II to be placed and sealed inside Envelope III

The Technical and Financial tenders should be submitted in separate envelope and should be addressed to the Director, Energy Management Centre (EMC), Sreekariyam, Thiruvananthapuram-17 in a sealed cover with the tender number and title duly superscribed on the cover.

The Technical bid in Envelop I shall contain:

1. Covering letter duly signed by the authorized signatory and stamped in the letter head of the tenderer.
2. Earnest Money Deposit of Rs.5,000/- in the form of Demand Draft drawn in favour of Director, Energy Management Centre payable at Thiruvananthapuram.
3. Cost of tender form, Rs. 1,180/-in the form of Demand Draft drawn in favour of Director, Energy Management Centre payable at Thiruvananthapuram. Or receipt of cost of tender from Energy Management Centre.
4. The tender documents duly signed by authorized signatory in each page and Stamped.
5. Declaration duly signed by signatory of the tenderer in the official letter head Stating that that "tenderer has understood the scope of work (Annexure 1) and have sufficient resources such as qualified and experienced man power, material and equipment's/ instruments(if any) to carry out the scope of work.
6. The Duly filled in applicant details as per Annexure – 2
7. The tenderer shall submit duly signed Agreement in Stamp paper as per Annexure-3 by the authorized authority.
8. The duly filled in non-Performance/Litigation Format as per Annexure -5
9. Filled in check list as per Annexure – 6

The Financial bid in Envelop II :

Financial bid shall contain only the duly filled in Price Bid Format as per Appendix 4 duly signed and stamped by signatory and Covering letter duly signed by the authorized signatory and stamped in the letter head of the bidder. The price shall be quoted in figure as well as in words. This envelop should be sealed and stamped.

Contents of Envelope III

The Envelop III shall be superscribed as " Bid No : EMC/CON/17/T-65 Technical and price bid for Preparation of technical code cum manual for commercial building coming under Energy Conservation Building Code (ECBC) for promotion of energy efficiency and environmental friendliness" and shall contain sealed Envelops I & II. This envelop should be sealed and stamped and address marked as:

The Director
Energy Management Centre - Kerala.
Sreekrishna Nagar, Sreekaryam. P.O.,
Thiruvananthapuram - 695 017

Specific Instruction to Tenderers.

1. Late submissions or incomplete tender shall be rejected
2. The tender without Earnest Money Deposit shall be rejected.
3. Each tenderer should submit only one (1) tender. Any tenderer, which submits or participates in more than one bid for the work would be disqualified.
4. The tenderer shall be responsible for all the costs associated with the preparation of its bid and its participation in the bidding process. Energy Management Centre - Kerala will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.
5. The tenderer should carry out the complete scope of work in its entirety.

4. Tender Documents

The tenders should be in the prescribed form which can be obtained from EMC on payment of price Rs 1,000/- plus GST 180 (Total Rs.1,180/-).

Alternatively the tender form can be down loaded from the website www.keralaenergy.gov.in. In such cases the cost of tender form along with GST is to be paid by DD drawn in favour of Energy Management Centre-Kerala payable at Thiruvananthapuram.

The cost of tender forms once paid will not be refunded. Tenders, which are not in the prescribed form, are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

5. Tender Schedule

Intending tenderer should send their tenders so as to reach the Director, EMC, on due date and time as shown below.

Tender Sale Commences on	13 th September 2017
Tender Sale Closes on	09 th October 2017
Tender Submission date	12 th October 2017, 12 Noon
Technical Bid Opening on	12 th October 2017, 3PM at EMC

Tenders received after the specified date and time will not be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

6. Earnest Money Deposit

(i) Every tenderer should send along with his tender, an earnest money as specified in the guidelines. The amount may be paid by Demand Drafts (crossed), drawn in

favour of the Director, Energy Management Centre - Kerala, payable at Thiruvananthapuram. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned after making the agreement with the successful candidates; the EMD of the successful tenderer will be adjusted towards the security deposit that will have to be deposited for the satisfactory fulfillment of the contract. No interest shall be paid for EMD.

(ii) Wholly owned Kerala Government organizations, on furnishing proof of such registration and also furnishing certificates from the concerned Head of the Organization about the soundness, capability and reliability to undertake similar assignments/services/contracts will be exempted from furnishing earnest money deposits in support of tenders submitted by them.

7. Eligible Tenderers

Tenders may be invited from ECBC master trainers who are empanelled by Bureau of Energy Efficiency, Ministry of Power, Government of India .The tenderers/master trainers may be deemed as qualified tenderer if the following conditions are met.

1. ECBC Master Trainer of Bureau of Energy efficiency.
2. Own and operate Energy efficiency building design services. Minimum Two years post ECBC master trainer experience - submit proof.
3. They shall have been designed and completed five commercial building complying with ECBC/GRIHA/LEED(IGBC) (submit proof from the client)
4. Shall have an annual turnover of Rs. 15 Lakhs each during the last three financial years.
5. Weightage will be given for the Master Trainer's involvement in (subjected to submission of valid certified proof)
 - a. The preparation review or any other direct relevant involvement of ECBC 2007 or 2017 with BEE/GiZ-IGEN or other international body.
 - b. The assignment with any SDAs in implementation of ECBC, including documentation check/software adaption etc.
 - c. The capacity building of Central or State PWD/ULB/ UDD etc. as applicable.

8. Opening of Tender

The Technical bid will be opened on the day and time noted above, at EMC, in the presence of such of those tenderer or their nominees who may be present at that time. The nominees shall bring authorization letters signed by the authorized signatories.

If the opening day of the tender falls to be a holiday the tender shall be opened on the next working day at the same time and venue. After evaluation the financial bids of only technically qualified tenders will be opened. The date and time of giving of Financial bid will be informed later.

9. Forfeiture of EMD

If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him will be forfeited to EMC or such action taken against him as EMC think fit.

10. Validity of Tender:

The bidder shall specifically mention the period of validity of the Bid. The period validity shall not be less than 90 days as specified in the Last date of submission of Bids, and extendable, if required and sought by Energy Management Centre – Kerala, subjected to confirmation of Tenderer.

11. Time of completion

The work shall be completed within a period of 4 months from the date of execution of agreement which is reckoned on 15 days from date of acceptance of the work order. The time of completion shall not be changed unless the extension of period is ordered by agreement authority in writing on the request of contractor. EMC reserves the right of extension of time or not after taking in to consideration of occurrence of event which lead to delay in completion of work

12. Acceptance of Tenders

The final acceptance of the tenders rests entirely with the EMC, Kerala who do not bind themselves to accept the lowest or any tender. But the tenderer on their part should be prepared to carry out such portion of the assignment included in their tenders as may be allotted to them.

13. Security Deposit

(i) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to five per cent (5%) of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of earnest money deposited by him along with his tender. The amount of security may be deposited by DD in favour of Energy Management Centre payable at Thiruvananthapuram or in Fixed Deposit Receipts of any nationalized

banks endorsed in favour of the EMC. Letters of Bank Guarantee in the prescribed form for the amount of security from a Nationalized Bank will also be considered enough at the discretion of EMC. The period of validity of security deposit shall be 60 days beyond the period of completion of all contractual obligations from the date of award of work. The contractor shall extend the validity period based on the request to EMC.

(ii) If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to EMC and contract arranged elsewhere at the defaulter's risk and any loss incurred by EMC will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be canceled.

(iii) In cases where a successful tender, after having made partial completion of work fails to fulfill the contracts in full, all or any part of the work have to be completed by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to carry out the work and the loss, if any, caused to the EMC shall thereby together with such sums as may be fixed by the EMC towards damages be recovered from the defaulting tenderer. Even in cases where no alternate assignments are arranged for the work not completed, the security deposit of the defaulter shall be forfeited.

14. Returning of Security Deposit

The security deposit shall, subject to the conditions specified herein, be returned to the contractor after the satisfactory completion of the contract, but in the event of any dispute arising between the EMC and the contractor, the EMC shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is settled the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from EMC to the contractor.

15. Acceptance of Communication of Assignment

Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail penalties.

16. Authenticity of Data

In the case of assignments, technical details collected by the successful tenderer should guarantee the authenticity of the data collected from the field

17. Acceptance of Reports

EMC reserves the right to accept/reject or to modify the draft/final reports of the assignment. The tenderer shall comply to the direction of EMC in this regard and shall complete the modification/suggestion with in the time limit prescribed by EMC.

18. Mode of Payments

(i) All payments to the contractors will be made by EMC in the due course, by cheques on the District Treasury, Thiruvananthapuram or State Bank of India or Union Bank of India.

(ii) All incidental expenses incurred by EMC for making payments outside the district in which the claim arises shall be borne by the contractor.

(iii) Ordinarily payments will be made only after the completion of work as per the terms and are actually verified and certified the firms will produce stamped per-receipted invoice for release of payments (advance/Part/Final).

The Payment schedule would be linked to following milestones:

Milestones	Percentage	Cumulative	Time
Submission of Draft ECBC Manual in English and Malayalam	20	20	3 months from date of award of work
Submission of Draft Booklets and Posters	10	30	3 months from date of award of work
Presentation/review of Draft Report, booklets and posters and its acceptance	40	70	3.5 months from date of award of work
Final ECBC Manual, Booklet and posters in soft and hard copy, Submission and its acceptance	30	100	4 months from date of award of work

19. Subcontract/Outsourcing

The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the EMC who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub contractor upon such decision. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract. However for layout, artwork, printing and related specific work the tenderer can

engage professionals with intimation to Energy Management Centre –Kerala. Intimation and acceptance of EMC is not relieving the successful tenderer in meeting professional quality printed materials.

20. Insolvency or Liquidation

In case the contractor becomes insolvent or goes into liquidation, or makes or propose to make an assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the EMC to the contractor, be determined and the EMC may complete the contract in such time and manner and by such persons as the EMC shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the EMC against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to EMC by any breach of contract by the contractor shall be paid by the contractor to EMC, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

21. Events of default

Any of the following events shall constitute an event of default by contractor unless caused by force majeure event

1. Any delay occurring due to the negligence on the part of Contractor
2. Delay in time of completion
3. Non compliance with the scope of work with due diligence
4. The contractor fails to submit the security deposit with in 15days from the date of execution of agreement.
5. The contractor has failed to complete the assignment with in time of completion or extended time of completion as given in writing by EMC.
6. Contractor is in breach of any of its commitments under the agreement and has failed to cure breach with in time period specified.
7. Contractor has repudiated the agreement otherwise expressed its intention not to be bound by the agreement.
8. The contractor has been ordered for wound up by the liquidation.

22. Termination due to Events of default

(i) Without prejudice to any other right or remedy which EMC may have in respect thereof under this agreement, upon the occurrence of event of default by the contractor and the project is delayed more than 20 days, EMC be entitled to terminate this agreement the hereinafter provided, under due intimation to the Contractor.

(ii) If the EMC decides to terminate this agreement, it shall in the first instance issue a preliminary notice to the contractor. Within 15 days of receipt of the preliminary notice, the contractor shall submit to the EMC in sufficient detail, the manner in which it proposes to cure the underlying event of default. In case of non-submission of the contractor's proposal to rectify within the said period of 15 days, the EMC shall be entitled to terminate the agreement by issuing the termination notice, and to appropriate the performance security deposit.

(a) Termination Notice

If the EMC desires to terminate this agreement, it shall issue termination notice setting out

(i) In sufficient detail the underlying event of default

(ii) The termination date which shall be date occurring not earlier than the 15 days from the date of termination notice.

(iii) Any other relevant information.

(b) Obligation of the Contractor

Following issue of termination notice and cancellation of the agreement, the project facilities shall be transferred back to the EMC free from any encumbrance.

(c) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this agreement, if the contractor who has been served with the termination notice cures the underlying event of default to the satisfaction of the EMC at any time before the termination occurs, the termination notice shall be withdrawn by the EMC.

23. Governing Law & Jurisdiction

In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Courts at Thiruvananthapuram, Kerala.

24. Appropriation from Payments

Any sum of money due and payable to the contractor (including security deposit, returnable to him) under this contract may be appropriated by the Director, EMC, Kerala and set off against any claim of the EMC for the payment of a sum of money arising out of or under any other contract made by the contractor with EMC or any other person authorized by EMC. Any sum of money due and payable to the successful tenderer or contractor from EMC shall be adjusted against any sum of money due to EMC from him under any other contracts.

25. Letter and/or notice to be served

Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.

26. Revision of Rates

No representation for enhancement of rates once accepted will be considered.

27. Disqualification

Any attempt on the part of the tenderer or their agents to influence EMC in their favour by personal canvassing with the Officers concerned or in collusion with other contractors will disqualify the tenderer.

28. Acceptance of Penalty Clause

Tenderer should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in complying or failure to comply within the stipulated period.

29. Lump Sum Firm Price and Taxes & Duties

The prices quoted should clearly identify basic Lump-sum fixed price and details of all taxes, duties, cesses, etc., in percentage as well as actual amount which are or may become payable by the contractor under existing or future laws or rules of the country or origin/supply or delivery during the course of execution of the contract. The format for quoting the price is attached.

30. Special conditions if any

Special conditions, if any, of the tenderer attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the EMC.

31. Agreement

The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.100/- purchased in the Kerala State. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in

stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the EMC may exercise discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the EMC is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

32. Insurance & Safety

It is the sole responsibility of the contractor to furnish proper insurance coverage for his employees, equipments/instruments and all other properties for any possible damages/injuries that may be caused directly or indirectly during the course of assignment.

33. Liquidity Damages

The EMC will consider the time at which delay in completion has occurred and extend of losses at that time with respect to such delays will be calculated. The maximum amount of liquidity damages shall be 10 % of the contract amount or actual losses calculated for 90 days whichever is lower. If the delay exceeds more than 90 days, the contract is terminated at the risk and cost of the contractor.

34. Force Majeure

The tenderer shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the tender by an event of Force Majeure. A tenderer claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice to the Energy Management Centre disclosing the manner in and the period during which performance of its obligation is likely to be affected.

Force Majeure means Acts of God, wars or similar action affecting Kerala Civil Commotions or general strike (Excluding by its own employees) lying beyond the reasonable control.

35. Resolving Dispute

In case of dispute between Contractor and EMC, The Contractor has to give in writing within 7 days the causes for disputes. EMC shall convene a meeting to resolve the dispute acceptable to both parties. In Such cases the decision of Executive Committee of EMC shall be binding on the contractor.

36. Evaluation of Tender

The tender will be evaluated separately for technical bid and financial bill. The technical bid will be evaluated first based on the eligibility of the tenderer and scope of work as attached in Annexure-1. The financial bid of only technically qualified bidders shall be opened. The tenderer who qualifies the technical bid and has quoted lowest financial bid shall be given the work.

Annexure 1

Terms of Reference:

Item 1: Preparation of technical code cum manual for commercial building coming under ECBC for promotion of energy efficiency and environmental friendliness.

Item 2: Conversion of ECBC modules and facts into local language.

Item 3: Charts and Posters depicting ECBC facts.

Scope of Work:

Item 1:

- As a preface the historical trend in energy efficiency consideration of commercial building and solar passive architecture shall be given as applicable to the geo climatic condition of Kerala.
- Technical code cum manual shall comprehensively narrate with technical tables, charts, relation, equations and all building components to comply with ECBC.
- Computation of energy efficiency in terms of Energy Performance Index shall be illustrated as case study in comparison with normal buildings including techno economics.
- Environmental friendliness of ECBC compliant building shall be quantifiably explained (Emission reduction, Renewable Energy Integration etc.) and Inter relation of ECBC with other Building ratings viz GRIHA, LEED etc.
- Potential for retrofitting existing building as per the guidelines of ECBC shall be undertaken in the study and a template for incorporating such measures shall be prepared for the benefit of existing commercial building as well as public/Government building

Item 2:

- This need not be the entire ECBC but all key aspects of ECBC shall be covered comprehensively so that representative of all stakeholders can technically understand about ECBC 2006, ECBC 2017 and Kerala ECBC.
- Color Soft copy with high quality charts and figures in editable and printable format shall be provided.
- Colour hardcopy of the manual (Booklet size: 18 x 24 cm) – 3 sets

Item 3:

- Booklets
 - Contents

- Brief summary of ECBC.
- Building components explained briefly.
- Compliance check briefly explained.
- Shall include pictures and bullet points.
- Maximum 15 pages.
- Three hard copy
- High quality Colour Soft copy in editable and printable format shall be provided.
- Size: 5.5"x8.5"
- Posters
 - What is ECBC?
 - Significance of components.
 - Comparison with other rating systems (LEED/GRIHA).
 - Maximum 10 numbers.
 - High quality Colour Soft copy in editable and printable format shall be provided.
 - Size: 22"x28".

Deliverables:

1. Technical code cum manual for commercial building coming under ECBC for promotion of energy efficiency and environmental friendliness in soft copy and hard copy as per the scope.
2. Technical code cum manual for commercial building coming under ECBC in local language in soft copy and hard copy as per the scope.
3. Booklets and Posters in soft copy and hard copy as per the scope.

Project Duration

- Four months from date of award of work.

Annexure 2

Technical Bid

Details of Applicant

1. Name of Organization/firm /consultancy (Attach copy Registration certificate)			
2. BEE certified master trainer (tick appropriate)	Yes/No years of experience as master trainer (If yes attach proof and No of years Of experience as Master trainers)		
3. Experience in energy efficiency building design (ECBC/GRIHA/LEED(IGBC)	(attach details)		
4. Designed and completed five commercial building complying with ECBC/GRIHA/LEED(IGBC)	Yes/NO (If Yes attach proof from clients)		
5. Annual Turnover for the last three financial years (Attach copy of Annual Report/ Audited Accounts/ Income Tax Returns)	2014-15	2015-16	2016-17
6. Total years in building design business	-----Years		

<p>7. Address (Postal)</p> <p>Telephone/s (with STD code): Fax No. email ID URL (website /blog)</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>8. Name of the owner and contact details</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p>Tele/Fax/Email:</p>
<p>9. Details of Resources/manpower owned by company. (Attach CV of those who will be associated with this work)</p>	
<p>10. Direct or Indirect Involvement in preparation /review of ECBC 2007 or 2017 with BEE/GiZ-IGEN or other international body. (Submit proof)</p>	
<p>11. Any assignment with any SDAs in implementation of ECBC, including documentation check/ simulation etc. (Submit proof)</p>	
<p>12. Details of similar work carried out. if any (attach proof from client)</p>	
<p>13. Details and type of ECBC capacity building programmes for Architects, Engineers of Central or State PWD as faculty. (attach details)</p>	

14. PAN Number	
15. Service tax/ GST Registration number	

Signature: _____

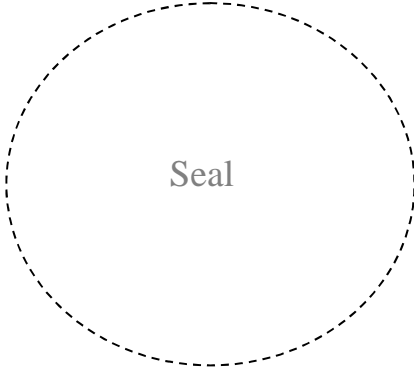
Name: _____

Designation: _____

Company/Firm: _____

Place: _____

Date: _____



Annexure 3

Agreement

(To be submitted along with the tender in stamp paper worth Rs.100/-)

Articles of agreement executed on this the..... day of
.....Two thousand.....BETWEEN the
EMC (hereinafter referred to as EMC) of the one part and
Shri.....
.....
.....
.....
.....
(Name and address of the tenderer). (hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification
No.....dated..... the bounden has submitted to the EMC a
tender for the specified
therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the EMC a sum of
Rs.....as earnest money for execution of an
agreement undertaking the due fulfilment of the contract in case his tender is accepted by the EMC
Now THREE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the EMC and the contract
for.....is awarded to the bounden, the bounden
shall within.....days of acceptance of his tender execute an
agreement with the EMC incorporating all the terms and conditions under which the Government
accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms
and conditions governing the contract, the EMC shall have power and authority to recover from the
Bounden any loss or damage caused to the EMC by such breach as may be determined by the EMC
by appropriating the earnest money deposited by the bounden and if the earnest money is found to
be inadequate the deficit amount may be recovered from the bounden and his properties movable
and immovable in the manner hereinafter contained.

3. All sums found due to the EMC under or by virtue of this agreement shall be recoverable
from the bounden and his properties movable and immovable under the provisions of the Revenue
Recovery Act for the time being in force as though such sums are arrears of land revenue and in such
other manner as the EMC may deem fit.

In witness whereof ----- (name and designation) for
and on behalf of the EMC and -----the bounden have here unto set
their hands the day and year shown against respective signatures.

Signed by------(date)-----in the presence
of

Witness:

- 1-----
- 2-----

Signed by ------(date)-----in the presence
of witness.

- 1-----
- 2-----

Annexure 4

FINANCIAL BID

Sl.No	Name of the Unit	Basic rate (Rs.)	Tax rates	Total (Inclusive of basic rate and taxes) (Rs.)
1.	Preparation of technical code cum manual for commercial building coming under ECBC for promotion of energy efficiency and environmental friendliness.			
2.	Conversion of ECBC modules and facts into local language.			
3.	Charts and Posters depicting ECBC facts.			
	Total			

Signature: _____

Name: _____

Designation: _____

Company/Firm: _____

Place: _____

Date: _____

SEAL

Note:

- The rates along with taxes are to be quoted as per the format above

Annexure 5

Declaration letter for non-performance/litigation.

Declaration Letter on official letter head stating the following:

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. We are not black-listed by any Central / State Government / Public Sector Undertaking in India

Witness

Consultant

Signature:

Signature:

Name:

Name:

Address:

Address:

Date:

Date:

Annexure 6

Check list of documents to be submitted along with the tender

Sl No	Particulars	Complied	Page no/flag
1.	Bank draft for Rs.----- or original money receipt issued by EMC as proof of purchase of tender document		
2.	Bank draft for Rs.----- as EMD		
3.	Covering letter duly signed and stamped by the tenderer.		
4.	Under taking duly signed and stamped by the tenderer		
5.	Duly signed and stamped <u>Annexure 1</u> that contains terms of reference, scope of work , deliverables and project duration		
6.	Duly filled and signed and stamped <u>Annexure 2</u> i.e. details of applicant		
7.	Duly filled and signed and stamped <u>Annexure 3</u>		
8.	Duly filled and signed and stamped <u>Annexure 4</u> financial tender.		
9.	Duly filled and signed and stamped <u>Annexure 5</u> ie declaration for non-performance /litigation		
10.	Tender document duly signed and stamped at the bottom of each page		