



## **SECTION VII - BIDDER RESPONSE SHEETS & ANNEXURES**

**REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR:**


**GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE**

**AND**

**GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE**


**RFP NO.: TeCL/CC/PSS/2026-27/03**

Issued by  
Terra Clean Limited  
(Procurement & Contracts Section)  
10<sup>th</sup> floor, Office Block 2, NBCC Commercial Complex, East Kidwai Nagar  
New Delhi - 110 023

Bid No:	TeCL/CC/PSS/2026-27/03
 <b>TERRA</b> Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM, INCLUDING 5 YEARS OF COMPREHENSIVE O&M


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### Annexure (Technical) -Bidder Response Sheets (BRS)

*(Bidders are required to fill all annexures, formats, declarations, and undertakings and submit them along with the Techno-Commercial Bid. If any declarations are not applicable, bidders should strike them out, mark them as "Not Applicable," and still include them in the submission)*

### BRS -1 - Technical Pre-Qualification Criteria

(On company's/firm's letterhead)


Table 1: Details of NIT- PQC 11.2

SN	Work Description	Project Name	Name of Customer / Client and Location of Project	Date of Award Of Work	Date of Completion
<b>Group A:</b>					
1.					
2.					
<b>Group B:</b>					
1.					
2.					

Date:

Notes:

1. Bidder to fill details of work as per NIT Clause 11.2 in the above table. Documentary evidence would have to be provided for each of the above-mentioned details as per Notes for NIT Clause no. 11.2.
2. Name of the firm M/s.....who meets the requirement of NIT clause 11.2
3. In case, bidder is claiming credentials of parent/group company for meeting any of the PQC, then in that case bidder need to submit the undertaking.

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## BRS - 2 - Criteria for Evaluation (Financial) - Annual Turn Over

(On company's/firm's letterhead)

Details of the bidder's annual turnover for the preceding three (03) financial years as on date of techno commercial bid opening:

S No	Financial Year	Annual Turnover (₹)
1.		
2.		
3.		

Signature & Seal of Authorized signatory

Name:


Place:

Date:

Notes:

Notes:

1. The information supplied should illustrate the Annual Turnover of the bidder.
2. Supporting documentary evidence as per Notes for NIT Clause no 11.1 to be submitted by the bidder.
3. Copies of Net Worth, Audited Balance Sheet and Profit & Loss Statement duly certified by an Independent Auditor/Statutory Auditor with his stamp to be submitted.
4. Name of the firm M/s.....who meets the requirement of NIT clause 11.1

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## APPENDIX-A TO BRS-1

### FORM OF UNDERTAKING BY BIDDER AND THE AFFILIATE FIRM

JOINT UNDERTAKING BY THE INDIAN BIDDER AND THE AFFILIATE FIRM(FIRM) FOR “REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR

GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE


AND

GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE ”, IN WHICH THE FIRM AND THE BIDDER ARE JOINTLY AND SEVERLY LIABLE TO THE OWNER FOR THE COMPLETE PERFORMANCE OF CONTRACT.

We, M/s ..... a Company incorporated under the..... having its Registered Office at ..... (The Firm) and M/s ..... a company incorporated under the ..... having its registered office at.....(The Bidder)jointly undertake the following on .....day of..... for the work of “REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE AND GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE ” to Terra Clean Ltd (A wholly owned subsidiary of IndianOil Corporation Ltd.) company incorporated in India and having its registered office at NBCC Commercial Space, 10th Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023. Terra Clean Ltd. has invited bids for REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE AND GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE vide its Bid Document No. xxxxxxxx.

M/s ..... (Bidder) is submitting its proposal in response to the aforesaid Invitation for REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE AND GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE against Bidding Document No. xxxxx.

In case of the Award of the Contract by the Owner to the Bidder, we the Bidder and the Firm undertake that we shall be jointly and severally responsible to the Owner for the complete performance of Contract.

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In case of any breach of the Contract (in case of award) committed by the Bidder, we the Firm undertake and confirm that we shall be fully responsible for the complete performance of Contract (in case of award) and undertake to carry out all the obligations and responsibilities under this joint Undertaking in order to discharge the Bidder's obligation and responsibilities as stipulated in the contract.

The Bidder and the Firm will be fully responsible for the quality of all the equipment manufactured at their works or at their Vendors works or construction at site, and their repair or replacement, if necessary and timely delivery to meet the completion schedule under the Contract (in case of award).

We, the Bidder and the Firm agree that this undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this undertaking shall continue to be enforceable till the successful completion of Contract and till the Owner discharge it.

This Joint Undertaking shall be operative from the effective date of the Contract until ninety (90) days beyond the Defect Liability Period.


For M/s .....  
(The Firm)

.....  
(Signature of the authorised representative)  
Name : .....  
Designation : .....  
Common Seal of the Company  
.....

For M/s.....  
(Bidder)

.....  
(Signature of the authorised representative)  
Name : .....  
Designation : .....  
Common Seal of the Company  
.....

Note: Power of Attorney of the Persons Signing on behalf of the Firm and Bidder is to be furnished by the Bidder and to be attached with this signed Joint Undertaking.

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### Annexure (Commercial)

*(Bidders are required to fill all annexures, formats, declarations, and undertakings and submit them along with the Techno-Commercial Bid. If any declarations are not applicable, bidders should strike them out, mark them as "Not Applicable," and still include them in the submission)*

### Annexure 1 - CONTRACT AGREEMENT

#### CONTRACT NO.

THIS CONTRACT made at New Delhi this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ BETWEEN M/s TERRA CLEAN LIMITED, a wholly owned subsidiary of Indian Oil Corporation Limited, having its Registered Office at NBCC Commercial Space, 10th Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023 (India) (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the ONE PART

AND

M/s \_\_\_\_\_ a Company registered in India under \_\_\_\_\_ (the Indian Companies Act\_\_\_\_) and having its registered office at \_\_\_\_\_ (hereinafter referred to/as collectively referred to as the "CONTRACTOR" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the OTHER PART:

#### WHEREAS

The OWNER desires to have executed the work of " \_\_\_\_\_ " (TENDER NO.: \_\_\_\_\_, E-TENDER ID: \_\_\_\_\_) more specifically mentioned and described in the contract documents (hereinafter called the "WORK" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.


NOW, THEREFORE, THIS CONTRACT WITNESSETH as follows:

### ARTICLE - 1 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract documents, namely:

- This Contract.
- Tender Documents as defined in the General Instructions to the Tenderers along with Addendums/ Corrigendums (if any).
- Letter of Acceptance of Tender (Letter of Acceptance No. .... dtd. ....)
- Other details/documents (if any).



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1.2 A list of the Tender Documents is annexed hereto as Annexure-A while a copy of the Letter of Acceptance of Tender along with annexure thereto are annexed hereto and said copies have been collectively marked as Annexure-B.

1.3 The Tender Documents mentioned in Annexure-A are available in electronic form at the e-Tender portal under the subject TENDER NO. : \_\_\_\_\_, E-TENDER ID: \_\_\_\_\_, these Tender Documents are an integral and valid part of the present Contract.

## ARTICLE - 2 WORK TO BE PERFORMED

2.1 The CONTRACTOR shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

## ARTICLE - 3 COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.


## ARTICLE - 4 JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at New Delhi (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

4.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Authorities inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8th December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

## ARTICLE - 5 ENTIRE CONTRACT

5.1 The Contract documents mentioned in Article - 1 hereof, irrespective of whether they are available or executed electronically or physically, embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

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## ARTICLE - 6 NOTICES

6.1 Subject to any provisions in the Contract documents to the contrary, any notice, or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at \_\_\_\_\_ or to the CONTRACTOR's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

## ARTICLE-7 WAIVER

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at all time to enforce such right, remedy, obligation or liability, as the case may be.


## ARTICLE-8

### NON-ASSIGNABILITY


8.1 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate, the place, day and year first above written.

SIGNED AND DELIVERED  For and on behalf of	SIGNED AND DELIVERED  For and on behalf of
M/s _____	M/s TERRA CLEAN LIMITED

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By.....	By.....
In the presence of	In the presence of
1.	1.
2.	2.

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## Annexure 2 - FORM OF TENDER

To,  
Terra Clean Limited  
NBCC Commercial Space,  
10th Floor, Tower- 2, Kidwai Nagar,  
Sarojini Nagar, South-West Delhi,  
Delhi - 110023 (India)

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, Specifications, Plans, Drawings, Time Schedule, Form of Contract, Form of Schedule of Rates, other constituents of tender document and all corrigendum(s)/addendum(s) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Terra Clean Limited relative to the work tendered for in connection with the name of the job and Tender Number referred above and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by TeCL, by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the scheduled date of opening of Tenders as specified in the General Instructions to Tenderers/ Instructions to Bidders (ITB) forming part of the Tender Documents.

I/We hereby further state that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of TeCL/IOCL, during the period of 2 (two) years immediately preceding the date hereof.


OR

I/We hereby declare that I/Shri \_\_\_\_\_ one of our partners (in the case of partnership firm/Directors in the case of a Company) was employed as a Director in TeCL/IOCL, during the period of 2 (two) years immediately preceding the date hereof and that I/Shri have/has obtained previous permission of Terra Clean Limited to make this tender.

OR

I/We hereby declare that Shri \_\_\_\_\_ one of our partners, is related to Shri \_\_\_\_\_ who was employed as a Director in TeCL/IOCL during the preceding 2 (two) years as follows: \_\_\_\_\_

I/We have annexed to this Bid the following documents:

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- (i) Filled in Schedule of Rates in the prescribed form.
- (ii) Earnest Money amounting to and in the manner specified in these Instructions to Bidders.
- (iii) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR Copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.
- (iv) Audited Balance Sheets of the last 3 (three) years.
- (v) Form of Tender. If the tender is called in 2 (two) separate parts, the tenders in the relevant Form of Tender as prescribed shall be submitted with respect to each part.
- (vi) Information regarding tenderer in the form annexed to the Form of Tender.
- (vii) Tenderer's past experience of comparable nature in the prescribed form accompanied by documents supporting the successful completion of claimed works / projects.
- (viii) Information regarding construction, organization and equipment
- (ix) Declaration of Blacklisting in the prescribed form.
- (x) Declaration on Child Labour in the prescribed form.
- (xi) Such other information as required from the tenderer


I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, without prejudice to any other right or remedy available to the Corporation, the same may be construed to be a misrepresentation entitling Terra Clean Limited to avoid any resultant contract.

If the work or any part thereof is awarded to me/us, I/ We undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10 (ten) days of receipt of acceptance of Tender to pay to and/or deposit with the Finance Officer, TeCL, a sum which together with the amount of earnest money deposited by me/us in terms hereof, shall make it equivalent to the Security Deposit amount as per tender conditions, by any one or more of the modes of payments specified in this behalf in the tender conditions, and to commence work at each job site(s) involved within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign the formal Contract in the terms of the form of contract forming part of Tender Documents, within 10 (ten) days of receipt of Letter of Acceptance from and on behalf of TeCL, in this behalf failing which TeCL, shall be at liberty, without reference to me/us and without prejudice to any of its rights or remedies, to terminate the Contract and/or to forfeit the earnest money deposited in terms hereof

I/ We declare hereby that I/ We (Bidder) am/are submitting only one bid for this tender and has not made any other bid or multiple bid.

Note: As per following, the submitted bids shall be considered as multiple bids.

- (i) A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
- (ii) A company shall for this purpose include any artificial person whether constituted under the

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laws of Indian or of any other country.

- (iii) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- (iv) A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the Earnest Money Deposit (if applicable)s for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids

I/We further undertake as and when called upon by Terra Clean Limited to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited submitted Bid Security Declaration/ EMD of ₹. \_\_\_\_ as applicable .

(Signature(s) of the Tenderer(s))


Name & Designation of authorized person signing the  
Tender on behalf of the Tenderer(s)  
Full Name and address of the Bidder(s)

Witness:

Signature :

Name:


Occupation:

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### Annexure 3 - COMPANY DETAILS


Tender No.:  
Name of the Work/Job:  
Name of the Bidder:

Sr.No.	Description	Information Provided by the bidder
1	Full Legal Name of Bidder's Company	
	Country of Registration	
	Registered Office Address	
	Telephone Number	
	Email Address	
2	Quoting Office	
	Postal Address	
	Contact Person Name & Designation	
	Email ID	
	Telephone & Mobile Number	
3	Legal Status of the Bidder	
5	Date of Registration of Company, if applicable	
6	Copies of the audited Profit & Loss Account Statement of the Last three years submitted	
7	Power of Attorney for signing of Tender and Contact Details	
a)	Name & Designation	
b)	Email ID	
c)	Telephone & Mobile Number	

Bid No:	TeCL/CC/PSS/2026-27/03
 <b>TERRA</b> <i>Clean Ltd.</i> <small>A Wholly Owned Subsidiary of IOC</small>	REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

Sr.No.	Description	Information Provided by the bidder	
8	Contact Person at Delhi NCR, If Any		
a)	Contact Person Name & Designation:		
b)	Email ID		
c)	Telephone & Mobile Number		
9	Declaration regarding bidder category (for claiming preferential purchase or any other benefit / relaxation to MSE /Start-up entity, if applicable as per tender conditions).	Bidders claiming for benefits in this category, if applicable as per tender, shall submit supporting documents in Technical Bid along with other statutory documents failing which the declaration provided below shall be ignored i.e. Shall be considered as invalid.	
	a) Whether bidder is a Micro or Small Enterprise (MSE)		
	b) If yes, please select whether SC /ST		
	c) If yes, please select whether in Women Entrepreneur category		
	d) Specify details of MSE certificate with UAN and validity date		
	e) Whether bidder is a start-up entity		
	f) If yes, please provide DIPP Registration number and validity date		
Bidder is requested to quote as below:			
1.0	GSTIN registration number from which Invoice will be generated		
1.1	Vendor code linked with GSTIN (as per 1.0)		
2.0	Particulars	As per TeCL	As per Bidder
2.1	Applicable Service Category (for GST purposes)	General Construction services of Power Plants and its related infrastructure	
2.2	Applicable % of GST	18%	




Bid No:	TeCL/CC/PSS/2026-27/03
 <b>TERRA</b> <i>Clean Ltd.</i> <small>A Wholly Owned Subsidiary of IOC</small>	REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

Sr.No.	Description	Information Provided by the bidder	
2.3	Service Accounting Code (SAC) for selected Service Category	995426	
3.0	<b>Kindly confirm: Yes or No:</b>		
3.1	Whether Service Covered under Reverse Charge (RCM)? [At present Services of GTA, Legal and Sponsorship, among others, are covered under GST Laws]	No	
3.2	Whether the bidder is exempted from registration under GST (Turnover of less than Rs 20 Lacs/10 Lacs in case of special category States)		
3.3	Whether Bidder is under Composition Scheme as defined under section 10 of CGST Act, 2017?		

Note: In case the bidder seeks any deviation w.r.t. category of service, Service Accounting Code (SAC) and GST rate as pre-determined by TeCL, Bidder should provide the details with proper justification. Otherwise it will be construed that the bidder is agreeing with the TeCL declaration.

Declaration: I/We hereby confirm that, if subject tender job is awarded to my/our firm, Work Order/LOA issued would be in GSTIN & Vendor Code mentioned in point 1.0 and 1.1 above. I/We shall not request TeCL to change the Vendor Code once the Work Order/LOA has been issued to us. I/We hereby also confirm that I/We am/are regularly filing GST Returns with NIL Default.

(Signature(s) of the Tenderer(s))  
Name & Designation of authorized person signing the  
Tender on behalf of the Tenderer(s)  
Full Name and address of the Bidder(s)

Bid No:	TeCL/CC/PSS/2026-27/03
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#### Annexure 4 - LETTER OF WAIVER

We, \_\_\_\_\_, hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the tender documents of Tender No. \_\_\_\_\_ and all Addenda / Corrigenda issued by Terra Clean Limited,

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto hereto before set out, given or indicated in our offer, clarifications, correspondences, communications, or otherwise with a view that the price bid submitted may be treated to conform in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda.

We further hereby confirm that the prices quoted in the price bid are as per the provisions of the tender document and there is no deviation to the provisions in the price bid.


(Signature(s) of the Tenderer(s))  
Name & Designation of authorized person signing the  
Tender on behalf of the Tenderer(s)  
Full Name and address of the Bidder(s)

Witness:

Signature :

Name:

Occupation:

Bid No:	TeCL/CC/PSS/2026-27/03
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#### Annexure 5 - DECLARATION BY THE BIDDER REGARDING RELATIONSHIP WITH TeCL/IOCL DIRECTOR


SL. NO.	DESCRIPTION	PLEASE SELECT (YES / NO / NOT APPLICABLE)	SPECIFY DETAILS IF "YES" IS SELECTED
1	<b>In case of Proprietorship entity:</b> Whether proprietor is a Director or is related to any Director of TeCL/IOCL present or retired within the past 2 years.		
2	<b>In case of Partnership Firm:</b> Whether any partner or member of the firm is a Director or is related to any Director of TeCL/IOCL present or retired within the last two years.		
3	<b>In case of Company:</b> Whether any of the Directors of the Company is a Director or is related to any Director of TeCL/IOCL present or retired within past two years.		

Note :

If no information is furnished or the sheet is left blank it will be treated as the bidder has submitted his offer with the declaration as "NO / NIL / NOT APPLICABLE" against all the three rows mentioned above. Further Selection of both ""NO & NOT APPLICABLE"" will be treated as the bidder is confirming NO in the specific row applicable to them.

(Seal & Signature(s) of the Tenderer(s))

Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)


Bid No:	TeCL/CC/PSS/2026-27/03
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#### Annexure 6 - UNDERTAKING OF NON-TAMPERING OF DATA

I/We have downloaded the tender form from the Electronic Tender portal <https://etenders.gov.in/eprocure/app>. I/ we declare that none of the electronic documents have been tampered with. In case of tampering of electronic documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to TeCL. I / we further undertake and confirm that all the documents submitted by us along with the bid are true and genuine to the best of our knowledge and belief. In case at any time, any document / information furnished by us are found to be forged / false / fabricated / misleading, we shall be solely liable for any legal consequences, penal actions including holiday listing by TeCL.

**(Seal & Signature(s) of the Tenderer(s))**

**Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)**

Bid No:	TeCL/CC/PSS/2026-27/03
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## Annexure 7 - PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING

### **In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Terra Clean Limited or Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), nor any inquiry is pending by Terra Clean Limited or Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below::

Is there any blacklisting or holiday listing, and /or pending inquiry: YES/NO (Select one option)

Details in case of blacklisting or holiday listing, and /or pending inquiry: To be attached

### **In the case of a Partnership Firm:**

We hereby declare that neither we, M/s. \_\_\_\_\_, which is submitting the accompanying Bid/Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently, are placed on any blacklist or holiday list declared by Terra Clean Limited or Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Terra Clean Limited or Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

Is there any blacklisting or holiday listing, and /or pending inquiry : YES/NO (Select one option)

Details in case of blacklisting or holiday listing, and /or pending inquiry: To be attached


### **In the case of Company:**

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Terra Clean Limited or Indian Oil Corporation Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Terra Clean Limited or Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

Is there any blacklisting or holiday listing, and /or pending inquiry : YES/NO (Select one option)

Details in case of blacklisting or holiday listing, and /or pending inquiry: To be attached

### **In the case of Consortium:**

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We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist declared by Terra Clean Limited or Indian Oil Corporation Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Terra Clean Limited or Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:


Is there any blacklisting or holiday listing, and /or pending inquiry : YES/NO (Select one option)

Details in case of blacklisting or holiday listing, and /or pending inquiry: To be attached

It is understood that if this declaration is found to be false in any particular, TeCL shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to TeCL/IOCL

**(Seal & Signature(s) of the Tenderer(s))**

**Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)**

Bid No:	TeCL/CC/PSS/2026-27/03
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### Annexure 8 - FORMAT FOR ADVICE OF VENDOR BANK DETAILS


To

Terra Clean Limited,

Dear Sir,


With reference to the P.O /W.O./Contract awarded to us by TeCL in reference of tender Ref No. \_\_\_\_\_ dated \_\_\_\_\_, we hereby give our consent to accept the related payments of our claims/bills on TeCL through Cheques or Internet based online E-payments system at the sole discretion of TeCL. Our Bank account details for the said purpose are as under:

Vendor Mandate Form	
Name of the Vendor	
Address of the Vendor	
Pincode	
City	
State	
GST No.	
PAN	
Vendor Legal Status (Partnership/Company/Proprietorship etc)	
Bank Account Number	
Bank IFSC	
Bank Address	
Mobile Number	
E-mail-id	
MSME Status	
Udhyam Registration Number, mention NA if not applicable	
<p><i>Instructions: Attach clear copies of the following: (1) PAN Card, (2) GST (3) Certificate of Incorporation (COI), (4) Cancelled Cheque. Ensure the Bank IFSC and account details match the cheque/certificate. (5) Udhyam Registration Certificate</i></p>	
Attachment Checklist	
Copy of PAN Card	
GST Certificate	
Certificate of Incorporation (COI)/LLP Registration etc	

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Cancelled Cheque	
Udhyam Registration Certificate	
<p><b>Declaration:</b> We certify that the information provided above is true and correct to the best of our knowledge.</p>	
Authorized Signatory (Vendor)	Date



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### Annexure 9 - UNDERTAKING OF NON-ENGAGEMENT OF CHILD LABOUR

We are committed for elimination of child labour in all forms.

Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provision of The Child Labour (Prohibition & Regulation) Act, 1986 and other applicable laws.


We as well as our sub contractor(s) undertake to fully comply with provisions of the child labour (Prohibition & Regulation) Act, 1986 and other applicable laws, in case the work is awarded to us.

It is understood that if I/We, either before award of during execution of contract, commit a transgression through a violation of above or any other form, such as to put my /our reliability in question, the owner is entailed to disqualify us from the tender process or terminate the contract, if already executed or exclude me /us from future contract award process. The imposition and duration of exclusion will be determined by the severity of transgression and determined by the owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the owner.

I/we accept to undertake to respect and uphold the owner's absolute right to resort to impose such exclusion.

**(Seal & Signature(s) of the Tenderer(s))**

**Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)**

Bid No:	TeCL/CC/PSS/2026-27/03
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#### Annexure 10 - DECLARATION REGARDING ACCEPTANCE OF TENDER DOCUMENT


I/ we confirm that we have quoted the rates in the tender considering Inter-alia the following documents, as applicable, for the subject tender:

1. Price bid (BoQ) sheets & Schedule of Rates
2. Techno-Commercial Bid Document
3. General Conditions of Contract (GCC), Other Conditions of Contract and other sections
4. PPE Guidelines
5. Addendum / Corrigendum (if any)
6. All other attachments, drawings, specifications etc. which are part of the tender document.

I/we hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all documents mentioned above and all corrigendum/addendum issued. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum and minutes of the pre-bid meeting, if any. In the event of award of contract to us, the complete tender document along with addendum /corrigendum, if any as uploaded by Terra Clean Limited at e- tender portal under the subject referring to the above-mentioned tender number shall be considered for constitution of Contract Agreement.

**(Seal & Signature(s) of the Tenderer(s))**

**Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)**

Bid No:	TeCL/CC/PSS/2026-27/03
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## Annexure 11 - UNDERTAKING FORMAT - LAND BORDER SHARING

*(To be submitted on Company Letterhead)*

To,  
Terra Clean Limited,  
NBCC Commercial Space,  
10th Floor, Tower- 2, Kidwai Nagar,  
Sarojini Nagar, South-West Delhi,  
Delhi - 110023 (India)

Dear Sirs,

### A. Model Certificate for Tenderers:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares the land border with India; we certify that, bidder M/s\_\_\_\_\_ (**Name of Bidder**) is:

- i) Not from such a country [       ]
- ii) If from such a country, has been registered [       ]  
with the Competent Authority.


I hereby certify that bidder fulfils all the requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

(Bidder is to tick appropriate option (□ or x) above).

### B. Model Certificate for Tenderers for work involving possibility of sub-contracting:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares the land border with India and on sub-contracting to contractors from such countries; we hereby certify that bidder M/s\_\_\_\_\_ (**Name of Bidder**) is

- i) Not from such a country [       ]

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- ii) if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. [    ]

I hereby certify that bidder fulfils all the requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

(Bidder is to tick appropriate option (□ or x) above).

(Signature(s) of the Tenderer(s)) Name & Designation of the authorized person signing the Tender on behalf of the Tenderer (s)

Full Name and address of the Bidder(s)

Bid No:	TeCL/CC/PSS/2026-27/03
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#### Annexure 12 - FORMAT FOR VENDOR PF AND ESI

To,  
Terra Clean Limited,  
NBCC Commercial Space,  
10th Floor, Tower- 2, Kidwai Nagar,  
Sarojini Nagar, South-West Delhi,  
Delhi - 110023 (India)

Dear Sir,


We hereby confirm that the below mentioned PF Account and ESI account is under operation presently and shall be used for all PF or ESI-related activities respectively for the labour engaged by us in the present work (if awarded to us).

Sl. No.	Particulars	Details
1	PF Registration No.	
2	District & State of PF registration	
3	CIN No.:	
4	ESI registration No.:	
5	District & State of ESI Registration	

A Copy of PF, ESI duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed.  
(Encl: copies of PF, ESI)

(Seal & Signature(s) of the Tenderer(s))

Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)

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### Annexure 13- FORM OF COMPOSITE BANK GUARANTEE

BG No-----

Date-----

Valid Upto-----

Terra Clean Limited


Dear Sir,

1. In consideration of the Terra Clean Limited having its Registered Office at Mumbai (hereinafter called "The Owner" which expression shall include its successors and assigns) has awarded M/s \_\_\_\_\_ (hereinafter called "The Contractor" which expression shall include its successors and assigns) the work of " \_\_\_\_\_ " in terms of a contract as constituted by Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Owner to the Contractor (hereinafter called "The Contract" which expression include any formal contract entered in to between the Owner & the Contractor in super session of the said Purchase Order and/or all the amendments and/or modifications of the Purchase Order).

AND WHEREAS the Owner has agreed to advance to the Contractor, at his request, a sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (hereinafter called "the said Advance" to the Contractor as financial assistance under the Contract on the condition, inter-alia, that the said Advance together with interest thereon at the rate of \_\_\_\_% ( percent) per annum on the amount of the said Advance for the time being outstanding shall without prejudice to any other mode of recovery available to the Owner be recoverable by the Owner by deduction from the gross accepted amount of any Running Account Bills and the Final Bill of the Contractor commencing from the first Running Account Bill of the Contractor, and meanwhile, the said Advance shall be secured by a Bank Guarantee the details of which are mentioned below.

AND WHEREAS the Contractor is also required to furnish a Bank Guarantee in lieu of cash deposit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards security deposit (hereinafter referred to as the "Security Deposit") valid up to 3 (three) months beyond the expiry of the Defect Liability Period.

AND WHEREAS the Owner has agreed to accept a single undertaking from Bank to cover both the said Advance and the Security Deposit. We \_\_\_\_\_ (details of the Bank issuing BG) (hereinafter referred to as "The Bank" at the request of the Contractor do hereby under take to pay to the Owner an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Owner by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the agreement.


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2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) / Supplier(s) / - Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_
3. We undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / - Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / - Seller(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office / department at \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / - Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (indicate the name of Bank) further agree with the Owner that the owner shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / - Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said Contractor(s) / Supplier(s) / - Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have affect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s) / - Seller(s).
7. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Owner in writing.

Place:

Date:

Yours faithfully

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For \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_


Name of the Branch \_\_\_\_\_

#### NOTE

- 1) This Guarantee/Undertaking is not to be witnessed.
- 2) This Guarantee is required to be stamped as an agreement according to the stamp duty act.

\*\*\*\*



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#### Annexure 14 - EXCEPTIONS AND DEVIATIONS

SL. NO.	PAGE NO. OF BID DOCUMENT	CLAUSE NO.	SUBJECT	DEVIATIONS

1. Bidder to note that any deviation to the Tender may render the offer liable for rejection.
2. Bidder to fill the above format with “Nil” Deviation’.
3. Any exceptions/ deviations brought out elsewhere in the bid shall not be construed as valid.

Name of the Bidder : \_\_\_\_\_

Signature of the bidder with stamp : \_\_\_\_\_

Bid No:	TeCL/CC/PSS/2026-27/03
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**Annexure 15 - PERFORMA FOR DECLARATION ON PROCEEDING UNDER INSOLVENCY AND  
BANKRUPTCY CODE, 2016 (IBC)**

I / We, declare that I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

Note:


It is understood that if this declaration is found to be false, Terra Clean Limited shall have the right to reject my/our bid, and forfeit the EMD, if any. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Terra Clean Limited.

In case the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date then details of the same to be provided by the bidder.

Non-submission of the above declaration may lead to the rejection of offer.

**(Seal & Signature(s) of the Tenderer(s))**

**Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)**

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## Annexure 16 - PERFORMA FOR DECLARATION ON INSIDER TRADING PREVENTION


I/We, M/s. \_\_\_\_\_ declare that:

The organization shall undertake that its employees & their immediate relatives, agents, sub-contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and Terra Clean Limited shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

It is understood that if this declaration is found to be false, Terra Clean Limited shall have the right to reject my/our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for terminate without prejudice to any other right or remedy (including holiday listing) available to Terra Clean Limited.

**(Seal & Signature(s) of the Tenderer(s))**

**Name & Designation of the authorized person signing the Tender on behalf of the  
Tenderer (s)  
Full Name and address of the Bidder(s)**

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#### Annexure 17 - FORMAT FOR INDEPENDENT ESI

Select the Applicable Clause / section and furnish relevant document.

Sl. No.	CLAUSE / SECTION	(✓) or (X)
(a)	<p>If Available:</p> <p>Independent ESI code is available, and has been provided in Annexure 13 (FORMAT FOR VENDOR PF AND ESI) and a copy of the same is annexed therein.</p>	
(b)	<p>If independent ESI code is presently not available:</p> <p>Party will be governed by the following:</p> <p>“In case job is awarded, party will acquire independent ESI code within 15 days of the date of issue of Work order. The gate pass for labour shall be issued only after furnishing the independent ESI code to Engineer-in-Charge (EIC). In case party fails to acquire the independent ESI code, EIC reserves the right to cancel the work order, forfeit the EMD and initiate suitable penal action as deemed fit by TeCL.</p>	
(c)	<p>In case of exemption claim:</p> <p>In case bidder claims exemption from obtaining independent ESI code, bidder must submit documentary evidence towards the same along with the bid. TeCL will examine the submitted documents during tendering and convey the decision to the party. If the exemption claim is accepted by TeCL, the party will have to furnish an indemnity bond indemnifying TeCL against any eventuality regarding ESI becoming applicable to the party during the tenure of the contract. In case the exemption claim of party is not acceptable to TeCL the same will be conveyed to the party and party will be governed by above clause (b). In response to TeCL communication conveying non acceptance of party's exemption claim, party will submit acceptance to above clause (b).</p>	

In case party does not agree to any of the above clauses (a), (b) or (c) the offer of party shall be liable for rejection.

(STAMP & SIGNATURE OF TENDERER)

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### Annexure 18 - UNDERTAKING REGARDING LOCAL CONTENT

(Where the tender value is INR 10 Crore or above) - Bid Stage

#### Certification by bidder

I ....., Son/Daughter of ....., do solemnly affirm and state as under:

1. That I am the .....<<Designation of the authorized signatory>> of ..... and I am duly authorized to furnish this undertaking declaration on behalf of .....
2. That ..... has submitted its bid no ..... Dated ..... against bidding document no ..... dated ..... for item/works for ..... Terra Clean Limited.
3. That the company is fully aware of the provisions of Policy to Provide Purchase Preference (linked with local content) (PPP-MII) dated 17.11.2020, Order No. F.No. 283 /22/2019 -GRID SOLAR dated 09th Feb'2021, Ministry of Power OM No. A-1/2021-FSC-Part (5) dated 16.11.2021 and amendments thereof, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the local content (LC) of
  - a. minimum 60% : ☐
  - b. 20 % <= LC <60% : ☐
  - c. LC < 20% : ☐

(Tick whichever is applicable.)

5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.


(Authorized signatory of supplier)

#### Certification by the statutory auditor / Chartered Accountant of the bidder

We, ....., having our registered office address ..... and certificate number ..... certify that we are statutory auditor / cost auditor / practicing CA not being an employee / Director and not having any interest of the Company M/s ..... having its registered office at .....

We have understood the provisions of Purchase Preference (Linked with Local Content) 2020 (PP-LC) Policy, and amendments thereof .

We hereby confirm that our offer is achieving the minimum local content (LC) target of

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- (i)  $\geq 60\%$  as Class-I Local Supplier : ☐
- (ii)  $\geq 20\%$  and  $< 60\%$  as Class-II Local Supplier : ☐
- (iii)  $< 20\%$  as Non-Local Supplier : ☐

(Tick whichever is applicable) as per of PP-LC Policy.

(Statutory auditor / Cost Auditor / Practicing Chartered Accountant of the bidder)

**Note:** This undertaking shall be certified by:

- (i) The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- (ii) Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- (iii) Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

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**Annexure 19 A - COVERING LETTER TO BE SIGNED AND SUBMITTED BY THE BIDDER**

**TENDER NO.** \_\_\_\_\_

Ref:

Dated:

To

Officer-In-charge (Contracts)

TeCL- Terra Clean Limited

XXXX

XXXX

Sub: Submission of Offer for Tender no. \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the Bidder will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of \_\_\_\_\_ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.


Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by Owner. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, Owner shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly authorized Signatory of the Bidder)

(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned along with offer).

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### Annexure 19 B - INTEGRITY AGREEMENT

(To be executed on plain paper and submitted along with Technical Bid for tenders having a value of Rs.10 Crore or more. For TeCL, to be signed by the same signatory who is competent/authorized to sign the relevant Contract)

(Terra Clean Limited)

Tender no.:

### INTEGRITY AGREEMENT

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Between

Terra Clean Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 2013 and having its registered office at NBCC Commercial Space, 10th Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023 (India) (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

\_\_\_\_\_ (name and address of the Individual/Firm/Company/Consortium members through \_\_\_\_\_ (mention details of duly authorized signatory) hereinafter referred as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### Preamble


WHEREAS the Principal/Owner has floated a tender (Tender No.: \_\_\_\_\_) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEMs), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.



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NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the Tender process treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2 - Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract..
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition

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- or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign principals/associates/agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as Annexure A.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Article 3- Disqualification from Tender Process and exclusion from future contracts**

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.
- 2) The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
- 3) Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner

### **Article 4-Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(/Contractor(s):

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- 1) **Forfeiture of EMD/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.
- 2) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

#### **Article 5-Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of bid submission, with any other public/government organization/Public Sector Enterprise impinging upon the anti-corruption approach in India that could justify his exclusion from the Tender process.  
The date of transgression, for the purpose of disclosure by the Bidders, would be the date on which cognizance of the said transgression was taken by the competent authority of such public/government organisation/Public Sector Enterprise.  
The period of transgression(s) is/are to be disclosed by the Bidders, is to be reckoned from the actual date of Bid submission.
- 2) Further the Bidder also declares that no transgression(s), are pending conclusion, even before the aforesaid period of three years. In case there is, the same shall also be disclosed by the Bidder
- 3) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 4) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

#### **Article 6- Equal Treatment of all Bidders/Contractors/Subcontractors**


- 1) The Bidder(s)/Contractor(s) has to undertake from all Subcontractors a commitment in conformity with this Integrity Pact. It shall be the responsibility of the Principal Contractor to ensure adoption of/conformity to IP by the Sub- Contractor. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Sub-contractors/ Sub-vendors.

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- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact, between the Principal/Owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 7- Independent External Monitors (IEMs)**

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor, pertaining to the Tender for which a complaint or issue is raised before them, as and when required. The Contractor will also grant the IEMs, upon their request and demonstration of valid interest, unrestricted and unconditional access to his or any of his sub-Contractor's project documentation. The IEMs are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. For this purpose, IEMs are required to sign Non-Disclosure Agreement along with Declaration of No Conflict of Interest at the time of appointment as IEMs.
- 4) As soon as the IEMs notice, or believe to notice, a violation of this Pact, they will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 5) The IEMs will submit a written report to the Chairman, Indian Oil Corporation Limited within thirty days from the date of reference or intimation to them by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 6) If the IEMs have reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit the information directly to the Central Vigilance Commissioner.

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### **Article 8- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the Contract, or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman, IOCL

### **Article 9-Other Provisions**

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a Partnership Firm, IP is required to be signed by all the Partners. If the Bidder is a Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, this Pact must be signed by all the Partners/ members of such Consortium/Unincorporated Joint Ventures/Association of Persons. In case Bidder is a Company, including Joint Venture Company, the Pact must be signed by a representative of the Company duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.


### **Article 10- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

**IN WITNESS WHEREOF** the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

\_\_\_\_\_  
(For and on behalf of Principal/Owner)

\_\_\_\_\_


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(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1. \_\_\_\_\_ (signature, name and address)
2. \_\_\_\_\_ (signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.

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## Annexure 20 - FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

BG NO:

DATED:

VALID UPTO:

To,  
Terra Clean Limited

Dear Sirs,

In consideration of Terra Clean Ltd (hereinafter called "the Corporation" which expression shall include its successors and assigns), having agreed inter alia to consider the tender of \_\_\_\_\_ (Name of the Tenderer) having its Head Office/Registered Office at \_\_\_\_\_ (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), for the work of \_\_\_\_\_ (Name of the Project/Work) at \_\_\_\_\_ to be awarded under Tender No. \_\_\_\_\_ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money.

We \_\_\_\_\_ (Name of the Bank), a Bank constituted/Registered under the \_\_\_\_\_ Act, having our Head Office/Registered Office at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, upto an aggregate limit of (Amount in figures and words).


### AND THE BANK DOTH HEREBY FURTHER AGREES AS FOLLOWS:

- 1) This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Corporation on the Bank until the Corporation discharges this Guarantee/Undertaking subject, however, that the Corporation shall have no claims under this Guarantee/Undertaking after the midnight of \_\_\_\_20\_\_\_\_ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Corporation for a further three months.

- 2) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Corporation against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these Presents and the




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liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

- 3) It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- 4) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these Presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- 5) The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Corporation, the Tenderer and the Bank and/or the Bank and the Corporation or otherwise howsoever touching these Presents or the liability of the Tenderer to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms thereof.
- 6) This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Corporation.
- 7) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
- 8) Notwithstanding anything contained herein:
  - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
  - (ii) This guarantee/undertaking shall remain in force up to\_\_\_\_and any extension(s) thereof; and
  - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before\_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.



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The Bank doth hereby declare that Shri \_\_\_\_\_ (designation) \_\_\_\_\_ who is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.


This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Yours faithfully

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

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## Annexure 21 - FORM OF INSURANCE SURETY BOND IN LIEU OF EARNEST MONEY DEPOSIT

Surety Bond No:

Dated:


Valid Upto:

To,

Terra Clean Limited,


Dear Sirs,

1. In consideration of the Terra Clean Limited (hereinafter called "The Corporation" which expression shall include its successors and assigns) having agreed to accept from, \_\_\_\_\_ (name of the tenderer) ( hereinafter called 'the said tenderer' which expression shall include its successors and assigns) Earnest money in the form of Insurance Surety Bond (ISB), under the terms and conditions of tender No. \_\_\_\_\_, dated \_\_\_\_\_. In connection with \_\_\_\_\_ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of \_\_\_\_\_ days from the date of the opening of the tender and other stipulations of the tender we, \_\_\_\_\_ (indicate the name of the Insurer). Registered under the Insurance Act, 1938, hereinafter referred to as 'Surety' which expression shall include its successors and assigns, at the request of \_\_\_\_\_ (mention the name of the tenderer) do hereby undertake to pay on demand to the Corporation an amount not exceeding Rs \_\_\_\_\_ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non-performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Corporation.
2. We \_\_\_\_\_ (indicate the name of the Insurer) do hereby unconditionally, irrevocably and without recourse to Terra Clean Limited undertake to pay the amounts due and payable under this ISB without any demur, protest or proof or satisfaction or condition and without reference to the tenderer, merely on a demand from the Corporation stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of breach by the said tenderer any of the terms or conditions or stipulations perform the stipulations of the said tender. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this ISB. However, our liability under this ISB shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ .
3. We \_\_\_\_\_ (indicate the name of the Insurer) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or

Bid No:	TeCL/CC/PSS/2026-27/03
 <b>TERRA</b> Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM, INCLUDING 5 YEARS OF COMPREHENSIVE O&M

proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the Surety under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of the Insurer) further agree that the Corporation shall be entitled to invoke the ISB in part, provided that the amount of the invocation shall not exceed the aggregate value of the ISB at any given time. Such partial invocation can be made multiple times, and the Surety shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the ISB. The remaining amount of the ISB shall continue to be valid until the full amount of the ISB has been invoked or the ISB is otherwise discharged in accordance with the terms herein."
5. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Surety and the ISB herein contained shall be enforceable against the Surety as Principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Surety or proceedings taken against the Surety hereunder, be outstanding or unrealized.
6. The amount stated by the Corporation in any demand, claim or notice made with reference to the ISB, as between the Surety and the Corporation for the purpose of these Presents, be conclusive of the amount payable by the Surety to the Corporation hereunder.
7. We \_\_\_\_\_ (indicate the name of the Insurer) further agree that the ISB herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this ISB. Unless a demand or claim under this ISB is made on us in writing a letter / e-Mail / on or before \_\_\_\_\_ (expiry date) we shall be discharged from all liability under this ISB thereafter.
8. We \_\_\_\_\_ (indicate the name of the Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

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 <b>TERRA</b> Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM, INCLUDING 5 YEARS OF COMPREHENSIVE O&M


9. The liability of the Insurance Company to the Terra Clean Limited under this Bond/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor/party/Contractor and the Terra Clean Limited, the vendor/party/Contractor and the Insurance Company and/or the Insurance Company and the Terra Clean Limited or otherwise howsoever touching or affecting these presents for the liability of the vendor/party/Contractor to the Terra Clean Limited, and notwithstanding the existence of any instructions or purported instructions by the vendor/party/Contractor or any other person to the insurance Company not to pay or for any cause withhold or defer payment to the Terra Clean Limited under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Insurance Company shall be and remain liable to make payment to the Terra Clean Limited in terms hereof.
10. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Surety or Corporation.
11. We, \_\_\_\_\_(Indicate the name of Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.
12. Notwithstanding anything contained herein above,
  - i. The liability of the Surety under this ISB shall not exceed the amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only),
  - ii. This ISB shall be valid up to \_\_\_\_\_ (Expiry Date) irrespective of whether or not the original ISB returned to us.
  - iii. We are liable to pay the ISB amount or any part thereof under this ISB only and if we receive from the Corporation a written claim or demand on or before \_\_\_\_\_(Expiry date) or the date of expiry of any extension (s) thereof if this ISB has been extended.
13. Our ISB will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
14. The Insurer doth hereby declare that Shri \_\_\_\_\_(Name of the person signing on behalf of the Surety Insurer) who is \_\_\_\_\_ (his designation), is authorized to sign this undertaking on behalf of the Surety Insurer and to bind the Surety Insurer hereby.

Dated the \_\_ day of \_\_20\_\_


Place :  
Date :

For \_\_\_\_\_  
(Indicate the name of Insurer)

Yours faithfully,  
Signature:  
Name & Designation:

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Name of Issuing Branch:  
 Complete Postal Address of Issuing Branch:  
 Telephone No.  
 Email Address of the issuing Surety Insurer  
 Officer/Surety Insurer Branch

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## Annexure 22 - FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

To,

Terra Clean Limited


Dear Sir,

In consideration of Terra Clean Ltd (hereinafter called the Corporation which expression shall include its successors and assigns) having awarded certain Work for and relative to the installation of a (Name of Project) at \_\_\_\_\_ of the Corporation to (Name & address of Contractor) (hereinafter called the “CONTRACTOR”) upon certain terms and conditions mentioned in the Corporation’s Letter of Acceptance No. .... Dated ..... read with the CONTRACTOR’s bid and the relative Bid Documents (hereinafter collectively called the “Contract” which expression shall include any formal Contract entered into between the Corporation and the CONTRACTOR in supersession of the said Letter of Acceptance and all amendments and/or modifications in the Contract) inclusive of the condition that the Contractor shall cause to be furnished a Bank Guarantee from a Scheduled Bank in India (which includes the Indian Branch of a foreign Bank acceptable to the Corporation) as hereinafter appearing in lieu of cash Security deposit.

We ..... (Name of the Bank) a body corporate registered/constituted under the laws of..... (hereinafter called the “BANK” which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Corporation at the project office of the Terra Clean Ltd at New Delhi on first demand in writing without protest or demur or proof of condition any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of US \$ ..... (United States Dollars.....only) and Indian Rupees(Rupees.....only).


AND the Bank doth hereby further agree as follow:

- (i) The Guarantee/Undertaking herein contained shall remain in full force and effect during the entire period that would be taken for the performance for the Contract and until the claims of the Corporation relative thereto are satisfied and/or discharged and the Corporation accordingly discharges this Guarantee/Undertaking subject, however, that the Corporation shall have no claim under this Guarantee/Undertaking after midnight of..... 20\_\_\_, unless a notice of the claim under this Guarantee/ Undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be valid notwithstanding that the same is enforced after the expiry of the said date, provided that the Bank shall upon the written request of the Corporation made at any time within 6 (six) months after the expiry of the said date extend this Guarantee/Undertaking for a further 6 (Six) months from the said date within which the Corporation may make a demand.
- (ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/ Undertaking, at any time and/or from time to time anywise to vary the Contract and/or any of the terms and conditions thereof or relative to the Security deposit or to extend time of performance of the Contract in whole or

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part or to postpone for any time and/or from time to time any of the obligations of the CONTRACTOR and/or the power(s) exercisable by the Corporation against the CONTRACTOR and either to enforce or forbear from enforcing any of the terms and conditions of or governing the Contract or the Security deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the CONTRACTOR or of any other act, matter or thing whatsoever which under the law relating to sureties could but for this provision, have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank doth hereby specifically waive any and all contrary rights.

- (iii) It shall not be necessary for the Corporation to proceed against the CONTRACTOR before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the CONTRACTOR to the Corporation (including relative to the security deposit) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceeding taken against the Bank hereunder, be outstanding or unrealized.
- (iv) The amount stated by the Corporation in any demand, claim or notice as due to the Corporation from the CONTRACTOR shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- (v) The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the CONTRACTOR and the Corporation, the CONTRACTOR and the Bank and/or the Bank and the Corporation, or otherwise howsoever touching or affecting these presents or the liability of the CONTRACTOR to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the CONTRACTOR or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation, under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- (vi) The Bank shall not revoke this Guarantee/Undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the CONTRACTOR or of the Bank or of the Corporation shall not discharge the Bank's liability hereunder. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
- (vii) The Bank doth hereby declare that Shri ..... (Name and Designation of the person) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

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Dated: \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

Yours faithfully,  
For \_\_\_\_\_  
Signature  
Name and Designation  
Name of the Branch

**NOTES:**

- a. This Guarantee/Undertaking is not to be witnessed
- b. This Guarantee/Undertaking is required to be stamped as an agreement according to the stamp duty prescribed either in the State in which it is executed or at New Delhi, whichever is higher.



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### Annexure 23 - FORM OF INSURANCE SURETY BOND IN LIEU OF SECURITY DEPOSIT

Surety Bond No:  
Dated:  
Valid Upto:


To,  
Terra Clean Limited,

Dear Sirs,


1. In consideration of the Terra Clean Limited having its Registered Office at NBCC Commercial Space, 10th Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023 (India) (hereinafter called "The Corporation" which expression shall include its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s) / Supplier(s) / Seller(s)" which expression shall include its successors and assigns) from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "The said Agreement"), of Security Deposit for the due fulfilment by the said Contractor(s) / Supplier(s) / Seller(s) of the terms and conditions contained in the said Agreement, on production of a Insurance Surety Bond (ISB) for (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name of the Insurer), registered under the Insurance Act, 1938 (hereinafter referred to as "Surety" which expression shall include its successors and assigns) at the request of \_\_\_\_\_ Contractor(s) / Supplier(s) / Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) / Supplier(s) / Seller(s), of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the Insurer) do hereby unconditionally, irrevocably and without recourse to Terra Clean Limited undertake to pay the amounts due and payable under this ISB without any demur, protest or proof or satisfaction or condition and without reference to the Contractor(s) / Supplier(s) / Seller(s), merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) / Seller (s) failure to perform the said Agreement. Any such demand made on the Surety shall be conclusive as regards the amount due and this ISB shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

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3. The obligation of the Surety to the Corporation shall be as Principal to Principal and shall be wholly independent of the agreement and it shall not be necessary for the Corporation to proceed against the Contractor (s) / Supplier(s) / Seller(s) before proceeding against the Surety and the ISB herein contained shall be enforceable against the Surety notwithstanding the existence of any other Bond or security for any indebtedness of the Contractor (s) / Supplier(s) / Seller(s) to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Surety or proceedings taken against the Surety hereunder, be outstanding or unrealized.
4. The amount stated by the Corporation in any demand, claim or notice made with reference to the ISB, as between the Surety and the Corporation for the purpose of these Presents, be conclusive of the amount payable by the Surety to the Corporation hereunder.
5. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor(s) / Supplier(s) / Seller(s) or any change in the legal constitution of the Surety or the Corporation.
6. We\_\_\_\_\_ (indicate the name of the Insurer) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the Surety under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / Seller(s) shall have no claim against us for making such payment.
7. We\_\_\_\_\_ (indicate the name of the Insurer) further agree that the Corporation shall be entitled to invoke the ISB in part, provided that the amount of the invocation shall not exceed the aggregate value of the ISB at any given time. Such partial invocation can be made multiple times, and the Surety shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the ISB. The remaining amount of the ISB shall continue to be valid until the full amount of the ISB has been invoked or the ISB is otherwise discharged in accordance with the terms herein.
8. We, \_\_\_\_\_(indicate the name of the Insurer) further agree that the ISB herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_office / department at \_\_\_\_\_certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / Seller(s) and accordingly discharge this ISB. Unless a demand or claim under this ISB is made on us in writing a letter / e-Mail on or before \_\_\_\_\_(expiry date) we shall be discharged from all liability under this ISB thereafter.

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9. The liability of the Insurance Company to the Terra Clean Limited under this Bond/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor/party/Contractor and the Terra Clean Limited, the vendor/party/Contractor and the Insurance Company and/or the Insurance Company and the Terra Clean Limited or otherwise howsoever touching or affecting these presents for the liability of the vendor/party/Contractor to the Terra Clean Limited, and notwithstanding the existence of any instructions or purported instructions by the vendor/party/Contractor or any other person to the insurance Company not to pay or for any cause withhold or defer payment to the Terra Clean Limited under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Insurance Company shall be and remain liable to make payment to the Terra Clean Limited in terms hereof.
10. We, \_\_\_\_\_(Indicate the name of Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Contractor(s) / Supplier(s) / Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / Seller(s) or forbearance, act or omission on the part of the Corporation or any Indulgence by the Corporation to the said Contractor(s) / Supplier(s) / Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
11. We, \_\_\_\_\_(Indicate the name of Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.
12. Notwithstanding anything contained herein above,
  - i. The liability of the Surety under this ISB shall not exceed the amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only),
  - ii. This ISB shall be valid up to \_\_\_\_\_ (Expiry Date) irrespective of whether or not the original ISB returned to us.
  - iii. We are liable to pay the ISB amount or any part thereof under this ISB only and if we receive from the Corporation a written claim or demand on or before \_\_\_\_\_(Expiry date) or the date of expiry of any extension (s) thereof if this ISB has been extended.
13. Our ISB will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

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14. The Insurer doth hereby declare that Shri \_\_\_\_\_(Name of the person signing on behalf of the Surety Insurer) who is \_\_\_\_\_ (his designation), is authorized to sign this undertaking on behalf of the Surety Insurer and to bind the Surety Insurer hereby.

Dated the \_\_ day of \_\_20\_\_

Place :

Date :

For \_\_\_\_\_  
(Indicate the name of Insurer)

Yours faithfully,

Signature:

Name & Designation:


Name of Issuing Branch:

Complete Postal Address of Issuing

Branch:

Telephone No.

Email Address of the issuing Surety Insurer  
Officer/Surety Insurer Branch

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#### Annexure 24 - FORM OF BANK GUARANTEE TO COVER MOBILISATION ADVANCE

BG NO:

DATED:

VALID UPTO:

To,

Terra Clean Limited

Dear Sirs,


WHEREAS Terra Clean Limited (hereinafter called "the Corporation" which expression shall include its successor and assigns) has awarded to \_\_\_\_\_ (Name & Address of the Contractor) hereinafter called "the Contractor" which expression shall include its successors and assigns) the work of \_\_\_\_\_ (Name of the Project/Work) under and in terms of a Contract as evidenced by a Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Corporation to the Contractor read with the relevant Tender Documents (hereinafter collectively called "the Contract" which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications therein or in the terms of the said advance as herein stipulated):

AND WHEREAS the Corporation has agreed to advance the Contractor, inter-alia, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (hereinafter called "the said Advance"), upon the condition, inter-alia, that the said Advance together with interest thereon at the rate of \_\_\_\_\_ % (\_\_\_\_\_ percent) per annum on the amount of the said Advance for the time being outstanding shall without prejudice to any other mode of recovery available to the Corporation be recoverable by the Corporation by deduction from the gross accepted amount of any Running Account Bills and the Final Bill of the Contractor commencing from the first Running Account Bill of the Contractor, and meanwhile, the said Advance shall be secured by an undertaking from a Bank as hereinafter appearing.

We \_\_\_\_\_ (Name of the Bank), a body registered/constituted under \_\_\_\_\_ the Act, having Registered Office/Head Office at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to the Contractor, any and all amounts demanded from us by the Corporation with reference to this Undertaking upto an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and Interest thereon at the rate hereinabove provided.


AND the Bank doth hereby further agrees as follows :

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of provided

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that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.

- ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this guarantee/undertaking, at any time and/or from time to time to amend or vary the contract and/or any of the terms and conditions thereof or relative to the said Advance and/or to extend time for performance of the said contract in whole or part and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or powers exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, available to the Corporation and the Bank shall not be released from its liability under these Presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
- iii) The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Corporation (including relative to the said Advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- iv) As between the Bank and the Corporation for the purpose of this undertaking, the amount stated in any claim, demand or notice made by the Corporation on the Bank with reference to this undertaking shall be final and binding upon the Bank as to be the amount payable by the Bank to the Corporation hereunder.
- v) The liability of the Bank to the Corporation under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and/or the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the

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existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.

- vi) This undertaking shall not be determined or affected by any change in the constitution of the Bank or that of the Contractor or the Corporation or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
- viii) Notwithstanding anything contained herein:
  - (i) The Bank's liability under this guarantee/undertaking shall not exceed \_\_\_\_\_ (Amount in figures & words).
  - (ii) This guarantee/undertaking shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
- ix) The Bank doth hereby declare that Shri who is the \_\_\_\_\_ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,


Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

Dated: \_\_\_\_\_



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## Annexure 25 - COMPLIANCE TO TENDER REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Tender Documents and Addendum to the Tender Documents for the subject work.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void.

I \_\_\_\_\_ (Name of authorized person) declare hereby in the capacity of \_\_\_\_\_ (State designation) that Bidder M/s \_\_\_\_\_ is submitting only one bid for this tender and has not made any other bid or multiple bid.


Note: As per following, the submitted bids shall be considered as multiple bids.

- i. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
- ii. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- iii. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- iv. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the Earnest Money Deposit (if applicable)s for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

(STAMP & SIGNATURE OF TENDERER)




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#### Annexure 26 - UNDERTAKING ON NON-WILFUL DEFAULT AND NON-DEBARMENT STATUS

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Terra Clean Limited, in respect to our response to tender vide tender No. \_\_\_\_\_ dated \_\_\_\_\_, that as on \_\_\_\_\_ (Insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on \_\_\_\_\_ (insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

**(Seal & Signature(s) of the Tenderer(s))**

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### Annexure 27 - FORMAT FOR PRE-BID QUERIES

To

TeCL  
New Delhi

Tender No :

Title :

Package :


Dear Sir,

Having examined all the terms and conditions laid down in the tender including all attachments thereto, the receipt of which is hereby duly acknowledged, we have some queries and the same are submitted as per the format provided in the tender documents.

S. No.	Clause No.	Existing provisions as per RFP	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or amendment

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Authorized Signatory

\_\_\_\_\_  
(In the capacity of)

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