

# TELANGANA STATE ELECTRICITY REGULATORY COMMISSION

# 11-4-660, 5th FLOOR, SINGARENI BHAVAN, RED HILLS, HYDERABAD

## EXPRESSION OF INTEREST AND INVITATION FOR TENDER (IFT)

FOR

CONCEPTULIZATION, DESIGNING, SUPPLY AND ERECTIONING / COMMISSIONING (INSTALLING)

OF

LANDSCAPE, FURNITURE

MEETING THE NORMS OF

**NET ZERO ENERGY EFFICEIENT BUILDING,**

**SUPER ECBC COMPLIANCE**

**AND**

**TO ACHIEVE IGBC PLATINUM CERTIFICATE**

## IFT No: TSERC/NZEB/003/2023, Dated: 21.12.2023

**Last date for receipt of the Tender is 05.01.2024**

## INVITATION FOR TENDERS

**INVITATION FOR EXPRESSION OF INTEREST AND BIDS**

1. Telangana State Electricity Regulatory Commission (hereinafter referred to as TSERC) invites Expression of Interest and bids (Technical and Financial) from the eligible, experienced contractors for conceptualization, design, supply erectioning / commissioning of Landscape, Furniture meeting the Net Zero Energy Building and IGBC Platinum standards while complying the Super ECBC norms.
2. The Tender document is available in e-procurement platform i.e. [https://tender.telangana.gov.in](https://tender.telangana.gov.in/) and also at [www.tserc.gov.in](http://www.tserc.gov.in/). Bid submission along with the Check list as per Annexure – 2 should be submitted in e- procurement site on or before 05.01.2024.
3. The Contractor will be selected under Two Stage. In the first stage, which is technical, the intending Contractor shall present his conceptualization of the landscapes, and furniture through a presentation either on line or off line. The Contractor should also submit his financial bid along with the technical, a financial bid, which is opened for the shortlisted contractors under stage II. The Technical bids would be evaluated based on the presentation that the intending bidders made, set forth in the Tender document. Financial bids of firms whose Technical Bids gets qualified will be opened and evaluated.
4. TSERC shall not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and delivery of Bids, including costs and expenses related to visit to the site etc. TSERC reserves the rights to cancel, terminate, change or modify this Bid process and / or requirements of Bids stated in the Tender document, without assigning any reason or providing any notice and without accepting any liability for the same.
5. The Bid shall be valid for a period of 120 days from the last date of bid submission specified. In exceptional circumstances, prior to the expiry of the original Bid validity period the TSERC may extend the period of validity for a specified additional period. However bidders will not be permitted to modify their submitted Bids after submission.

## Secretary

TSERC

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TELANGANA STATE ELECTRICITY REGULATORY COMMISSIONS (TSERC)

**HYDERABAD – 500 004**

**NOTICE INVITING TENDERS (NIT) NO. TSERC/OB/NZEB/03/e-tender Package III Dt. 21.12.2023**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Department Name | Telangana State Electricity Regulatory Commission | | |
| 2 | Tender Notice No. | TSERC/OB/NZEB/03/e-tender Package -III Dt. 21.12.2023 | | |
| 3 | Name of the Project | Construction of “Vidyut Niyantran Bhavan” as per Super ECBC Net Zero Energy Building Concept. | | |
| 4 | Broad scope of the Work | Expression of Interest and Tender for conceptualizing, designing, supply and erectioning / commissioning for Landscapes, Furniture to TSERC. | | |
| 5 | Work execution site | Kalyan Nagar, Erragadda | | |
| 6 | Period of Contract | **2 months from the date of issue of LOA** | | |
| 7 | Tender Type | Open and short | | |
| 8 | Tender Category | Supply and Execution | | |
| 9 | Transaction Fee Payable to ‘TSTS’. | As indicated on *e-procurement* platform (to be paid online) | | |
| 10 | Bid Processing Fee | Not Applicable | | |
| 11 | Bid Security (i.e., EMD) | **A lumpsum amount of Rs.2,50,000/- (Rupees Two Lakhs fifty thousand only), which is not linked to any estimates.**  Payable online through NEFT / RTGS / Net banking / Credit card / Debit card on e-procurement platform from Nationalised /Public/Scheduled banks. Unconditional and irrevocable BG is also acceptable issued by a Nationalised /Public/Scheduled bank with a validity of six months from the date of NIT in favour of TSERC, The copy of the BG shall be scanned and uploaded while submitting the bid through e-procurement platform.  RTGS / NEFT name: TSERC Fund  Bank: State Bank of India  Branch: Bazarghat, Hyderabad  IFSC: SBIN0005893  Account No: 34390770811 | | |
| 12 | Bid Submission | Online | | |
| 13 | **Important Dates:** |  | | |
| Pre bid Meeting | The pre bid meeting will be either online or off line and will be held on **23.12.2023 at 11.00 AM.** Those who intend to participate in the pre-bid meeting need to express their intention in advance and also the issues on which they need clarifications to the email specified. | | |
| Bid submission closing date and time | **08-01-2024 @ 1100 Hrs** | | |
| Technical Bid opening date | **08-01-2024 at 12.00 noon** | | |
| Presentation by the bidders | The bidders shall make their virtual / physical presentations on 08-01-2024 @ 12.30 PM. The bidders who are desirous to make presentation should intimate (by email) their intention on or before 07-01-2024 3.00 PM. The presentation may include detailed report depicting the beautification of the available area with their creative, cost effective, qualitative and Green building oriented ideas with regard to the landscapes and also the furniture. The cost of the designing should be borne by the bidder.  The Contractor will be selected on the basis of QCBS (Quality and Cost based solution)  70% of weightage is allocated to this stage I and the finance bid carries a weightage of 30% in stage II. | | |
| Bid Validity Period | 90 days from the date of opening of Pre Qualification Bid. | | |
| Financial bid opening date & time | **10-01-2024 @ 1100 hrs** | | |
|  | Place of tender opening | online | | |
| 14 | **Geographical Particulars of the site:** |  | | |
| **Mandal** | **District** | **Assembly** | **Parliament** |
| Khairatabad | Hyderabad | Jubilee Hills | Secunderabad |
| 15 | **Other Details:** |  | | |
| Tender Inviting Authority | Commission Secretary, TSERC | | |
| Address & contact details: | 5Th Floor, Singareni Bhavan, Red Hills, Lakdikapul, Hyderabad - 500 004.  Phone: (040) - 23311125, 23311126  Email: tsercnetzerobuilding@gmail.com | | |
| Bid opening Authority | Commission Secretary, TSERC | | |
| Place of Opening of Tenders: Telephone: | TSERC office located at  5th Floor, Singareni Bhavan, Red Hills, Lakdikapul, Hyderabad - 500 004.  Phone: (040) – 23311125, 23311126, | | |
| 16 | **Eligibility Criteria:**  An abstract of the Technical and Financial eligibility criteria for the Contractor is given below:  The Contractor will be selected on the basis of QCBS (Quality and Cost based solution)  (i). **Technical Requirements:**  (a) The Contractor must have their own manufacturing facility with a wood processing unit or fabrication unit or both within Telangana (preferably Hyderabad).  (b) The contractor must be an MSME registered with Telangana State / Govt. of India. Contractor would require to produce the necessary certificate.  (c) Contractor must have a valid ISO:9000 series certification. | | | |
|  | 1. **Financial Requirements**:    * 1. The contractor should have executed interior works and / or provided furniture worth of Rs.1crore (Rupees one crore) each for at least five office spaces in the last five years.      2. The Contractor should have an annual turnover (Audited and Certified by a Chartered Accountant) of atleast Rs.5crores in the FY 2022-23.   (c) Certified copies of Audited Balance Sheet & Income Tax returns for the last 3 years ending FY 2022-23 should also be submitted along with the Bid  d) TSERC intends to engage only the local Contractors, whose manufacturing facilities are available in Telangana.   1. In case of a firm it must be a registered in India for the past 5 years at the time of issue of this tender (Registration certificate to be submitted). 2. EMD should be furnished as per the details set out in the tender document   Note:   1. Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is believed or palpably false or proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED. 2. If non-eligible contractors participate in tenders, they will be disqualified. | | | |
| 17 | **Procedure for bid submission:**   1. The tender should be in the prescribed form which can be accessed from [https://tender.telangana.gov.in](https://tender.telangana.gov.in/) from the date of electronic publication up to the time and date indicated in the tender notice.   The bidder would be required to register on the e-procurement market place i.e., [https://tender.telangana.gov.in](https://tender.telangana.gov.in/) and submit their bids online only. Offline bids are not acceptable. Those contractors who register themselves in the ‘e’ procurement market place can download the tender schedules.   1. Intending bidders may approach the helpline in e-procurement platform and seek clarifications for submission of bids and any other such relevant information . 2. The bidders who are desirous of participating in e-procurement shall submit their eligibility and qualification details, certificates, Technical bid, Financial bid, etc., in the standard formats prescribed in the tender documents, displayed at e-market place. The bidder shall sign on all pages of the documents, statements, relevant certificates, owning responsibility for their correctness/ authenticity and upload the scanned copies. The bidders should invariably upload the statement showing the list of documents, certificates, etc., uploaded in the “e” market place in support of their Technical bids. 3. All the bidders shall invariably upload the scanned copies of proof of online payment (remittance)/BG towards EMD (payment made through Net banking/ RTGS/NEFT/credit card/debit card) in e-procurement system and this will be the primary requirement to consider the bid responsive, that is to process bid further in e-procurement and to consider its eligibility. 4. Bid evaluation of the bidders would be done solely based on the uploaded certificates/ documents, online payment of EMD in the e-procurement system. 5. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-procurement platform following the G.O.Ms.No.6, IT & C Department, Dated 28.02.2005. 6. Hard copies:    * Submission of original hard copies of the uploaded scanned copies of documents by participating bidders to the tender inviting authority before opening of the price bid is dispensed as per G.O.Ms.No.174, Irrigation &CAD (PW-Reforms) Department, dated 01.09.2008.    * The successful bidder will be notified for submission of original hardcopies of all the uploaded documents prior to issuing of Purchase Order (PO)/Letter of Intent (LOI).    * The successful bidder shall invariably furnish the original proof of online payment (Remittance)/BG towards EMD, hard copies of certificates/ documents of the uploaded scanned copies such as registration certificate, experience certificates for similar works and minimum quantities, liquid asset/ credit facilities/ solvency certificate, and other statutory registration and /or certificates, etc., to the tender inviting authority, up on intimation, prior to issue of **Letter of Intent**, to the tender inviting authority, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder.    * The TSERC will not take any responsibility for any delay in receipt/non-receipt of the same. On receipt of documents, the TSERC shall ensure the genuineness of the certificates/documents uploaded by the bidder in e-procurement system, in support of the qualification criteria before issue of PO/LOI. 7. If any successful bidder fails to submit the original hard copies of uploaded certificates/documents within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years and the EMD will be forfeited.   The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the tender inviting authority in the system. Besides this, TSERC shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the works/projects by TSERC   1. The successful bidder is requested to get a confirmed acknowledgement from the tender inviting authority as a proof of Hardcopies submission to avoid any discrepancy. | | | |
| 18 | **Statutory Requirements:**  The Bidder shall fulfill the following statutory requirements:  (a) The Contractor must have their own manufacturing facility with a wood processing unit or fabrication unit or both in Telangana (preferably at Hyderabad).  (b) The contractor must be an MSME registered with Telangana State / Govt. of India. Contractor would require to produce the necessary certificate.  (c) Contractor must have a valid ISO:9000 series certification.  (d) Income Tax: The contractor shall furnish their copy of Permanent Account Number (PAN) card and certified copies of audited balance sheet & IT returns for the last 3 years ending FY 2022-23 should be submitted, along with the bid and the proof of acknowledgement.   1. The contractor shall comply with the statutory labour rules and regulations as applicable/in force and shall furnish the original returns and information as may be specified from time to time. 2. The contractor shall insure all his employees onsite against any kind of eventualities / accidents. 3. GST: The contractor shall furnish their copy of valid GST registration certificate issued by concerned authorities along with relevant SAC/HSN code from the Commercial Tax Department. The quoted tender rate shall be exclusive of GST. GST as applicable as on date shall be indicated separately in each invoice and the same will be paid to the contractor. The contractor shall remit the applicable GST to the concerned department and produce documentary evidence. Latest monthly or quarterly return for GST as may be applicable and available shall be produced as documentary evidence. 4. Taxes & Cess etc.: The quoted tender rate shall be inclusive of all taxes, duties seigniorage and local cess/charges, labour cess, payment towards NAC, insurance, SMET, DMET etc., as applicable payable to the government/ quasi-government bodies excluding GST and will be recovered at rates fixed by competent authority from time to time from the contractor bills and will be paid to the government/concerned authorities. All kinds of labour compliances are to be adhered to, by the contractor and TSERC absolves its responsibilities on account of this.   Agreement will not be concluded without meeting the above statutory norms. | | | |
| 19 | **Other Payments to be made:**  Apart from the Bid Security (EMD) the bidder shall be liable to pay the following:   1. **Transaction fee:** The participating bidders have to electronically pay a non-refundable Transaction fee of Rs.2,000/- plus 18.00% GST to M/s. TSTS, the service provider, through Payment Gateway Service on e- Procurement platform, as indicated in e-procurement platform at the time of bid submission. 2. **Corpus Fund:** Successful bidder has to pay corpus fund @ 0.04% of quoted tender rate with a cap of Rs.10,000/- (Rupees ten thousand only), for all works with ECV upto Rs.50 crore, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crore, plus applicable GST, through demand draft in favour of Managing Director, TSTS, Hyderabad, towards corpus fund at the time of concluding agreement. There shall not be any charge towards e-procurement fund in case of works, goods and services with quoted tender rate less than and upto Rs.10 lakh. | | | |
| 20 | **Documents to be scanned & uploaded:**   1. The bidder shall scan and upload all the required documents/ Experience certificates / statements along with copies of statutory registrations such as GST, Solvency certificate, etc. 2. The bidder is liable to be disqualified, if it is found that the bidder have    * been black listed/ debarred / withheld / suspended / terminated for any kind of work in any governments/PSU/government corporations/ govt companies/ autonomous bodies and having litigation history and cases pending / contemplated / instituted against the firm in preceding 5 years    * misled or furnished false information in the forms / Statements/ Certificates submitted in proof of qualification requirements.    * hidden a negative record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, financial failures and penalties imposed. 3. If such discrepancies mentioned above are found, even during the execution of work, the contract is liable to be terminated and the bidder will be black listed and the bid security will be forfeited. The work will be carried out through any other agency for which the bidder shall be liable for all the cost and consequences. | | | |
| * 25 | **Tender Document:**   1. The TSERC desires that the bidder shall download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any during the pre bid meeting. Any offline bid submission clause appearing in the tender document may be treated as not included. 2. The bidder has to check [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in/) or **TSERC website (www.tserc.gov.in) from time-to-time to keep track of any changes to the work/ tender conditions, if any.** The TSERC shall not be responsible for any claims made on erroneous understanding/problems confronted on such erroneous understanding arising out of not noticing the e-procurement platform, TSERC website. | | | |
| 21 | **The bidder shall furnish the declaration that:**  i. The bidder has not been black listed/ debarred / withheld / suspended / terminated for any kind of work in any governments/PSU/government corporations/ govt companies/ autonomous bodies and having litigation history and cases pending / contemplated / instituted against the firm in preceding 5 years in any department due to any reasons. | | | |
|  | 1. The bidder has not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in two consecutive years. 2. The bidder will explicitly agree to get disqualified themselves for any wrong declaration in respect of the above conditions and get their tender summarily rejected. 3. The soft copies uploaded by them are genuine and that any incorrectness/ deviation noticed can be viewed seriously and apart from cancelling the contract duly forfeiting bid security including necessary action that can be initiated for disruption of works including suspension of business and/ or black listing. 4. The Bidder has read tender specifications and all the pages/documents uploaded by the TSERC, understood the contents and will abide by them. The bidder whoever is bidding for the work is deemed to have signed on all the pages of the tender specification/ documents uploaded by the TSERC. | | | |
| 22 | **Bid Submission Acknowledgement:**  The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique **‘bid submission number’** after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the tender inviting authority for processing the bids. The Government of Telangana, M/s TSTS and TSERC are not responsible for submission of incomplete bids by the bidders. | | | |
| 23 | **Other relevant information:**   1. TSERC reserves the right to reject any or all the tenders without assigning any reasons thereof. 2. TSERC reserves the right to amend, vary or modify the tender and its conditions before the closing of bid submission period. 3. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. 4. The contractors have to upload the information preferably in Zip format. 5. The contractor should upload scanned copies of the documents duly signing each and every page. 6. The conditions mentioned from Sl.No 1 to 24 are of prime importance. 7. Any clause from Sl.No. 1 to 24 above conflicts with other conditions in the tender document point no. (vi) above will stand prevail. Any other condition which is not specifically mentioned above and present in the tender document, the latter will prevail. | | | |
| 24 | **General terms and conditions:** AS PER BID DOCUMENT. | | | |

# Commission Secretary

**SECTION-1**

**INSTRUCTIONS TO BIDDERS & GENERAL TERMS AND CONDITIONS**

## A. GENERAL

Telangana State Electricity Regulatory Commission was constituted on 03.11.2014 under the Electricity Act, 2003. Its main function is to regulate the Electricity Sector of the State and balance the interest of all stakeholders in an independent and transparent manner.

TSERC intends to construct an Office building under Net Zero Energy concept and the said building of TSERC is expected to achieve very less emissions, utilizing maximum potential of the natural resources, without any wastage of natural Resources, while providing a pleasant working atmosphere to the Commission, Officers and staff.

**SCOPE OF WORK**

TSERC invites bids “for conceptualization, designing, supply erection / commissioning for beautification and landscape for TSERC upcoming building which is expected to meet the norms of Net Zero Energy Building with super ECBC compliance and poised to obtain the Platinum rating of IGBC ”.

* 1. The location of the site is at Vidyut Niyantran Bhavan (TSERC) at Kalyan Nagar, Near S.R.Nagar, Medchal Dist, Telangana. The plot has an area of 3964 m2 (4741 sq yards). The complete building will have an approximate built up area of 71000 Sft or 6596 m2.

## Following are the boundaries of the site.

North: Road

South: Property of TSSPDCL

West: Office of SE – Operations, Banjara Hills, TSSPDCL

East: Property of TSTRANSCO

Bidders may inspect the site before hand enabling them to have a comprehensive view of the location and site.

## The successful bidder shall submit all the necessary documents for approval before the execution of the works:

* + 1. The Design & detailed engineering shall be complete with Design basis reports of all works / services, design calculations, specification, required documentation, drawings item rate tender inputs, etc., with sufficient details for clear understanding and for approval of TSERC, well before execution.

1. **CO-ORDINATION:**
   1. The successful bidder shall coordinate with all interface activities with other contractors for a cordial completion of works, TSERC, statutory authorities, green building and other rating / certifying agencies involved in the project as required for successful completion of the project.
   2. The Contractor shall attend review meetings which may be conducted at short notice also.
2. **GENERAL SERVICES:**
   1. All documents, drawing, reports and any other documents submitted in fulfillment of the scope of services shall be prepared strictly as per statutory provisions and guidelines issued by the Central / State Government and local bodies and also in accordance with the best international practices and codes as applicable to such development.
   2. All intellectual property rights of the schemes and proposals submitted in fulfillment of the scope of services shall rest with TSERC.

## ELIGIBLE BIDDERS

* 1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

1. **ELIGIBILITY CRITERIA**

The technical and financial criteria for a contractor to be qualified to TSERC are as below –

## TECHNICAL REQUIREMENT

(a) The Contractor must have their own manufacturing facility with a wood processing unit or fabrication unit or both within Hyderabad city limits.

(b) The contractor must be an MSME registered with Telangana State / Govt. of India. Contractor would require to produce the necessary certificate.

(c) Contractor must have a valid ISO:9000 series certification.

1. Copy of Permanent Account Number
2. Copy of GIS
3. Copy of GST registration certificate

## FINANCIAL CRITERIA:

* + 1. The contractor shall furnish the following documents

1. The contractor should have executed interior works and / or provided furniture worth of Rs.1 crore (Rupees one crore) each for at least five office spaces in the last five years.
2. The Contractor should have an annual turnover (Audited and Certified by a Chartered Accountant) of atleast Rs.5crores in the FY 2022-23.

(c) Certified copies of Audited Balance Sheet & Income Tax returns for the last 3 years ending FY 2022-23 should also be submitted along with the Bid

d) TSERC intends to engage only the local Contractors, whose manufacturing facilities are available in Telangana.

1. In case of a firm it must be a registered in India for the past 5 years at the time of issue of this tender (Registration certificate to be submitted).
2. EMD should be furnished as per the details set out in the tender document
3. The Contractor shall specify the composition of the team
4. The bidder must submit a letter of authorization from the Bidder Company authorizing a person to sign the documents on behalf of the bidder company, submit technical, financial information and attend meetings on behalf of the bidder company.
5. The contractor shall furnish the works executed indicating the details of the works, Architect, value, certifications acquired, date of initiation and date of completion.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if they have:

* 1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the submitted documents
  2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc., in earlier works executed. The bidder must not have been blacklisted by the Central/State Electricity Regulatory Commissions or Government or any other Government body or PSU.

**6. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the TSERC will in no case be responsible and liable for those costs.

1. **BIDDING DOCUMENTS**

**7. CONTENT OF BIDDING DOCUMENTS:**

The set of bidding documents comprises the documents listed in the contents of tender schedule and addenda issued, if any.

## 8. CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification on the bidding documents are advised to utilize the pre-bid meeting for clarifications.

## 9. MODIFICATION OF BIDDING DOCUMENTS

Before the deadline for submission of bids, TSERC may modify the Bidding documents by issuing necessary modifications which will be posted on TSERC website i.e. [www.tserc.gov.in](http://www.tserc.gov.in/) and also on the Eprocurement portal, which shall be part of the bid conditions and agreement with the successful bidder.

## PREPARATION OF BIDS

1. **LANGUAGE OF THE BID**

All documents relating to the bid shall be in the English language.

## 11. BID PRICES

**(i) General**

1. All the prices would be quoted only in Indian Rupees (INR) currency.
2. Prices/ Rates shall be written both in words and in figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly duly signing with date.
3. The price quoted by the Bidder in the Financial Bid shall conform to the requirements specified therein.
4. It may be noted that TSERC shall consider only the Lumpsum amount irrespective of the item wise rates for evaluation.
5. Prices quoted by the Bidder shall be FIRM during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
6. Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.
7. The price quoted shall be inclusive of all the applicable taxes (except applicable GST) existing at the time of bidding. No additional claims on this account will be accepted during the term of the contract.

**(ii) Terms of Payment**

The payment for the work done will be paid as follows:

1. On completion of Ducting work: 25% of the value of the project
2. On supply of materials including machines: 25% of the value of the project
3. On erection and commissioning: 25% of the value of the project
4. On successful completion of the project: 25% of the value of the project.

**RETENTION AMOUNT:**

Further, 7.5% (Seven and Half) of the value of work done will be recovered from each running bill towards retention amount for the due fulfillment of the contract. From the retention amount recovered from the running bills 5% of the value of work will be released to the contractor with the final bill and balance 2.5% will be released after completion of guarantee period of 24 months (twenty four months) from the date of completion of work and after all defects, if any, shall have been made good to the satisfaction of the TSERC and according to the true intent and meaning thereof. This amount will not bear any interest.

## Cancellation:

TSERC reserves the rights to cancel the LOA/work order either in part or in full by giving Ten working days advance notice thereby if-

1. The bidder fails to comply with any of the terms of the LOA/ work order
2. The bidder becomes bankrupt or goes in to liquidation.
3. The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.
4. The bidder involves or adopts in any corrupt practices

## 12. Force Majeure

Bidder shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot etc. Only those causes which have delayed duration shall be considered cause of force/ calendar majeure. A notification to this effect duly certified by local chamber of commerce/ statutory / competent authorities shall be given by the bidder to TSERC by registered/speed post letter/by hand/email. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of TSERC, or the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of TSERC. In the event of such cancellation, the bidder shall refund any amount advanced or paid to the bidder by TSERC.

## 13. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the Bidder shall not be liable to the TSERC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the TSERC and the aggregate liability of the bidder to the TSERC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the TSERC with respect to patent infringement.

## 14. BID VALIDITY

* 1. Bids shall remain valid for a period not less than 120 days from the last date of bid submission specified. A bid valid for a shorter period shall be rejected as non- responsive.

b. In exceptional circumstances, prior to expiry of the original time limit, TSERC may request that the bidders may extend the period of validity for a specified additional period.

## 15. EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall furnish, EMD as mentioned in Sl.No. 11 of NIT.
2. The EMD may be forfeited:
3. If a Bidder:
   1. Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
   2. Offers post Bid rebates, revisions, or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder’s EMD will be forfeited.
4. In the case of a successful Bidder, if the Bidder fails:
   1. To sign the contract.
   2. To furnish Performance Bank Guarantee (PBG)
   3. Indulges in any illegal, unethical activity.
5. No interest will be paid by TSERC on the EMD deposited.
6. If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the Contractor will be suspended for one year.
7. **SUBMISSION OF BIDS**

**16. SUBMISSION, SEALING AND MARKING OF BIDS.**

* 1. The Bidders are requested to submit their bid in two parts as under:

1. The **Part – I** consist the following documents

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Document Type** | **Document Format** |
| **Fee Details** | | |
| 1 | Earnest Money Deposit (EMD) | Demand draft/RTGS or NEFT |
| **Pre-Qualification Documents** | | |
| 1. | Eligibility Criteria References | As per format given in **Annexure 3** |
| 2. | Bidder’s Authorization Certificate | As per format given in **Annexure 5** |
| 3. | Self-declaration – no blacklisting | As per format given in **Annexure 4** |
| 4. | All the documents mentioned in the “Eligibility Criteria” in support of the eligibility. | Requisite supporting documents meeting eligibility criteria |
| **Technical Bid Documents** | | |
| 1. | Bidder’s organization Profile, which includes credentials of his team, facilities in his factory, etc | Brief organization profile of the Bidder as per **Annexure - 1** |

* + 1. The **Part-II** : **Financial Bid – contains the price quoted by the bidder.**

The financial bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and qualified in response to the presentation made will be opened.

1. **BID OPENING AND EVALUATION**

## 17. Bid Evaluation Methodology

The evaluation process comprises the following three steps:

1. 1st Step – Prequalification (PQ)
2. 2st Step – Technical evaluation through presentation
3. 3rd Step – Financial Bid and final evaluation

## a. 1st step: – Prequalification (PQ)

1. Proof of payment of the EMD before the Bid Deadline and in case of BG, (Original should be submitted).
2. The Bidder shall submit original documents pertaining to EMD. Bids not accompanied by EMD as per the terms of the IFT shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders Any of the following conditions shall cause the Bid to be “Non-responsive”:
3. Non- submission of EMD in acceptable form only amount along with the response to Invitation for Tender.
4. Bids not received by the Bid Deadline.
5. Non-submission of relevant supporting documents and in the specified formats.

## b. 2nd step: – Technical Bid Evaluation through presentation

* 1. Evaluation of the Technical bid solely rests on the Design presented to the Evaluation committee, who awards marks for various parameters individually. They are collated and an average is drawn out of the marks awarded by all. Whoever secured more number of aggregate marks (limited to three bidders) will be shortlisted. The presentation carries a weightage of 70%.
  2. **TABLE 2**

Criteria of the Technical Review.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sections** | **Classification** | **Key points for Technical Evaluation** | **Max marks\*** |
| Section 1 | Overall Concept design | Excellent and appealing ambience | 5 |
| Section 2 | Illumination | Focus on daylighting and shading Eco friendly illumination systems Energy efficient lighting design Low energy comfort systems | 10 |
| Section 3 | Interior design | Elegant corporate office look out Use of Low embodied energy efficient materials | 10 |
| Section 4 | Landscape | Sustainable design approach  Water conservation O2 emission plants | 10 |
| Section 5 | Furniture | Ergonomic furniture Use of Nature/ Eco friendly material | 10 |
| Section 6 | Ventilation | Maximum usage of natural ventilation Environmental friendly design | 10 |
| Section 7 | Waste water Conservation | Efficient usage of waste water | 5 |
| Section 8 | Materials | Eco friendly, Green products usage | 5 |
| Section 9 | Cost analysis | Economical project cost estimate Life cycle cost analysis | 5 |
| \* Indicative. Evaluation committee may decide as deemed fit | | | |

Note: Relevant document such as work order copy, completion certificate / declaration from the client, actual photographs, CVs, Accreditation, etc., should be submitted for above mentioned team qualification review section.

## 3rd Step – Financial Bid and final evaluation

The TSERC will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and the methodology for selection of the successful bidder through Quality and Cost Based Selection Methodology (QCBS) which is as follows. The technical proposal shall be evaluated based on several criteria as mentioned above "Technical Criteria".

Each responsive Proposal will be given a technical score (Ts) out of 100 marks.

The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 marks. The financial scores of other proposals shall be computed as follows.

Where **F =Total amount of Financial bid submitted by the bidder.**

Fm is the total amount of minimum financial bid discovered in the bidding process.

The financial score Fs will be calculated as follows.

Fs = 100 x Fm/ F

Combined technical and Cost Evaluation – The total score shall be obtained by weighting the combined technical and cost scores and adding them, as follows:

S = Ts x Tw + Fs x Fw Where

S = total score

Ts = technical score of the specific bidder

Fs = financial score of the specific bidder

Tw = weight assigned to technical score i.e 0.7

Fw = weight assigned to financial score i.e 0.3

The lowest bid will be the successful bidder. The Commission reserves the right to negotiate with L1 bidder in appropriate cases as specified under negotiations clause 24 in the tender document.

## 18. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders by any means or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the TSERC processing of Bids or award decisions may result in the rejection of his Bid.

## 19. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

1. Prior to the detailed evaluation of Bids, the TSERC will determine whether each Bid
2. meets the eligibility criteria defined under this section
3. has been properly signed;
4. is accompanied by the required securities and; is responsive to the requirements of the Bidding documents.

(ii) A responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

1. which affects in any scope, quality, or performance of the Works
2. which limits in any way, inconsistent with the Bidding documents, the Architect’s rights or the Bidder’s obligations under the Contract, or
3. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

(iii) If a Bid is not responsive, it will be rejected by TSERC, and may not subsequently be made responsive by correction or withdrawal of the non- Confirming deviation or reservation.

## 20. VALUATION AND COMPARISION OF BIDS

(i) The TSERC will evaluate and compare only the Bids determined to be responsive.

(ii) The TSERC reserves the right to accept or reject any variation, deviation, or alternative offer. Variation, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the TSERC shall not be taken into account in Bid evaluation.

# 21. CONFLICT OF INTEREST

**(i) No Current or Prior Conflict of Interest**. The bidder should not have any conflict of interests (if any) for the services which are intended to be awarded. The Bidder has no business, professional, personal, or other interest, including, but not limited to, the representation of other Architects, that would conflict in any manner or degree with the performance of its obligations under this IFT.

**(ii) Notice of Potential Conflict**. If any such actual or potential conflict of interest arises under this Invitation for Tender/Agreement, the Bidder shall immediately inform the TSERC in writing of such conflict.

* + 1. **Termination for Material Conflict**. If, in the reasonable judgment of the TSERC, such conflict poses a material conflict to and with the performance of Bidder's obligations under this Agreement/Invitation for Tender, then the TSERC may terminate the Agreement immediately upon written notice to Bidder; such termination of the Agreement shall be effective upon the receipt of such notice by Bidder and the PBG/EMD will be forfeited.

## 22. DISQUALIFICATION

TSERC may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -

1. Has not submitted the bid in accordance with the bidding document.
2. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
3. During validity of the bid or its extended period, if any, increases his quoted prices.
4. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
5. Has submitted the bid after due date and time.
6. Has offered lesser number of resources than that is required for a service category.
7. Is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.

(viii) Has submitted bid which is not accompanied by required documentation and EMD.

1. Has failed to provide clarifications related thereto, when sought.
2. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
3. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

## 23. EVALUATION OF FINANCIAL BIDS

The TSERC will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has acquired highest score after the bid evaluation process considering Technical score and financial scores, provided that such Bidder has been determined to be eligible in accordance with the provisions of section 1.

## 24. NEGOTIATIONS

(i) As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.

(ii) Negotiations shall not make original offer of the bidder ineffective.

(iii) In case the lowest/ best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the TSERC may decide to make a written counter offer to the lowest/ best bidder. If the lowest/ best bidder does not accept the counter offer given by the TSERC, TSERC may recommend for rejection of the bid or may repeat the process to make the same counter offer to second lowest/ best bidder and so on to third, fourth lowest/ best bidder, etc. till any bidder accepts it.

**25. Settlement of disputes:**

1. The contractor shall strive to settle all disputes amicably, without resorting to the adjudication. A three tier resolution process is laid down for dispute resolution. In the first place the contractor has to seek resolution of disputes with the designated authority of TSERC. Thereafter it can be escalated to the Secretary, TSERC in the form of a review. Finally, the contractor can file an appeal before the Commission.
2. If the Contractor is not satisfied with the decision of the Commission, the matter can be referred for arbitration, to a mutually agreed Arbitrator, whose award is binding on both the parties.

1. If any dispute of difference of any kind whatsoever arises between TSERC and the contractor in connection with, or arising out of the contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall in the first place, be referred to and settled by the designated authority of TSERC who shall, within a period of thirty days after being requested by the contractor to do so, give written notice of his decision to the contractor. Upon receipt of the written notice of the decision of the designated authority of TSERC the contractor shall promptly proceed without delay to comply with such notice of decision.

1. If the designated authority of TSERC fails to give notice of his decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the notice of the decision of the designated authority of TSERC, the contractor may within thirty days after receiving the notice of decision may prefer an appeal to the Commission (TSERC). Either the Contractor or TSERC are dissatisfied may prefer arbitration on mutual agreement.

# F. AWARD OF CONTRACT

## 25. AWARD CRITERIA

The TSERC will award the Contract to the successful Bidder whose Bid has been determined to be responsive to the Bidding documents and who has acquired highest score after the bid evaluation process considering Technical score and financial scores, provided that such Bidder has been determined to be (a) eligible and (b) qualified.

## 26. TSERC’S RIGHT TO ACCEPT OR REJECT ANY / ALL BIDS

The TSERC reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the TSERC’s action.

## 27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

(i) The Bidder whose Bid has been accepted will be notified of the award by the TSERC prior to expiration of Bid validity period by writing or by e-mail by registered letter. The letter of Award will state the sum that the TSERC will pay the successful bidder in consideration of the execution, completion, as prescribed by the Contract.

(ii) The issue of letter of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Bank Guarantee and execution of the agreement.

1. The Agreement will incorporate all conditions between the TSERC and the successful Bidder. The agreement will be signed by the successful bidder and the TSERC within 7 working days after receipt of the Letter of Award by the successful Bidder.

28. **Work Time Chart**

* 1. The Successful bidder within 5 working days of award of the work to him shall submit to the TSERC an illustrative and suitably coloured work time chart, in the form of bars or other effective means showing the item wise / location wise / floor wise progress which they (contractor) intend to make to enable them to conveniently and practicably complete the work in all respects within the agreed time of two months as per the contract. The chart will be scrutinized and approved by TSERC.
  2. The chart may from time to time during the progress of the work, be reviewed and modified with the approval of TSERC.

**29. PENALTY:**

(i) If the Contractor does not adhere to the approved schedule, he is liable to be penalized with a penalty of 5% on the delay of work and for the amount ascertained or attributed (as decided by TSERC) for the delay.

(ii) The contractor shall commence the works on site within the period specified as above after the receipt by him of a written order to this effect from the TSERC subject to other provisions of these conditions and shall proceed with the same with due diligence and without delay, except as may be expressly directed or ordered by the TSERC.

(iii) Save in so far as the contractor may provide, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him, subject to any requirement in the contract as to the order in which the works shall be executed, the designated authority of TSERC’s written order to commence the works, given to the contractor as may be required to enable the contractor to commence and proceed with the execution of the works in accordance with the schedule if any, otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the TSERC, make and will from time to time proceed according such timelines~~,~~. The TSERC shall give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said schedule of work proposals as the case may be; if the contractor suffers delay or incurs cost from failure on the part of the TSERC to give possession in accordance with the terms of this clause, the TSERC shall grant an extension of time for the completion of works where the delay is solely attributed to TSERC.

(iv) Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with the stated provisions of clauses within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

**30. Defect Liability Period**

The defect liability period of contract in terms of G. O. Ms. No: 8, T (R & B) Dept. dated: 08.01.2003 is **twenty four months**.

**31. Govt. NOCs/Approvals**

The contract must ensure that all the NOCs / approvals to be obtained from all the concerned departments and fee charges will be borne by the contractors.

**32. Safety measures.**

(i) The contractor shall ensure the safety of his workmen. He is liable for all the safety measures to be taken while doing the work i.e., scaffolding work, etc. TSERC is not liable for the safety of the workmen of contractor.

(ii) The following link is a directory of IGBC products. Usage of such products leads to IGBC certificate. Therefore, the contractor shall use these products in execution.

<https://ciigreenpro.com/uploads/newsletters/Directory%20on%20Green%20Products,%20Materials%20&%20Technology_2021.pdf>

(iii) The workers of the contractor are not the employees of TSERC.

# 33. PERFORMANCE BANK GUARANTEE

* 1. Within two working days of receipt of the Letter of Award, the Successful Bidder shall submit the Letter of Acceptance to the TSERC and shall deliver to the TSERC a Performance Bank Guarantee in any of the forms given below for an amount equivalent to 10% of the Contract price.

Performance Bank Guarantee in the form given in Annexure 6 in favor of Secretary, TSERC, Hyderabad

## (or)

Bank Draft, in favor of Secretary, TSERC payable at Hyderabad drawn on any Nationalized Bank only.

* 1. If the Performance Bank Guarantee is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by Nationalized Bank only and acceptable to the TSERC.
  2. Failure of the successful Bidder to comply with the requirements under this Section shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

## 34. CORRUPT OR FRAUDULENT PRACTICES

(a) TSERC expects the Bidders to observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the TSERC defines, for the purposes of this provision, the terms set forth below as follows:

1. **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
2. **Fraudulent Practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TSERC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the TSERC of the benefits of free and open competition.
3. Will reject a Bid for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
4. Will declare a firm ineligible, either indefinitely or for a stated period of time, if TSERC at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing TSERC contract.
5. By virtue of having access (limited) to the office of TSERC through the contract, any confidential information pertaining to the TSERC shall be kept confidential without ever presenting the same before any third person without the consent of the TSERC. Any leakage of information if came across by the TSERC may result in declaration of bidder as ineligible either indefinitely or for a stated period of time depending on the nature of the info got leaked, the performance bank guarantee will be forfeited and the present contract shall be terminated.

(vi) The bid/ contract shall be liable for cancellation if it is found that any amount is paid or to be paid to any agents in securing the bid / contract.

(b) Furthermore, Bidders shall be aware of the provision stated in above Clauses and Sub- Clause of the Agreement.

## 35. MONITORING OF CONTRACT

The process of assignment is monitored by the designated Officers in TSERC. Any deviations either in terms of deliverables, time schedules, approvals to be obtained from the other agencies etc, should invariably be informed to TSERC well ahead in time. Else, TSERC reserves the right to take further action as deemed fit.

## 36. RE-INVITATION OF TENDERS/ BIDS

Re-invitation of bids would generally be avoided by the TSERC. However, in case, bids with higher prices than prevalent market rates have been received in the bidding process or considerable changes in qualification/requirements, terms and conditions are required to be made or otherwise, re-invitation of bids shall be done.

## 37. JURISDICTION

All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in TSERC Headquarters @ Hyderabad only. No suit or other legal proceedings will be instituted elsewhere.

\*\*\*\*\*

**SECTION - 2**

## ANNEXURE – 1

**ORGANIZATION INFORMATION**

|  |  |  |
| --- | --- | --- |
| Sl.  No. | **Item description** |  |
| 1 | Name of the Organization |  |
| 2 | Address of the applicant with  telephone no & email id |  |
| 3 | Year of Establishment |  |
| 4 | Name of the CEO / Director |  |
| 5 | Contact cell number of CEO |  |
| 6 | Email id of CEO |  |
| 7 | Constitution | Propriety / Partnership / Limited Company / Corporation / Joint Venture / Consortia / LLP (Submit a copy of relevant  document) |
| 8. | Details of Professional staff, such as Designers, etc |  |

Authorized Signatory

## ANNEXURE – 2

## CHECK LIST AND DETAILS TO BE FURNISHED BY THE BIDDER

|  |  |  |
| --- | --- | --- |
| Sl No | Details | Whether furnished, if yes, details thereof |
| 1 | IFT No |  |
| 2 | Last date and time of submission of the  bid |  |
| 3 | Details of EMD submitted, if not specify |  |
| 4 | State whether the bid submitted is in two parts |  |
| 5 | Whether willing to furnish performance BG @ 10% of the order to be placed |  |
| 6 | Prices whether FIRM |  |
| 7 | Financial turnover certified by the  Chartered Accountant / Auditor for the past 3 years |  |
| 8 | Whether any other tax / duty is payable. If so please furnish the details of the tax and whether the same is included in the  price or not |  |
| 9 | State whether client’s terms of payment  are accepted |  |
| 10 | State whether 120 days validity of the bid  is offered |  |
| 11 | Firm’s references to show case relevant  experience along with necessary proofs and credentials |  |
| 12 | Whether Income Tax clearance certificate is enclosed |  |
| 13 | Whether Penalty clause is accepted |  |

Authorized signatory of the bidder

Name:

Business Address

Place:

Date

## ANNEXURE 3

**ELIGIBILITY CRITERIA REFERENCES**

(To be enclosed with the technical bid)

## 1. Turnover of the Bidder

Name of the Bidder:

|  |  |  |
| --- | --- | --- |
| Sl No | Financial Year | Turnover in Crores |
| 1 | 2020-21 |  |
| 2 | 2019-20 |  |
| 3 | 2018-19 |  |
| 4 | 2017-18 |  |
| 5 | 2016-17 |  |

Proof of turnover should be duly certified by CA/Auditor.

Certified Copies of audited Balance sheets with Profit & Loss account statement for last 5 years must be enclosed along with the bid

SIGNATURE OF AUTHORISED SIGNATORY

(BIDDER)

Place: Date:

NAME IN FULL

DESIGNATION / STATUS IN THE FIRM BIDDER COMPANY SEAL

ADDRESS OF BIDDER

**ANNEXURE – 4**

# SELF DECLARATION ON NON-BLACK LISTING

(To be enclosed with the technical bid on official stationary)

To

The Secretary

TSERC – 11-4-660, 5th Floor,

Singareni Bhavan, Red Hills, HYDERABAD – 500 004

In response to the IFT No. Dated for providing Conceptualization, Designing, Supply and Erectioning / Commissioning of Landscape, Furniture for TSERC Owner / Partner / Director of

I / We hereby declare that presently our firm (a concern/company/LLP/JV/SPV etc.,) is having an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government (State and Central ) or its agencies including its Public Sector Undertakings.

We submit that a statement showing the abandoned, left during the course of the professional work assigned, the reasons thereof is attached to this Annexure.

We further declare that presently our Company / Firm is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any ERC or any Government (State and Central) or its agencies including its Public Sector Undertakings as on the date of bid submission.

If this declaration is found to be incorrect, without prejudice to any other action that may be taken, my / our EMD/ Bank (performance) guarantee may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Date: Place:

Name of the bidder……………………………

Signature……………………………

Seal of the organization……………………………

## ANNEXURE 5

**BIDDER’S AUTHORIZATION CERTIFICATION**

(to be enclosed with the technical bid)

To

The Secretary FAC,

TSERC – 11-4-660, 5th Floor,

Singareni Bhavan, Red Hills, HYDERABAD – 500 004

(Bidder’s employee name) , Designation is hereby authorized to sign relevant documents on behalf of the (name of the company / firm ) in dealing with the Bid of reference (bid reference no & date of tender floated) . He is also authorized to attend meetings & submit pre-qualification, technical & financial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/her verified signature is as under.

Thanking you,

(Signature of the authorized person)

(Signature of the verified person)

Place: Date:

Name of the Bidder……………………..

Seal of the Company

## ANNEXURE – 6

## PROFORMA OF PERFORMANCE BANK GUARANTEE

To

The Secretary FAC

TSERC, Hyderabad

1. Against the contract vide advance acceptance of the IFT reference

No: Dated and the Contract titled “

Contract for providing Conceputlisation, Designing, Supply and Erectioning / Commissioning of Landscape, Furniture for construction of TSERC Net Zero Energy Building at its site” (hereinafter called as the “contract”) entered into between Telangana State Electricity Regulatory Commission (TSERC) and (Bidder’s name) (hereinafter called as the successful bidder or Architect), We (Name of the Bank with branch)., are holding in trust in favour of TSERC, the amount of RS (Rupees in words……………….) to indemnify and keep indemnified TSERC against any loss or damage that may be caused to or suffered by TSERC by reason of any breach by the Architect of any of the terms and conditions of the said contract and / or in the performance thereof.

1. We agree that the decision of TSERC, whether breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Architect and the amount of loss or damage that has been caused, short of service suffered by TSERC shall be final and binding upon us and the amount of the said loss, damage, shortage shall be unconditionally paid by us forthwith on demand and without demur to TSERC.
2. We (the bank) further agree that the guarantee herein contained shall remail in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Architect till herein after called the said date and that if any claim accrues or arises against us (name of the bank), by virtue of this guarantee before the said date, the same shall be enforceable against us (name of the bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us (name of the bank) by TSERC within the said date.

Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from TSERC. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs.

( in words) and it shall remain in force until with an additional claim period of two months thereafter. This Bank Guaranteee shall be extended from time to time for such period as may be desired by (name of the Architect). We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the client serves upon us a written claim or demand.

1. It is fully understood that this guarantee is effective from the date of the said contract and that we (name of the bank) undertake not to revoke this guarantee during its currency without the consent in writing of the TSERC.
2. We undertake to pay TSERC any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
3. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the Bidder shall have no claim against us for making such payment.
4. We (name of the Bank) further agree that TSERC shall have the fullest liberty, without affecting in any manner our obligations here under to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by TSERC against the said bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, (name of the Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said bidder or for any forbearance of TSERC to the said Biddder or for any forbearance and or omission on the part of the TSERC or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or Bidder.

5. This Bank guarantee can be verified at our Corporate / Registered Office whose address is furnished below:

WITNESS NO. 1 Authorized Bank

Representative

(Signature) (Signature)

Full name and official Full name, designation

and Address (in legible letters)

Address (in legible letters) with Bank stamp

WITNESS NO. 2

-------------------------- Attorney as per power of

(Signature) Attorney

No.............

Full name and official

….

Address (in legible letters)

Dated………………

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by any **Nationalized** Bank only.

**ANNEXURE 7**

IFT Notice No:

## FINANCIAL BID FORMAT

Financial bid for providing Conceptualization, Designing, Supply and Erectioning / Commissioning of Landscape, Furniture for construction of TSERC Net Zero Energy Building.

To

The Secretary FAC,

TSERC – 11-4-660, 5th Floor,

Singareni Bhavan, Red Hills, HYDERABAD – 500 004

I / We submit the following financial bid for the scope of the work mentioned in this document as per the details given below:

Lumpsum turnkey amount: Rs. ………………………………………….

(Rupees )

We are given to understand that the total contract price will be considered in the evaluation of the financial bid.

I / we submit that the total contract price is inclusive of all applicable taxes (excluding GST as applicable) and other expenses. Any variation in taxes during the contract period is to the account of TSERC.

I / We understand that TSERC reserves the right to accept or reject any or all the tenders received without assigning any reasons thereof.

Signature of the Authorized signatory

Name and Title of the Signatory Name and address of the firm