



TELANGANA STATE ELECTRICITY REGULATORY COMMISSION
11-4-660, 5th FLOOR, SINGARENI BHAVAN, RED HILLS, HYDERABAD

INVITATION FOR TENDER (IFT)
FOR PROVIDING ARCHITECTURAL AND OTHER ALLIED SERVICES
FOR CONSTRUCTION OF TSERC NET ZERO ENERGY BUILDING

IFT No: TSERC/NZEB/001/2022, Dated:09.03.2022

Last date for receipt of the Tender is
30.03.2022

INVITATION FOR TENDERS

LETTER OF INVITATION

1. **Telangana State Electricity Regulatory Commission** (hereinafter referred to as **TSERC**) invites bids (Technical and Financial) from the eligible, experienced (in construction of Net Zero Energy Buildings with certification) and interested Architects or consortium of Architects for rendering the Architectural and allied services for construction of a Net Zero Energy Building for official use in its site. The services are required till the completion of building.
2. The Tender document is available in e-procurement platform i.e. <https://tender.telangana.gov.in> and also at www.tserc.gov.in. Bid submission along with the Check list as per Annexure – 3 should be submitted in e-procurement site on or before 22.03.2022 and a hard copy should be submitted to the Secretary (FAC), TSERC, 11-4-660, 5th Floor, Singareni Bhavan, Red Hills, Hyderabad – 500 004 duly superscribing the intent and duly enclosing all the documents that are required for the said tender. Tender uploaded, but the hard copies are not sent will be a disqualification of the tender.
3. The Architect or consortium will be selected under Single Stage – Two Envelop Procedure as described in this Tender document. The Technical bids would be evaluated based on the qualification criteria 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 applicant in connection with the preparation and delivery of Bids, including costs and expenses related to visit to the site. 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 for 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 authority may request the bidders to extend the period of validity for a specified additional period. However bidders will not be permitted to modify their submitted Bids.

Secretary (FAC)
TSERC

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Notice Inviting Tender Details

Sl. No.	Description	Details
1	Name of the Department / Organization	Telangana State Electricity Regulatory Commission (TSERC)
2	Office Address	11-4-660, 5 th Floor, Singareni Bhavan, Red Hills, Hyderabad – 500 004 Email Id: tsercnetzerobuilding@gmail.com
3	IFT No	TSERC/NZEB/001/2022
4	Tender Subject	Tender for rendering the Architectural and allied services for construction of TSERC Net Zero Energy Building in its site located at Lakdikapul, T No 7/P, Block – L, Ward – 83 of Khairatabad Tahsil, Hyderabad District, Telangana, more specifically described in this document at Scope of work.
5	Period of work	To be determined as per the construction of building
6	Tender Type	Open
7	Tender Category	Services (Design and Consultancy support)
8	Transaction fee and Corpus Fund	<p>Transaction fee:</p> <p>All the bidders / suppliers shall pay the transaction fee of Rs. 2000/- plus GST @18% in favour of Telangana State Technological Services (TSTS).</p> <p>Mode of Payment: The transaction fee has to be paid through electronic gate way payment system to TSTS by each participating bidder at the time of bid submission.</p> <p>Corpus Fund:</p> <p>As per the Government of Telangana orders vide its GO No. 4, the user department i.e. TSERC shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000/- (Rupees Ten Thousand only) for works with ECV upto Rs. 50 crores and Rs. 25,000/- (Twenty five thousand only) for</p>

		works with EVC above Rs.50 crores from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. There shall not be any charge towards eProcurement fund in case of works, goods and services with ECV less than and upto Rs. 10 lakhs.
	Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakhs only)
	EMD payable to	In the form of a Demand Draft Or Through RTGS / NEFT Name: TSERC Fund Bank: State Bank of India Branch: Bazarghat, Hyderabad IFS Code: SBIN0005893 Account No: 34390770811 In case of RTGS / NEFT, the details of such account transfer is to be made available All the above are from a nationalized bank only.
	Start date (placing of IFT in e-procurement platform in web portal)	09.03.2022
	Pre-bid meeting	The pre bid meeting will be virtual and will be held on 23.03.2022 at 3.00 pm . Those who intend to participate in the pre-bid meeting need to express their intention. They may forwarding their id to whom the link need to be sent.
	Bid submission closing Date	30.03.2022 at 5.00 pm
	Technical Bid Opening Date	31.03.2021 at 12.30 hrs (Tentatively)
	Presentation by the bidders	The bidders may be required to make their virtual / physical presentations to the Commission, the selection committee. The date and time of presentation will be informed to them. The

		presentation may include detailed report explaining the Architect's approach particularly to this project describing implementation strategies starting from conceptualization, phasing, development approach, time schedule (Bar charts, PERT & CPM) etc., should be submitted.
	Financial Bid opening date	06.04.2022 at 15.00 hrs (Tentatively)
	Place of tender opening	Virtual. Those who are Qualified in the technical bid and interested to witness the opening, may express their such intention at the time of submission of their bid.
	Officer inviting bids	Secretary (FAC), TSERC
	Contact Email id	tsercnetzerobuilding@gmail.com
	Eligibility criteria	<p>An abstract of the Technical and Financial eligibility criteria for an Architect or Consortium of Architects for qualifying in this tender are given below:</p> <p>The Architect will be selected on the basis of QCBS (Quality and Cost based solution)</p> <p>1. Technical Requirements:</p> <p>a) The Architect should be a Class – A Architect with prior experience of executing Iconic Buildings.</p> <p>b) A detailed list of similar on going projects with Architect with description of projects, cost, time limit, targets etc. Details of LEED Platinum, GRIHA Five star certified and Net-zero buildings (name of the project, certification level achieved, role of the design team in the project, copy of certificate or certified client testimonial) should be submitted along with the bid.</p> <p>2. Financial criteria</p> <p>a) The Architect should have designed and rendered assistance for atleast one Building (office) work of similar nature of the value of the building.</p>

		<p>b) The Architect should have designed and rendered assistance for atleast one Building (office) work of similar nature of the value of the building should not be less than Rs. 20 crores or two Class A buildings costing atleast Rs. 50 crores in the last 5 years as on 01.03.2022. Completion of building means the Architectural & construction works / services are completed and the Project is completed. Documentary evidence in support of this shall be required.</p> <p>c) The Architect / consortium of Architects should have an annual turnover (Audited and Certified by a Chartered Accountant) of exceeding Rs.30 crores in the last five years as on 01.03.2022. (In any case the turnover should not be less than Rs. 20 crores in any one financial year).</p> <p>d) Certified copies of Audited Balance Sheet & Income Tax returns for the last 5 years ending FY 2021-22 should also be submitted along with the Bid</p> <p>d) It may be certified that whether the bidder is having any local associate in Hyderabad, if so their details may be furnished. If not, how the bidder intends to render their services need to explained in detail.</p> <p>3. Composition of the Team: The team to be deployed for this project with their qualifications, experience profile, projects handled is also to be submitted along with the Bid.</p> <p>4. Possession of accreditations or registrations etc as required for the profession of Architects is the basic criteria and it should be supported by necessary certifications.</p> <p>6.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).</p> <p>7. EMD should be furnished as per the details spelt out in the tender document</p>
	Disclaimer	Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false

		<p>representations in the forms, statements and attachments submitted in proof of qualification requirement and / or record of poor performance such as not properly completing the contract, inordinate delays in works completion, litigation history or financial failure etc,. Notwithstanding anything stated above, TSERC reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such as assessment in the over all interest of TSERC.</p>
	<p>Procedure for Bid submission</p>	<p>Bids shall be submitted online (e-procurement platform) and a hardcopy is to be submitted to this office mandatorily.</p> <p>1. The bidders who are desirous of participating in Tender shall submit their technical bids, financial bids as per the standard formats mentioned in this document.</p> <p>2. The bidders should submit the following documents in support of technical bids. The bidders shall sign all the statements, documents, certificates, owning responsibility for their correctness / authenticity:</p> <p>A) EMD should be furnished as per the details specified in this document</p> <p>B) Financial Turnover and Net worth certified by a Chartered Accountant / Auditor for last 5 years.</p> <p>c) Duly filled and signed proforma as per Annexures.</p> <p>3. The copies of certificates, documents, original Demand Drafts in respect of EMD are to be submitted by the bidder to the Secretary, TSERC so as to reach before the due date. Failure to furnish any of the documents, certificates, before the due date will entail in rejection of the bid. The client shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.</p>

	Rights reserved with TSERC	TSERC reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. TSERC also reserves the right to split the tender and place contract on more than one bidder at its discretion under special circumstances.
	Terms and Conditions	As per tender documents

Secretary (FAC)

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.

SCOPE OF BID

TSERC invites bids “for providing Architectural and other allied services for construction of a Net Zero Energy Building”.

1. SCOPE OF WORK

- 1.1 Broad scope of work to be carried out for TSERC shall be as under:
- 1.2 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.
- 1.3 The location of the site is at Lakdikapul, U S NO 7/P, Block – L, Ward – 83 of Khairatabad Tahsil, Hyderabad Dist, Telangana. The plot has an area of 1862 m² (2226.9 sq yards). The complete building will have an approximate built up area of 46215 Sft or 4293 m² .

Following are the boundaries of the site.

North: Amaravathi Theatre
South: Neighbours property
West: Lakdikapul Railway station
East: T S No 7/P

Bidders may inspect the site before hand enabling them to have a comprehensive view of the location and site. An aerial photograph downloaded from the internet and a few photographs of the site are attached to this document at the end.

- 1.4 The Architect shall provide professional services as per the details given in this document including any other incidental and activities not explicitly mentioned but required for carrying out the construction of the building with holistic approach.

Floor wise space requirement are as follows:

Sl No.	Floor	Provision for
1	Ground	<ul style="list-style-type: none"> i. Vehicle parking (4/2 wheelers) with special enclosures for the Commission vehicles and visitors vehicles ii. Utilities such as water sumps, Sewerage water tanks, air blowers or any other equipment, control panel, lift room etc., iii. Room for Security, Drivers change room, Watchman, Washrooms, DG set etc., iv. Miscellaneous
2	First	<ul style="list-style-type: none"> i. Court hall to accommodate 150-200 persons ii. 4 private rooms with wash rooms for Commission iii. Reception, Visitors lounge iv. General wash area v. Pantry, Utilities (laundry, wash etc)
3	Second	<ul style="list-style-type: none"> i. Six (06) cabins ii. Fifteen (15) Work stations iii. Small cabins for Stationery, Records / Filing/ Library iv. Wash area v. Visitors lounge
4	Third	<ul style="list-style-type: none"> i. Eight (8) cabins ii. Twenty (20) workstations iii. Conference hall - 50 persons iv. Record room v. Customer/visitors lounge
5	Fourth	<ul style="list-style-type: none"> i. Cabin for Secretary with provision for PS & private room ii. Twenty (20) Work stations iii. Server room iv. Visitors lounge, Washrooms
6	Fifth floor	<ul style="list-style-type: none"> i. Chairman chamber with private room with pantry ii. Chairman's peshi iii. Chairman's visitors lounge iv. Chambers for Three members along with Private rooms with pantry v. Peshi's for Three Members separately vi. Common visitors lounge vii. Visitors wash rooms viii. Small conference hall – 20 persons

- 1.5 The successful bidder Architect or consortium of Architects should render necessary assistance in selecting a builder who can construct the Net Zero Energy Building on continuous basis till completion of the building.
- 1.6 Besides designing such building, necessary support of the Architect is also needed till completion of the building.

2. COMPREHENSIVE DESIGN AND ENGINEERING SERVICES:

- 2.1 The Architect shall provide comprehensive design and engineering services for project including all services /utilities required for completion of project ensuring compliance with relevant codes, standards, and guidelines.
- 2.2 The Architect shall prepare conceptual schemes of Architectural / interior works and services / utilities design covering the works / systems as mentioned below and shall make presentations to TSERC from time to time as required. The Architect shall carry out modifications as per the observations of TSERC on the conceptual schemes till approval from TSERC is obtained.

2.3 The Architect shall do the Design and Detailed Engineering in the following areas:

- 2.3.1 Conceptual and detailed architectural & interior works
- 2.3.2 Furniture designs
- 2.3.3 Façade design
- 2.3.4 Landscape design (including parking, furniture design, graphic design and signage)
- 2.3.5 Detailed structural analysis and designs of the designed building
- 2.3.6 HVAC & other mechanical system for complete building
- 2.3.7 Complete HT & LT Electrical system including integration of renewable energy systems viz., Solar & wind.
- 2.3.8 Lighting systems
- 2.3.9 Fire fighting systems, Plumbing system works (Water supply, Drainage, sewage treatment plant Ro / Softening plant etc)
- 2.3.10 Elevators / escalators etc
- 2.3.11 Intelligent Building Management system
- 2.3.12 Any other work not specifically mentioned but required for successful completion of construction works as per the approved design scheme.

Note: **Any exclusion of services to be clearly mentioned by the Architect should be in the format provided in the Annexure – 7.**

- 2.3.13 The Design & detailed engineering shall be complete with Design basis reports of all works & systems / services, design calculations, specification, required documentation, drawings

- item rate tender inputs, etc., with sufficient details for clear understanding.
- 2.3.14 On approval of the above, design details and detailed construction drawings shall be prepared by the Architect and submitted to TSERC for final review.
- 2.3.15 Subsequent to incorporation of all comments as received from TSERC after final review, the design details and detailed construction drawings shall be submitted by the Architect for final approval of TSERC.
- 2.3.16 Preparation and submission of preliminary and detailed Cost Estimates, Bill of quantities and Tender documents preparation of Item rate tender (s) inputs for the number of tender packages decided by TSERC (i.e scope of work, Tender drawings, schedule of quantities with back up documents, schedule of rates / detailed cost estimates with analysis of rates along with back up documents / quotations, technical specifications, list of makes, specific provisions if any and any other input required for preparation of item rate tenders etc.,) is included in the scope of works.
- 2.3.17 The Architect shall attend pre-bid meeting of tenderers and provide replies to the queries pertaining to the scope of works during the tendering process.
- 2.3.18 The Architect shall prepare & issue “Good of Construction (GFC) drawings, including Architectural, structural, interior landscape plumbing, firefighting electrical (HT & LT), HVAC, Power back up, all LV/ELV systems (automatic fire alarms, Public address systems, CCTV system, Access control system, Renewable energy systems, Lighting control systems, IT / Data networking system, Office printing solutions, Intelligent building management system, Elevator (Passenger & Goods), Vehicle parking, Audio & Video systems including digital wall and HD Video conferencing) and security system. The GFC drawings shall be prepared in line with approved engineering design basis, approved concepts, approved tender drawings, specifications & schedule of rates and shall be adequately detailed and shall contain enough information to be enable construction, full measurement, pricing and production of bill for payment.
- 2.3.19 The Architect shall review all technical data sheets, documents & shop drawings etc., submitted by the building construction contractor.

3. CO-ORDINATION:

- 3.1 The Architect shall do coordination with all interface activities with TSERC and building construction contractor, statutory authorities, green building and other rating / certifying agencies involved in the project as required for successful completion of the project.
- 3.2 The Architect along with sub-Architects shall attend review meetings which may be conducted at short notice also.

4. NET ZERO ENERGY AND GREEN BUILDING CERTIFICATION

- 4.1 The Architect shall perform design analysis on different Net Zero energy design strategies. Any amendments, thereto shall also be in consultation with TSERC.
- 4.2 All conceptual & detailed designs and supporting analysis pertaining to HVAC/ electrical /renewable/ lighting/envelope design, etc., will be peer reviewed (as finalized by TSERC) and vetted by TSERC before release for execution.
- 4.3 Energy simulation and obtaining Green Building Certification will be under the Architecture scope of services.
- 4.4 The Architect shall incorporate design changes required to obtain the Green Building certification.
- 4.5 The targeted certification will be LEED/IGBC/ Net Zero rating system – Platinum / GRIHA 5 star provisional & Final rating)
- 4.6 The Architect shall meet all the requirements (as listed in ECBC-2017) to achieve a Super ECBC building design.
- 4.7 Green building certification related works such as feasibility study, analysis, documentation, Day lighting & energy simulation, coordination, submission, registration of the project with LEED / IGBC/GRIHA/, Coordination with LEED/IGBC/GRIHA officials for site visits and other stakeholders will be in the EDS's scope of services.

5. REVIEW OF BUILDING CONSTRUCTION CONTRACTOR'S DELIVERABLES:

- 5.1 The Architect shall review, check and approve the technical data sheets, shop drawings, documents / data sheets of equipment's / materials, Quality Assurance Plan for materials etc., prepared and submitted by the building construction contractor.

5.2 TSERC has all the right to have a peer review of the deliverables prepared & submitted by the building construction contractor and approved by the Architect and take corrective action, as deemed fit to meet project requirement.

5.3 Construction/ Execution

5.3.1 The Architect shall do site supervision by periodic site visits fortnightly and as required and shall ensure that the construction/ execution is done in accordance with approved drawings, specifications etc.

5.3.2 The Architect shall aid in approval of samples, inspection and evaluation of construction works including selection and procurement of items.

5.3.3 The Architect shall provide clarifications and decisions as required for construction/ execution activities.

5.3.4 The Architect shall review the deviations (if required during execution) submitted by construction contractor including its technical & financial justification and forward the recommendation to TSERC for processing the deviations

5.3.5 The Architect shall review and certify the As-Built drawings submitted by construction Contractor after completion of works

6. Other Activities and Important Conditions

6.1 The Architect will make their best endeavour to reduce the cost of Construction by any change of specifications, method of Construction, value engineering or any innovative or economical design.

6.2 The Architect shall visit the site during construction (till handing over), at regular intervals, & shall aid in approval of samples, and to inspect and evaluate the construction works, provide clarification and decision, in drawings/specifications, attend conferences and meetings etc. No separate payment/reimbursement shall be made on this account and quoted price is deemed to be inclusive of these expenditures.

6.3 The Detailed Estimate prepared by the Architect for the Item Rate Tender(s) shall be reviewed by TSERC along with the backup documents /quotations and rate analysis provided by Architect. Any further documents/justification required to justify the estimate shall be provided expeditiously by Architect. TSERC is at liberty to ask Architect to make changes in the scope of works of Tender to meet its

requirement. However, no additional payment shall be made to Architect on this account.

- 6.4 The Architect or professionals/ sub-contractors engaged by him shall make periodical visits to project site as required. All travels, boarding, lodging and other expenses for these visits is deemed to be included in his Fee and no additional cost is payable on this account.

7. Preparation and Submission of Deliverables.

- 7.1 Broadly, deliverables by the Architect shall include (but not limited) to following:
- 7.2 Engineering Design Basis Reports for all works, disciplines, systems including IT Systems.
- 7.3 Conceptual Designs, presentations, drawings, 3-D views.
- 7.4 Physical Model of scale 1:50
- 7.5 Final Concept Designs & drawings approved by TSERC
- 7.6 Preliminary Cost Estimate
- 7.7 Design calculations for all services & systems
- 7.8 Bill of Quantities for all works / services/ systems with back up documents
- 7.9 Tender inputs as mentioned elsewhere in the bidding document
- 7.10 Detailed Cost estimate with backup documents like rate analysis and market quotations
- 7.11 HD Walkthrough with Voice over
- 7.12 Drawings and documents (in sufficient copies) for submission to the statutory authorities for approvals
- 7.13 Preparation and issuance of Good for Construction (GFC) drawings (Hard prints, soft files in PDF & Autocad Format)
- 7.14 The data sheets & shop drawings prepared by Contractor and reviewed/approved by Design Architect
- 7.15 Periodic supervision report with respect to implementation of the project.
- 7.16 Clarification to TSERC on contractor/ Bidder's queries
- 7.17 A set of final Drawings & Documents with electronic file in electronic media

- 7.18 Certified “As built” drawings (prepared by contractor & approved by the Architect and TSERC).
- 7.19 Replies to Audit/ vigilance queries/ observations pertaining to TSERC Scope of work (if required/ as applicable)
- 7.20 Any other documents that are not categorically mentioned but required for final acceptance by the TSERC
- 7.21 Deliverables shall be prepared using approved software/format and shall be complete in all respect indicating document or drawing number, revision number, purpose of issue, signature of Performer, Checker and approver.
- 7.22 Hard copies (3 number for each deliverable& 7sets of GFC drawings) and soft copies (in pen drive) of deliverables shall be submitted by the Architect.

8. General Services:

- 8.1 All documents, drawing, reports and any other documents submitted in fulfilment 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.
- 8.2 The Architect shall obtain all statutory approvals from the concerned competent authorities / agencies/ offices. For obtaining statutory approvals, the Architect shall prepare and submit all the necessary documents and drawings, undertake associated liaison, an incorporate necessary changes or make modifications in the designs based on inputs received from the statutory authorities.
- 8.3 The Architect shall provide to TSERC sufficient drawings and documents, as required, to all environment related clearances, provide assistance in such clearances by creating suitable presentations about the building design, shall be available for presentations to various environmental clearance bodies, and shall incorporate necessary changes or make modifications in the designs based on inputs received from these bodies.
- 8.4 All additional surveys or tests beyond those conducted as part of this work which may be required to be conducted for the exercise of due diligence in the fulfilment of the scope of services as defined in this Invitation for Tender Shall be the responsibility of the Architect.
- 8.5 All intellectual property rights of the schemes and proposals submitted in fulfilment of the scope of services shall rest with TSERC.

9. ELIGIBLE BIDDERS

- 9.1 This Invitation for Tender is open to all eligible bidders. Any services to be used in the performance of the Contract shall have their origin in India.
- 9.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

10. ELIGIBILITY CRITERIA

The technical and financial criteria for an agency to be qualified as a consultancy support firm to TSERC are as below –

10.1 Technical Requirement

- 10.1.1 The Architect should be a **Class – A** Architect with prior experience of executing Iconic Buildings.
- 10.1.2 A detailed list of similar ongoing projects together with size and description of projects, its cost, adherence to its time limits, targets etc.

Details of LEED Platinum, GRIHA Five star certified and Net-zero buildings (name of the project, certification level achieved, role of the design team in the project, copy of certificate or certified client testimonial) should be submitted along with the bid.

Certified copies of Audited Balance Sheet & Income Tax returns for the last 5 years ending FY 2021-22 should also be submitted along with the Bid

10.2 Financial Criteria:

- 10.2.1 The Architect should have designed and rendered assistance for atleast one Building (office) work of similar nature of the value of the building.
- 10.2.2 It should not be less than Rs. 20 crores or two Class A buildings costing atleast Rs. 50 crores in the last 5 years as on 01.03.2022. Completion of building means the Architectural & construction works / services are completed and the Project is completed. Documentary evidence in support of this shall be required.
- 10.2.3 The Architect / consortium of Architects should have an annual average turnover (Audited and Certified by a Chartered Accountant) of exceeding Rs. 6 crores per year in the last five years as on 01.03.2022.

- 10.2.4 Composition of the Team: The team to be deployed for this project with their qualifications, experience profile, projects handled is also to be submitted along with the Bid.
 - 10.2.5 Possession of necessary accreditations or registrations etc as required for the profession of Architects is the basic criteria and it should be supported by necessary certifications.
 - 10.2.6 In case of a firm, it must be registered in India for the past 5 years at the time of issue of this tender (Registration certificate to be submitted).
 - 10.2.7 EMD should be furnished as per the details spelt out in the tender document
- 11. 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.
 - 12. The bidder must not have been blacklisted by the Central/State Electricity Regulatory Commissions or Government or any other Government body or PSU.
 - 13. No sub-consulting, sub-contracting shall be allowed. The work undertaken by any sub contracting/sub-consulting of the Bidder shall not be considered as work experience.
 - 14. The Bidder firm should be registered for GST and should submit documentary evidence of the same.
 - 15. Documentary evidence for the following must be submitted:**
 - 15.1 Proof of Turnover and Net worth duly certified by the Chartered Accountant / Auditor
 - 15.2 Works executed indicating the details of the works, Architect, value, certifications acquired, date of initiation and date of completion
 - 15.3 Certificate of registration of the Architect (Professional and otherwise)

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

- 15.4 Made misleading or false representations in the forms, statements and attachments submitted in proof of the submitted documents
- 15.5 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

16. 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.

B. BIDDING DOCUMENTS

17. CONTENT OF BIDDING DOCUMENTS:

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

18. CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may notify TSERC in writing or by e-mail at the TSERC's address indicated in the invitation to bid. TSERC will respond to any request for clarification, which is received earlier than 7 days prior to the deadline for submission of bids. "Annexure 4".

19. AMENDMENT OF BIDDING DOCUMENTS

19.1 Before the deadline for submission of bids, TSERC may modify the Bidding documents by issuing addenda which will be posted on TSERC website i.e. www.tserc.gov.in

19.2 Any addendum thus issued shall be part of the bidding documents and therefore relevant information is also to be uploaded by the bidder in TSERC's website www.tserc.gov.in

19.3 To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, TSERC shall extend time as necessary the deadline for submission of bids.

C. PREPARATION OF BIDS

20. LANGUAGE OF THE BID

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

21. DOCUMENTS COMPRISING THE BID

The bid submitted by bidder shall be of double packet comprising of the following.

- (a). Technical Bid:** Technical bid consists of EMD and qualifying information with proof of necessary supporting documents.

While submitting the bids, the following may be focused.

Classification	Size	Quantity	Remarks
Design scheme	A3 paper (594 X 841mm)	1 set	
Net-Zero design report	A4 (210 X 297 mm)	1 set	Focus on Super ECBC compliance, Net Zero approach and green building certification compliance
Team profile	A4 (210 X 297 mm)	1 set	Atleast 2 nos of CV's Architects who will be working on the project of TSERC. Their project credentials, completion certificates etc., Note: Whose CVs are attached, they need to be with the assignment till the end (except for force majeure) or in case of any other eventuality, same credible professionals need to be assigned.

- b. Financial Bid:** Financial bid consists of the Commercial Template and bid document.

22. BID PRICES

22.1 General

- a) All the prices would be quoted only in Indian Rupees (INR) currency.
- b) 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 and initialed with date.
- c) The prices and discounts quoted by the Bidder in the Price Schedule/ Financial Bid shall conform to the requirements specified therein.
- d) All resources' in the Financial Bid must be listed and priced separately. If

a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

- e) The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.
- f) 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.
- g) Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.
- h) The price quoted shall be inclusive of all the applicable taxes existing at the time of bidding. No additional claims on this account will be accepted during the term of the contract.

22.2 Taxes & Duties

All taxes are deemed to be included in the financial bids submitted by the bidder. The bidder is required to quote the applicable taxes separately and the total contract price of the bid shall be taken inclusive of all existing taxes. The present rate of GST is @ 18% (SGST @ 9% and CGST @ 9%). Any variation in Taxes during the contract period is allowed.

23. CURRENCIES OF BID AND PAYMENT

- 23.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 23.2 The invoice/bill should be submitted to the Commission Secretary, TSERC along with certified copies from concerned.

23.3 Terms of Payment

Stage-1 Advance	5% of the finalized fees
Stage-2 On approval of concept drawings	5% of the finalized fees
Stage-3 On approval of final design and obtaining statutory from government bodies	10% of the finalized fees

Stage-4 On approval drawings good for construction	10% of the finalized fees
Stage-5 After approval of all detail drawings and completion of tender stage	10% of the finalized fees
Stage-6 On execution of work worth 25% of its estimated cost	10% of the finalized fees
Stage-7 On execution of work worth 50% of its estimated cost	10% of the finalized fees
Stage-8 On execution of work worth 75% of its estimated cost	10% of the finalized fees
Stage-9: On execution of work worth 100% of its estimated cost	10% of the finalized fees
Stage-10: On completion of post execution stage	20% of the finalized fees

23.4 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-

- a) The bidder fails to comply with any of the terms of the LOA/ work order
- b) The bidder becomes bankrupt or goes in to liquidation.
- c) The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.
- d) The bidder involves or adopts in any corrupt practices

23.5. 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

23.6 Limitation of Liability

Except in cases of criminal negligence or willfull 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.

24. BID VALIDITY

- 24.1 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 by the Architect as non- responsive.
- 24.2 In exceptional circumstances, prior to expiry of the original time limit, the Architect may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or mail. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD for a period of the extension, under this Section in all respects.

25. EARNEST MONEY DEPOSIT (EMD)

- 25.1 The Bidder shall furnish, as part of its bid, a EMD of Rs 2 Lakhs. This amount should be paid by way of a crossed demand draft (Nationalized Banks) drawn only in favor of TSERC Fund and payable at Hyderabad. The crossed DD should invariably be furnished along with the bids. Alternatively, the bidders may furnish a B.G. from any nationalized bank only in the name of Secretary, TSERC in original in lieu of DD only as per the proforma attached. Fax / photocopies of the EMD will not be accepted and will be rejected.
- 25.2 The fact of having enclosed EMD by DD or account transfer along with the bid should be clearly super scribed on the bid envelope.

- 25.3 Submission of EMD by way of cheque, cash, money order, will not be accepted and will be considered as disqualification.
- 25.4 Requests for exemption from payment of EMD will not be entertained in any case.
- 25.5 Any bid not secured as above will be rejected by TSERC.
- 25.6 Unsuccessful Bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after entering the agreement with the successful bidder.
- 25.7 The successful Bidder's EMD will be discharged upon the Bidder signing the contract.

25.8 The EMD may be forfeited:

- (a). If a Bidder:
 - i. Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii. 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.
- (b). In the case of a successful Bidder, if the Bidder fails:
 - i. To sign the contract.
 - ii. To furnish Performance Bank Guarantee (PBG)
- 25.9 In cases where the Bid Cover Contains superscription of having furnished EMD by way of DD but if the same is not found within, such Bids will be rejected and bidder will be disqualified.
- 25.10 No interest will be paid by TSERC on the EMD deposited.
- 25.11 If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the Architect will be suspended for one year.

D. SUBMISSION OF BIDS

26. SUBMISSION, SEALING AND MARKING OF BIDS.

- 26.1 The Bidders are requested to submit their bid in two parts as under:

(i). The **Part – I** consist the following documents

Sl. No.	Document Type	Document Format
Fee Details (In sealed cover-1)		
1	Earnest Money Deposit (EMD)	Demand draft/RTGS or NEFT
Pre-Qualification Documents (In sealed cover-1)		
1.	Eligibility Criteria References	As per format given in Annexure 6
2.	Bidder’s Authorization Certificate	As per format given in Annexure 9
3.	Self-declaration – no blacklisting	As per format given in Annexure 8
4.	All the documents mentioned in the “Eligibility Criteria” in support of the eligibility.	Requisite supporting documents meeting eligibility criteria
Technical Bid Documents ((In sealed cover-2)		
1.	Technical Bid Submission form	On Bidder’s original letter head and as per format provided in Annexure - 11 and duly signed by the authorized signatory as per Annexure - 9
2.	Bidder’s organization Profile	Brief organization profile of the Bidder as per Annexure - 1
3.	Firm’s references to showcase relevant experience along with necessary proofs and credentials	As per Annexure 5
4.	Details of Team composition, qualification and experience together with signed and latest CVs of proposed resources	As per Annexure 2

(ii). The **Part-I** of tender should be furnished in a sealed cover super-scribing Notice Inviting Tender Number, name of the bidder and date of technical bid opening.

(iii). The **Part-I** of the bid will be opened on the due date of tender opening. The bidders whose EMD is not received as specified in the tender document, the financial bids will not be opened and their bids will be rejected summarily.

The **Part-II : Financial Bid – containing Prices** (In sealed cover-2)

- (i). The **Part-II** consist the following documents

S.No	Document Type	Document Format
Financial Bid Documents ((In sealed cover-2)		
1	Financial Bid submission letter	As per Annexure 13
2	Financial Bid Format	As per Annexure 12

- (ii). The **Part-II** of tender should be furnished in a sealed cover super scribing Notice inviting Tender, Number, name of the bidder and date of financial bid opening.
- (iii). The financial bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and meeting the specified Qualification Criteria will be opened.

26.2 Sealing and Marking of Bids

The bidder will be required to enclose the Part 1 and Part 2 envelopes in an outer envelope with each of the three envelopes super scribed with the details as detailed in the foregoing paras and the Bidder shall seal the envelope duly marking envelope as "ORIGINAL".

26.3 The inner and outer envelopes will:

- (a). Be addressed to TSERC.
- (b). The sealed cover as well as outer envelope should be super scribed as noted below
- i) Bid Enquiry No.
 - ii) Payment of EMD details: D.D / RTGS /NEFT No. Date:
 - iii) Whether 120 days validity offered... YES / NO
 - iv) Whether the quotation is made accepting Payment terms clause YES/NO
 - v) Whether the bid is quoted in two parts (YES/NO)

26.4 Bids submitted in compliance of the above clauses only will be accepted.

26.5 The Bidder shall invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices attached to the specification and enclose the same to the bid without fail.

26.6 The bids shall be in bound volumes (With the documents in the volume not detachable). All pages of the bid except in-amended printed

literature shall be initiated by the person/persons signing the bid. The page number shall be referred in Index. All pages of the bid shall be numbered and the page numbers shall be continuous. Soft copy of the technical and commercial bids shall be given in pen drive also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.

- 26.7 The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The TSERC will not be responsible for any postal or any other transit delays.
- 26.8 Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and/or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself.
- 26.9 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 26.10 If the outer envelope is not sealed and marked as required above, TSERC will assume no responsibility for the bid's misplacement or premature opening.

27. DEADLINE FOR SUBMISSION OF BIDS.

- 27.1 Bids together with modifications if any, or other withdrawals must be received by the TSERC not later than the deadline for submission of bids specified in the Salient features of the Bid.
- 27.2 The TSERC may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the TSERC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

28. LATE/ MODIFICATION OR WITHDRAWAL OF BIDS

- 28.1 Any bid received by the TSERC after the deadline for submission of bids prescribed by the TSERC will be rejected and returned unopened to the Bidder.

28.2 Modification and Withdrawal of Bids.

- 28.2.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the TSERC prior to the deadline prescribed for submission of bids.
- 28.2.2 The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched through registered post or by e-

mail so as to reach this office not later than the deadline for submission of bids.

28.2.3 No bid may be modified after the deadline for submission of bids.

28.2.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this interval may result in the forfeiture of its EMD.

E. BID OPENING AND EVALUATION

29. BID OPENING

The TSERC will open all the Technical Bids received in time. In the event of the specified date of Bid opening being declared a holiday for the TSERC, the Technical Bids will be opened at the appointed time and location on the next working day and evaluation of the Technical bid will be taken up.

30. Bid Evaluation Methodology

The evaluation process comprises the following three steps:

- a) 1st Step – Prequalification (PQ)
- b) 2st Step – Technical evaluation
- c) 3rd Step – Financial Bid and final evaluation

A. 1st step: – Prequalification (PQ)

30.1 The Bidder shall submit the EMD in a separate Envelope before the Bid Deadline.

30.2 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”:

- (i). Non- submission of EMD in acceptable form only amount along with the response to Invitation for Tender.
- (ii). Bids not received by the Bid Deadline.
- (iii). Non-submission of relevant supporting documents and in the specified formats.

B. 2nd step: – Technical Bid Evaluation

30.3 Those Architects who have not participated at the stage of Expression of Interest need to make their virtual presentations to the Commission and the selection committee. The criteria of technical bid evaluation will be based on the power point presentation made by the bidder on the technical bid opening date and score obtained as per the table of items listed below.

TABLE 2

Criteria of the Technical Review

A. Design Scheme			
Sections	Classification	Key Points of the Technical Review	Marks
		<ul style="list-style-type: none"> Adherence to the architecture related laws 	8
Section 1	Relevant Laws	(Areas, stairs, building line, attached parking lots, landscape areas, etc.)	
	Architecture: Concept design	<ul style="list-style-type: none"> Passive design strategies/climate-responsive design 	8
Section 2	Architecture: others	<ul style="list-style-type: none"> Focus on daylighting and shading Compliance to Super ECBC envelope design 	
		<ul style="list-style-type: none"> Efficient space use strategies 	8
Section 3	Interior design	<ul style="list-style-type: none"> Energy efficient lighting design Low embodied /green product certified 	
		<ul style="list-style-type: none"> Sustainable design approach to landscape design, with water conservation as the focus. 	8
Section 4	Landscape	<ul style="list-style-type: none"> Appropriate use of native /drought tolerant species Low energy comfort systems 	
Section 5	HVAC design	<ul style="list-style-type: none"> Meeting NBC thermal comfort standards Compliance to Super ECBC requirement 	8
Section 6	Renewable Energy / Electrical	<ul style="list-style-type: none"> Grid interactive net zero building approach Strategies to reduce peak demand and energy Integration of on-site renewable energy 	8
Section 7	Waste Conservation	<ul style="list-style-type: none"> Focus on net- zero water design strategies Wastewater treatment schemes Annual water balance chart to validate the water conservation scheme 	8
Section 8	Waste management	<ul style="list-style-type: none"> Waste management scheme during operations Waste reduction strategies 	8
Section 9	Materials	<ul style="list-style-type: none"> Use of low embodied energy materials for the building and interiors Local materials 	8
Section 10	Cost analysis	<ul style="list-style-type: none"> Project cost estimate Life cycle cost analysis 	8

Total 80

B. Team Profile		
Sr.No.	Requirement	Maximum Marks
1	Architect for a certified commercial green building (Minimum area of 3,000 sq.m)	4
2	No. of energy efficient commercial buildings designed by the Architect (of minimum area of 3,000 sq.m each) (1-4)	8 (2 marks each)
3	No. of energy efficient commercial buildings designed by the HVAC/MEP consultant (of minimum area of 3,000 sq.m each) (1-4)	8 (2 marks each)
Total		20 Marks

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.

$$Fs = 100 \times Fm / F$$

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

$$S = Ts \times Tw + Fs \times Fw \quad \text{Where}$$

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 0.8

Fw = weight assigned to financial score i.e 0.2

The successful bidder shall be the one having the highest total score. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher financial score shall be ranked first.

e. Applicants are advised that since the design presented must show the approach towards design that the Applicant is proposing, and since the design shall further develop in consultation of the selected Architect(s) with the TSERC, their drawings, presentation and other material must reflect this. The intent is to explain the method and approach, not arrive at a final design. The ownership of the proposal of all the applicants shall lie with the TSERC.

31. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process 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.

32. CLARIFICATION OF BIDS

32.1 To assist in the examination, evaluation, and comparison of Bids, the TSERC may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the responses shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

32.2 Subject to above, no Bidder shall contact the TSERC on any matter relating to its bid from the time of the bidding opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the TSERC, he should do so in writing.

32.3 Any effort by the Bidder to influence the TSERC or its officials in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

33. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

33.1 Prior to the detailed evaluation of Bids, the Architect will determine whether each Bid

a. meets the eligibility criteria defined under this section

- b. has been properly signed;
 - c. is accompanied by the required securities and; is responsive to the requirements of the Bidding documents.
- 33.2 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
- a. which affects in any scope, quality, or performance of the Works
 - b. which limits in any way, inconsistent with the Bidding documents, the Architect's rights or the Bidder's obligations under the Contract, or
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 33.3 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.

34. VALUATION AND COMPARISON OF BIDS

- 34.1 The TSERC will evaluate and compare only the Bids determined to be responsive.
- 34.2 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.

35. CONFLICT OF INTEREST

- 35.1 **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.
- 35.2 **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.

35.3 **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.

36. DISQUALIFICATION

Tendering authority 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: -

- (i). Has not submitted the bid in accordance with the bidding document.
- (ii). Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- (iii). During validity of the bid or its extended period, if any, increases his quoted prices.
- (iv). Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- (v). Has submitted the bid after due date and time.
- (vi). Has offered lesser number of resources than that is required for a service category.
- (vii). 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.
- (xiii). Has submitted bid which is not accompanied by required documentation and EMD.
- (ix). Has failed to provide clarifications related thereto, when sought.
- (x). Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- (xi). 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.

37. 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.

38. NEGOTIATIONS

38.1 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.

38.2. Negotiations shall not make original offer of the bidder ineffective.

38.3 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.

F. AWARD OF CONTRACT

39. AWARD CRITERIA

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 (a) eligible and (b) qualified.

40. The award of contract may include the following tentative time schedule of delivery. The time line delivery will be finalized before award of the contract / LOA:

Stage	Description of the deliverables	Time frame
1	Concept design	Within 2 weeks from the date of Letter of Award
2	Final design	Within 2 weeks from the date of concept design approval
3	Drawings for statutory approvals	Within 2 weeks from the date of final design approval
4	Structural design calculations & Good for construction drawings	Within 2 weeks from the date of notice of inviting tenders for construction of the building

41. 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.

42. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 42.1 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 (hereinafter and in the Contract called the "**Contract Price**").
- 42.2 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.
- 42.3 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.

43. PERFORMANCE BANK GUARANTEE

- 43.1 Within 7 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 10 in favor of Secretary, TSERC, Hyderabad

(or)

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

- 43.2 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.

43.3 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.

44. CORRUPT OR FRAUDULENT PRACTICES

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:

- (i). **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
- (ii). **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.
- (iii). 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.
- (iv). 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.
- (v). 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 PBG 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.

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

45. 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.

46. SPECIFICATIONS AND DRAWINGS:

Any information or details which are included in the specification, but not indicated in the drawings and vice-versa shall have the same effect and meaning as if included for and shown both in the specifications, drawings. In case of any dispute between the specifications and drawings, the decision of TSERC or its authorized representative shall be final and binding on the bidder.

47. RE-INVITATION OF TENDERS/ BIDS

Re-invitation of bids would generally be avoided by the TSERC. However, in case, 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.

48. 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 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.	Number of Professional staff	A. Architects: B. Structural Engineers: C. Civil Engineers: D. Surveyors: E. Others
9	Having Multidisciplinary team with expertise in Green Building design, renewable energy integration and MEP	Yes / No
9.1	If Yes	Provide team details with CVs separately as per format provided in Annexure - 2
10	Experience in designing IGBC or LEED Platinum or GRIHA (5 star rated) of atleast 3,000 m ² in the last 5 years	
10.1	If yes	Provide the complete project details separately as per format provided in Annexure 5

Authorized Signatory

FORMAT OF CURRICULUM VITAE OF KEY PROFESSIONALS

(To be furnished by each member of the team)

Sl. No	Particulars	Details of the Team Member
1	Name	
2	Designation	
3	Date of Birth	
4	Experience with this firm in years	
5	Nationality	
6	Membership in Professional bodies	

Educational Qualifications: Indicate all educational qualifications in chronological order including Professional qualifications:

Sl. No.	Name of the Qualification	Name of the Institution	College / university	Year of Passing
1				
2				
3				
4				
5				

Details of Professional experience: (To be furnished in reverse chronological order, starting from the present employment. If required additional sheets may be enclosed). Details of nature of job, specific skill sets used and contributions made in each employment may be made on additional sheets).

Sl. No.	Name of the Organization, Designation and Location	Achievements / Activities performed/ Certifications obtained for the work	Period of work	
			From	To
1				
2				
3				
4				
5				

Declaration:

I, the undersigned certify that the information furnished is true to the best of my knowledge, which describes my qualifications, experience, and achievements.

Authorized Signatory

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 quotation 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:

PRE BID QUERY FORMAT

Name of the Bidder Company / Firm:

IFT Notice No. _____ Date: _____

Details of the Person (s) representing the Bidder:

Name of the Person / Representative	Representing	Designation	Email id	Contact cell number

S. No	IFT Page no	IFT Clause No	Clause details	Query / Suggestion / Clarification

Note:

Queries must be strictly submitted only in the prescribed format (DOC or PDF) through email or printed form **on or before 7 days prior to the last date of bid submission.**

Queries not submitted in the prescribed format and received after due date will not be considered/ responded at all by TSERC. Pre-bid meeting will be held conducted by TSERC through online / virtual mode.

Authorized signatory

DETAILS OF THE PROJECTS EXECUTED

Sl. No.	Name and Location of the project	Address of the client with Contact name and Cell number	Type of building	Total built up area (sq. m)	Compliance of the project with regard to date of commencement and completion
1	2	3	4	5	6

Compliance (IGBC or LEED Platinum or GRIHA (5 –Star) along with a copy of certification	Work order value in INR. Along with a copy of work order	Duration of the project (pl indicate date of commencement and completion)	Name of the Project In-charge & name of the staff involved	Salient features / design concept of Project
7	8	9	10	11

Authorized Signatory

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)

NAME IN FULL

DESIGNATION / STATUS IN THE FIRM

BIDDER COMPANY SEAL

ADDRESS OF BIDDER

Place:

Date:

SCHEDULE OF EXCLUSIONS / DEVIATIONS IN SCOPE OF WORKS

Sl No	Ref. Clause no	Exclusion / Deviations sought

Authorized signatory

SELF DECLARATION ON NON-BLACK LISTING

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

To

The Secretary ^{FAC},
TSERC – 11-4-660, 5th Floor,
Singareni Bhavan, Red Hills,
HYDERABAD – 500 004

In response to the IFT No. _____ Dated _____ for providing Architectural and other allied services for construction of TSERC Net Zero Energy Building as an 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,

Name of the bidder.....

Signature.....

Seal of the organization.....

Date:

Place:

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)

Name of the Bidder.....

Seal of the Company

Place:

Date:

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 rendering the Architectural and associated services 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.

2. 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.

3. We _____ (the bank) further agree that the guarantee herein contained shall remain 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 Guarantee 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.

4. 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.

5. 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.

6. 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.

7. 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 Bidder 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.

8. 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
Representative

Authorized Bank

(Signature)
Full name and official
designation
and Address (in legible letters)
Address (in legible letters) with Bank stamp

(Signature)
Full name,

WITNESS NO. 2

power of

Attorney as per

(Signature)

Attorney

No.....

Full name and official

Dated.....

....

Address (in legible letters)

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

TECHNICAL BID SUBMISSION LETTER

(on Bidder's letter head)

[Location, Date]

To:

Secretary [FAC], TSERC, #11-4-660,
5th Floor, Singareni Bhavan Red Hills,
Hyderabad – 500 004

Sub: Submission of Technical bid for providing Architectural and other allied services to TSERC for construction of TSERC Net Zero Energy Building

Ref IFT No. : Dated:

Dear Sir,

We, the undersigned, offer to provide the “Architectural and other allied services to TSERC for construction of TSERC Net Zero Energy Building” for the above in accordance with your invitation for Tenders dated [Date]. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope. Our Bid is binding upon us

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

We remain,

Yours sincerely, Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

FINANCIAL BID FORMAT

IFT Notice No:

Financial bid for providing Architectural and other allied services 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 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.

Further, we submit that I / we meet the eligibility criteria as mentioned in the Tender document as per the details given below:

1. I / we have designed and rendered assistance for the following Building (office) work of similar nature of thevalue of the building.

(Details are to be furnished along with the value of the project)

Note: The said work(s) is not less than Rs. 20 crores or two Class A buildings costing at least Rs. 50 crores in the last 5 years as on 01.03.2022. Completion of building means the Architectural & construction works / services are completed and the Project is completed. Documentary evidence in support of this is submitted along with this bid.

The Architect / consortium of Architects should have an annual average turnover (Audited and Certified by a Chartered Accountant) of exceeding Rs. 6 crores per year in the last five years as on 01.03.2022 (proof attached).

2. Composition of the Team: The team to be deployed for this project with their qualifications, experience profile, projects handled is also submitted along with the Bid.
3. I / we are submitting the following accreditations in support of our profession and all the necessary certifications are also attached. We are aware that this is the basic criteria.
4. I / we declare that we are a firm and registered in India and is in operation for the past 5 years from the date of issue of the tender. (Registration certificate is enclosed).
5. EMD is be furnished as per the details spelt out in the tender document

Signature of the Authorized signatory

Name and Title of the Signatory

Name and address of the firm

PROFORMA LETTER FOR SUBMISSION OF FINANCIAL BID

(to be submitted on the Bidder's letter head)

Location

Date

To

The Secretary ^{FAC},
TSERC – 11-4-660, 5th Floor,
Singareni Bhavan, Red Hills,
HYDERABAD – 500 004

Sub: Submission of Financial bid for providing Architectural and other allied services for construction of TSERC Net Zero Energy Building.

Ref: IFT No. _____ Dated: _____

Sir,

I / We the undersigned bidder having read and examined in detail the Bidding Document the receipt of which is hereby duly acknowledged.

I / We the undersigned, offer the Architectural and other allied services as mentioned in the scope of the work in conformity with the said bidding document for the same.

I/We undertake that the prices are in conformity with the requirements. The quote / price is inclusive of all costs likely to be incurred for executing this work.

I / We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award shall constitute a binding Contract between the bidder and TSERC.

I / We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

I / We agree to all the terms and conditions as mentioned in the IFT bid document and submit that we have not submitted any deviations in this regard.

I / We have noted that TSERC reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore.

I / We remain,

Yours faithfully,

Authorized signature

Name and title of the signatory.....

Name of the Firm (if a firm).....

Address:

.....

.....



Front view from East side - Entrance gate



Left side view after entering through the main gate



Site view from the other end of the entrance i.e. from the railway line side



View soon after entering from the main gate (1)



View soon after entering from the main gate (2)



Another view from left side after entering through the main gate



Another view from Railway line side



Extreme left side view after entering through the main gate



Diagonal view after entering through the main gate

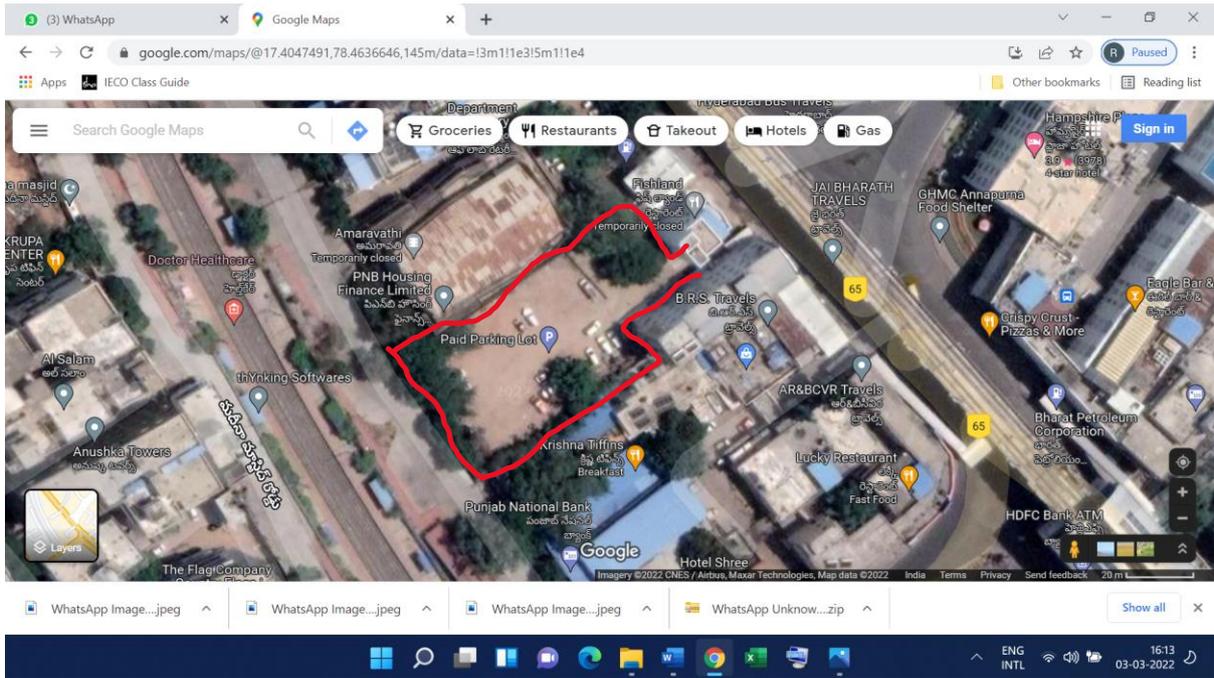












The site is earmarked in red