Notice Inviting Tender (NIT) Tender Document No: TGERC -NIT-01/2025

Background:

- TGERC is constituted by Government of Telangana under the provisions of Section 82 of Electricity Act, 2003 having the authority to regulate the Electricity industry in the state of Telangana.
- Office of TGERC is located at "Vidyut Niyantran Bhavan", GTS Colony, Kalyan Nagar, Hyderabad 500 045 The complete office building has an approximate built-up area of 7500 Sq Mts.
- TGERC inviting the e-tender for providing "**Integrated Building services** such as house keeping, services for protection of the assets, premises etc (security), Technical maintenance of building equipment and Gardening services including pest control, etc. for the Vidyut Niyantran Bhavan building located at G.T.S. Colony, Kalyan Nagar, Hyderabad 500 045 and also at the residences of the Hon'ble Chairman and Members as per their entitlements.
- Any amendment(s)/corrigendum/clarification(s) if any, with respect to this Tender shall be uploaded on the websites of <u>www.tgerc.telangana.gov.in</u> and www.tender.telangana.gov.in. The Bidders should keep themselves updated by regularly visiting these websites for any amendment/corrigendum/ clarification in regard to this Tender.
- BOQ's, Estimated cost, etc., mentioned in the tender abstract are only to meet the technical requirements for uploading the tender to the website. For all means and purposes, tender uploaded is the official and authoritative document in this regard.

DISCLAIMER:

- TGERC reserves the right to modify, amend, vary, or supplement this document including all formats and Annexures. It has also the right to cancel the tender at any stage without mentioning any reason whatsoever. The Bidders shall check the website <u>www.tgerc.telangana.gov.in</u> & <u>https://tender.telangana.gov.in</u> for amendments, if any, upto one day prior to the date of Bid opening. The amendments shall be binding on the Bidders.
- 2. While this document has been prepared in good faith, neither TGERC nor their employees or advisors make any representation or warranty, express or implied directly or indirectly, or accept any responsibility or liability, whatsoever, in respect of any statements concessions or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations and or notifications if any as to the accuracy, reliability or completeness of this tender document, even if any loss or damage is caused by any act or omission on their part.

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TELANGANA ELECTRICITY REGULATORY COMMISSIONS (TGERC) HYDERABAD – 500 045 INVITATION FOR BIDS (IFB)

1	Department Name	Telangana Electricity Regulatory Commission	
2	Tender Notice No.	TGERC -NIT-01/2025	
3	Work site	Vidyut Niyantran Bhavan", GTS Colony, Kalyan Nagar, Hyderabad – 500 045	
4	Scope of the Work	Integrated Building services such as house keeping, services for protection of the assets, premises etc (security), Technical maintenance of building equipment and Gardening services including pest control, rodent control, termite control, cockroach control and siver fish control in the piles of books, files, etc. for the Vidyut Niyantran Bhavan building located at G.T.S. Colony, Kalyan Nagar, Hyderabad 500 045 and also at the residences of the Hon'ble Chairman and Members as per their entitlements.	
5	Period of Contract	1 Year	
6	Stages of Contract	Two stages on Quality and Cost based solution (QCBS) Stage – 1: 60% weightage for their premier services rendered to various clientele, as per the eligibility criteria mentioned at page no. Stage – 2: 40% weightage for the rate quoted.	
7	Bidding Type	Open	
8	Bid call (Nos.)	First	
9	Tender Category	Services	
10	Type of quotation	Open rate quoted	
11	Transaction Fee Payable to 'TGTS'.	As indicated on e-procurement platform (to be paid online) as indicated at S1.No.20 of this table.	
12	Bid Processing Fee	Not Applicable	
13	EMD (i.e., EMD)	Rs.50,000/- (Rupees Fifty thousand Only). Remit the amount online through the modes available in the website. EMD Exempted for MSMEs, who submits their certificates	
14	Bid Submission	Online	
15	Important Dates:		
	Bid document downloading Start date & time	17.03.2025	
	Pre bid Meeting Pre-requisites for Pre-bid meeting	22.03.2025 11.00 a.m offline The queries should be sent to <u>tsercnetzerobuilding@gmail.com</u> Well in advance on or before 21.03.2025 12.30pm, so as to take a decision on the queries	

	Bid submission opening date and time	23.03.2025 11.0	0 am	
	Bid submission closing date and time	26.03.2025 5.30 pm 26.03.2025 05:31 pm		
	Technical Opening			
	Commercial Opening	27.03.2025 11:	30 am	
	Bid Validity Period	Three months from	the date of submiss	ion
16	<u>Geographical</u> <u>Particulars of the site:</u>			
	Mandal	District	Assembly	Parliament
		Hyderabad	Jubilee Hills	Secunderabad
17	Other Details:			
	Tender Inviting Authority	Commission Secret	ary, TGERC	
Address & contact details:TELANGANA ELECTRICITY REGULA Vidyut Niyantran Bhavan', G.T.S. Colony, 500 045."				
	Bid opening Authority	Commission Secretary, TGERC		
	Place of Opening of Tenders: Telephone:	TGERC office located at "Vidyut Niyantran Bhava Colony, Kalyan Nagar, Hyderabad 500 045		-
18	 Procedure for bid submission: a. The tender should be in the prescribed form which can be obtained from <u>https://tender.telangana.gov.in</u> 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., <u>https://tender.telangana.gov.in</u> 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. b. Intending Bidders are requested to visit the Office during working hours and working days to ascertain the scope of work. Intending Bidders can contact office of the Commission Secretary through email for any clarification / information. c. 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 document. d. The Bidder shall sign on all pages of the documents, statements, relevant certificates, owning responsibility for their correctness/ authenticity and upload the scanned copies. e. 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. f. All the Bidders shall invariably upload the scanned copies of proof of online payment (remittance) (or MSME certificate in case of exemption) towards EMD in e-procurement system and this will be the primary requirement to consider the bid 			

	eligibility.
	e. Bid evaluation of the Bidders would be done solely based on the uploaded certificates/ documents, online payment of EMD in the e-procurement system.
f. The Bidder shall authenticate the bid with his digital certificate for submitting electronically on e-procurement platform and the bids not authenticated by certificate of the Bidder will not be accepted on the e-procurement platform for the G.O.Ms.No.6, IT & C Department, Dated 28.02.2005.	
	g. Hard copies:
	i. 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.
	 ii. 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).
 iii. The successful Bidder shall invariably furnish the original proof of online p (Remittance) (or MSME certificate in case of exemption) / towards EM copies of certificates/ documents of the uploaded scanned copies such as regis certificate, experience certificates for similar works and minimum quantities asset/ credit facilities/ solvency certificate, EPF, GST registration certificate to the tender inviting authority, up on intimation, prior to issue of Letter of to the tender inviting authority, either personally or through courier or post receipt of the same within the stipulated date shall be the responsibility successful Bidder. 	
	iv. The TGERC will not take any responsibility for any delay in receipt/non-receipt of the same. On receipt of documents, the TGERC 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.
	 h. 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, <u>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 and his instant bid shall be declared as non-responsive without any notice.</u>
	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, TGERC 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 TGERC
19	Statutory Requirements:
	The Bidder shall fulfill the following statutory requirements:
	a) Income Tax: The contractor shall furnish their copy of Permanent Account Number (PAN) card and copy of latest income tax return submitted, along with the proof of acknowledgement.
	b) EPF & GIS: The contractor shall comply with the statutory labour rules and regulations that is EPF, GIS, CLARA etc., as applicable/in force and shall furnish the original returns and information as may be specified from time to time.
	c) <u>GST</u> : 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.		
	d) <u>Taxes & Cess etc.</u> : The quoted tender rate shall be inclusive of all applicable taxes, duties EPF, insurance, etc., payable to the government/ quasi-government bodies excluding GST.		
	Agreement will not be concluded without meeting the above statutory norms.		
20	Other Payments to be made:		
	Apart from the EMD (EMD) the Bidder shall be liable to pay the fees as levied by the e- procurement platform at the rates mentioned by them		
21	Documents to be scanned & uploaded:		
	 a) The Bidder shall scan and upload all the required documents/ Experience certificates / statements along with copies of registration of EPF, GST, Solvency certificate, etc. b) The Bidder is liable to be disqualified, if it is found that the Bidder have 		
	 been blacklisted/debarred/withheld/suspended/terminated for any kind of work in any govt departments /PSUs/govt 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.		
	If such discrepancies mentioned above are found, not only at the stage of bidding, but even during the execution of work, the contract is liable to be terminated and the Bidder will be black listed and the EMD 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.		
22	Tender Document:		
	a) The TGERC 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 from the tender inviting authority. Any offline bid submission clause appearing in the tender document may be treated as not included.		
	The Bidder has to check www.tender.telangana.gov.in or TGERC website		
	(www.tgerc.telangana.gov.in) from time-to-time to keep track of any changes to the work/ tender conditions, by viewing the Addendum/Corrigendum issued by the tender		
	inviting authority. The TGERC 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, TGERC website.		
23	The Bidder shall furnish the declaration that:		
	i. The Bidder has not been blacklisted/debarred/withheld/suspended/terminated for any kind of work in any govt departments /PSUs/govt 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.		
	ii. 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.
	iii. 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.
	iv. 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 EMD including necessary action that can be initiated for disruption of works including suspension of business and/ or black listing.
	The Bidder has read tender specifications and all the pages/documents uploaded bythe
	TGERC, 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 TGERC.
24	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 TGTS and TGERC are not responsible for submission of incomplete bids by the Bidders.
25	Other relevant information:
	i. TGERC reserves the right to reject any or all the tenders without assigning any reasons thereof.
	ii. TGERC reserves the right to amend, vary, modify or cancel the tender at its discretion.
	iii. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
	iv. The contractors have to upload the information preferably in Zip format.
	The contractor should upload scanned copies of the documents duly signing each
	andevery page.
26	General terms and conditions: AS PER BID DOCUMENT

Commission Secretary

TECHNICAL EVALUATION CRITERIA (60% Weightage) (Each parameter is calculated for a maximum of 10 Marks)

Turnover	:
Fleet of employees	:
Premier clientele	:
Technology used	:
Materials used	:
Machines possessed	:

All the Bidders are requested to furnish the information with documentary proofs, which will be evaluated by the committee on procurement and will assign the marks on comparative basis. In case of conflict, decision of the Tender accepting authority shall be binding and final.

Above are evaluated with an intent that the same (quality, technology) will be used for TGERC also and this is not ornamental for clearing the technical evaluation criteria phase.

SECTION - 1

OVERVIEW OF THE TENDER DOCUMENT

INSTRUCTIONS TO BIDDERS

TABLES OF CLAUSES

A. GENERAL

- 1. Scope of Bid
- 2. Eligible Bidders
- 3. Disqualification of the Bidder
- 4. Cost of Bidding
- 5. Site Visit

B. BIDDING DOCUMENTS

- 6. Content of Bidding Documents
- 7. Clarification of Bidding Documents
- 8. Amendment of Bidding documents

C. PREPARATION OF BIDS

- 9. Language of the Bid
- 10. Documents Comprising the Bid
- 11. Bid Prices
- 12. Currencies of Bid and Payment
- 13. Bid Validity
- 14. EMD
- 15. Alternative Proposals by Bidders
- 16. Format and Signing of Bid

D. SUBMISSION OF BIDS

- 17. Sealing and Marking of Bids
- 18. Deadline for Submission of Bids
- 19. Late Bids
- 20. Modification and Withdrawal of Bids

E. BID OPENING AND EVALUATION

- 21. Bid Opening
- 22. Process to be Confidential
- 23. Clarification of Bids
- 24. Examination of Bids and Determination of Responsiveness
- 25. Correction of Errors
- 26. Evaluation and Comparison of Bids

F. AWARD OF CONTRACT

- 27. Award Criteria
- Commission's Right to Accept any Bid and to Reject any or all Bids.
- 29. Notification of Award & Signing of Agreement
- 30. Performance Security
- 31. Mode of payment
- 32. Corrupt or Fraudulent Practices
- 33. Quality assurance plan

A. GENERAL

1. SCOPE OF BID:

- The TGERC (referred to as Commission in these documents) invites Bids for "Integrated Building services such as house keeping, services for protection of the assets, premises etc (security), Technical maintenance of building equipment and Gardening services including pest control, rodent control, termite control, cockroach control and siver fish control in the piles of books, files, etc. for the Vidyut Niyantran Bhavan building located at G.T.S. Colony, Kalyan Nagar, Hyderabad 500 045 and also at the residences of the Hon'ble Chairman and Members as per their entitlements."
 - a. The Bidders should submit Bids for the works detailed in the table given in IFB.

2. Pre QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID OF THE BIDDER

The following are the mandatory certificates, documents etc., that are to be Attested not below the cadre of Executive Engineer and the same copies should be scanned and uploaded online on the e-procurement platform at www.tender.telangana.gov.in

- 1. Copy of Firm registration issued by the Registrar of Companies OR Copy of contractor's valid registration certificate with Telangana State OR Central Government Departments.
- 2. Proof of payment of E.M.D.
- 3. Intending Bidder should have executed similar works of atleast 5 times (for each segment such as House keeping, providing asset security etc.,) of the financial volume (quoted value) in any one financial year of the previous five financial years with supporting certificates issued by not less than the cadre of Executive Engineer (Experience relating to the works executed in State / Central Government Department or State / Central Government undertaking shall only be considered.)
- 4. Turnover Certificate in any one financial year during the previous five financial years issued by a Chartered Accountant.
- 5. Solvency certificate of not less than 50% of the tendered amount (from Nationalized Banks, etc). Such certificate should have been issued not earlier than 12 months prior to the date of bid opening.
- 6. Self-declaration on letter head of Bidder in proof of going through carefully all the tender conditions mentioned in the bid document.
- 7. The information of litigation history on letter head of Bidder.
- 8. A declaration clearly indicating that the firm is not blacklisted by any State / Central Government departments or their companies / undertakings / autonomous bodies etc,.
- 9. Statement of availability of Key Personnel.
- 10. Labour license from labour department of Telangana for atleast 30 persons.
- 11. A copy of the valid GST certificate.
- 12. A copy of the valid EPF registration certificate.
- 13. A copy of the valid ESI registration certificate.
- 14. Unilateral declaration (on letterhead of Bidder) to fulfill all the statutory obligations as per the prevailing laws.
- 15. For pre qualifying the bid all the above (1 to 13) copies of the certificates, documents are to be attested (not below the rank of Executive Engineer) in the name of the Bidder and uploaded along with bid on e-procurement platform at www.tender.telangana.gov.in before

the Bid Submission Closing date and time which are MANDATORY for pre-qualification of the bid, failing which the Bidder shall be declared as disqualified.

3. Dis Qualification of the Bidder

- **3.1** Even though the Bidders meet the above qualifying criteria, they are subject to be **Disqualified and blacklisted** if they have:
 - a. Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements
 - b. Not turned up for entering into agreement, when called upon.
 - c. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - d. Participated in the previous bidding for the same work and had quoted unreasonably and
 - e. Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over without any notice.
- **3.2** On awarding of work the firm shall furnish the list of Employees employed (along with name, age and other details) to this office. And it is to ensure that if any employee from the furnished list is absent due to personal reasons, the firm shall be responsible to arrange a substitute so that the system shall run in a smooth way. And the monthly payment bill submitted shall be enclosed with the EPF, ESI & GIS particulars.

All the materials to be utilized for the project should be subject to inspection before usage by the authorized Officer /staff of the Commission.

- **3.3** Notwithstanding anything stated above the Commission reserves the right to assess capability and capacity of the Bidder to successfully execute the work covered under the scope of work. This assessment shall inter-alia include
 - (i) document verification
 - (ii) Bidder's work facilities
 - (iii) service capacity, details of work executed, works on hand, anticipated in future in addition to the works involved in present Bid
 - (iv) details of men and machinery, and financial resources
 - (v) details of quality systems in place
 - (vi) past experience and performance
 - (vii) customer feedback
 - (viii) banker's feedback etc.
- **3.4** If the situation so demands, the Commission reserves the right to reject the abnormal Bids whose bid is abnormal out of the submitted bids without any notice.
- 3.5 If the rate quoted by a Bidder is found to be either abnormally high or within the permissible

ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

- **3.6** Bidder submitting a tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The rate quoted by the Bidder should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the Bidder to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.
- **3.7 One Tender per Bidder:** Each Bidder shall submit only one tender for the work. A Bidder who submits more than one Tender will cause dis-qualification of all the tenders submitted by the Bidder.

4. COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Commission shall in no case be responsible and liable for those costs.

5. SITE VISIT

5.1 The Bidder, at the Bidder's own responsibility and risk is required to visit & examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENTS

- 6.1 The set of Bidding documents comprises the documents listed in the table below and addenda.
 - Section Invitation for Bids
 - 1 Instruction to Bidders
 - 2 Pre-Qualification Requirement
 - 3 Tender submission letter
 - 4 Safety Measures

7. CLARIFICATION ON BIDDING DOCUMENTS

7.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Commission in writing through Email to <u>tsercnetzerobuilding@gmail.com</u>. The Commission will respond to any request for clarification, which he received earlier than 7 days prior to the deadline for submission of Bids. Copies of the Commission's response will be forwarded to all prospective Bidders through e-procurement platform and also in TGERC website, including a description of the enquiry but without identifying its source.

8. AMENDMENT OF BIDDING DOCUMENTS

- **8.1** Before the deadline for submission of Bids, the Commission may modify the Bidding document by issuing addenda. The same will be communicated through e- procurement platform.
- **8.2** Any addendum thus issued shall be part & parcel of the Bidding document and shall be communicated through e-procurement platform and also in TGERC website.
- **8.3** To give prospective Bidders reasonable time in which addendum can be taken into account in preparing their Bids, the Commission shall extend as necessary deadline for submission of Bids, in accordance with Sub Clause 18.2 and the same will be communicated through e-procurement platform.

C. PREPARATION OF BIDS:

9. LANGUAGE OF THE BID:

9.1 All documents relating to the Bid shall be in the English language

10. DOCUMENTS COMPRISING THE BID

- **10.1** The Bid submitted by the Bidder shall comprise the following:
 - **a.** EMD as per clause 13 of IFB
 - **b.** Technical bid
 - c. Financial bid

11. BID PRICES

- 11.1 The contract shall be for the scope of works mentioned at Annexure-A
 - 11.1.0 The Bidder has to quote his rate which shall be inclusive of all costs.
 - 11.1.1 All duties, taxes except GST, and other levies payable by the contractors.
- **11.2** Any variations in the statutory levies of taxes & duties shall be to the Bidder's Account only.
- **11.3** The rates and prices quoted by the Bidder shall be firm.

12. CURRENCIES OF BID AND PAYMENT

12.1 In Indian Rupees only.

13. BID VALIDITY

- 13.1 Bids shall remain valid for a period not less than Ninety days (90) after the deadline date of Bid submission specified in Clause 18. "A Bid valid for a shorter period shall be rejected by the Commission as non-responsive."
 - **13.2** In exceptional circumstances, prior to expiry of the original time limit, the Commission may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by **e-mail**. A Bidder may refuse the request without forfeiting his EMD, such bids will be declared as non-responsive. 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, and in compliance with Clause 14 in all respects.

14. EMD

- **14.1** The Bidder shall furnish, a EMD of Rs. 50,000/- compulsorily.
- 14.2 Any security other than the type of EMD mentioned above will not be accepted.
- 14.3 The EMD of the unsuccessful Bidder shall be returned as per the e-procurement norms.
- **14.4** The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required performance Security.
- **14.5** The EMD shall be forfeited
 - a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity:
 - b. if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 25; or
 - c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - I. Sign the Agreement or
 - II. Furnish the required performance Security.

15. ALTERNATIVE PROPOSALS BY BIDDERS

15.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

16. FORMAT AND SIGNING OF BID

- **16.1** The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or person duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.4. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- **16.2** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Commission, or as necessary to correct errors made by the Bidder, in which case such corrections

shall be initialed by the person or persons signing the Bid.

16.3 The Bidder shall furnish information as described in the form of Bid on Commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. SUBMISSION OF BIDS:

17. SEALING AND MARKING OF BIDS

17.1 The Bidder shall submit the bids online as per the guidelines of e-procurement platform.

18. DEADLINE FOR SUBMISSION OF THE BIDS

- **18.1** Bids may be submitted online within the permitted time limits.
- **18.2** The Commission may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Commission and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19. MODIFICATION AND WITHDRAWAL OF BIDS

19.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18, following the guidelines of the e-procurement platform and if allowed.

20. COMMISSION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

20.1 Notwithstanding Clause 27, the Commission reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids without any notice, 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 Commission's action.

PRE BID MEETING

21. Pre-bid meeting:

- **21.1** All the intending bidders are required to send an email to <u>tsercnetzerobuilding@gmail.com</u> on or before the date specified in the first few pages of the NIT clearly mentioning the required clarifications.
- **21.2** The committee will consider all the clarifications received and if any decision is to be announced, the same would be announced during the online pre-bid meeting or if it is only a matter of clarifications, the issue will be cleared then there. The online links will be provided through the Email.

E. BID OPENING AND EVALUATION

22. BID OPENING

- **22.1** The Commission will open all the Bids received (except those received late), including modification if any. In the event of the specified date of Bid opening being declared a holiday for the Commission, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 Soon after opening the bids, all the bidders may have access to the bids of other too.

23. PROCESS TO BE CONFIDENTIAL

23.1 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 Commission's processing of Bids or award decisions may result in the rejection of his Bid.

24. CLARIFICATION ON BIDS

- **24.1** To assist in the examination, evaluation, and comparison of Bids, the Commission may, at its discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing through mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Commission in the evaluation of the Bids in accordance with Clause 25.
- **24.2** Subject to sub-Clause 23.1, no Bidder shall contact the Commission on any matter relating to its Bid from the time of the Bidding opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Commission, he should do so in writing.
- **24.3** Any effort by the Bidder to influence the Commission in the Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- **25.1** A substantially 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 substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Commission's rights or the Bidder's obligations under the Contract, or (c) whose rectification would affects unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- **25.2** If a Bid is not substantially responsive, it will be rejected by the Commission, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

26. CORRECTION OF ERRORS

- **26.1** Bids determined to be substantially responsive will be checked by the Commission for any arithmetic errors. Errors will be corrected by the Commission as follows:
 - **a.** Where there is a discrepancy between the rates in figures and in words, the rate in words will govern, and
 - **b.** Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.
 - **c.** Any other such discrepancy .
- **26.2** The amount stated in the Bid will be adjusted by the Commission in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the EMD may be forfeited in accordance with Sub-Clause 14.

27. EVALUATION AND COMPARISION OF BIDS

- 27.1 The Commission will evaluate and compare only the Bids determined to be substantially responsive.
- **27.2** In evaluating the Bids, the Commission will determine for each Bid the evaluated Bid Price by adjusting the Bids price as follows:
 - a. making any correction for errors pursuant to Clause 25; or
 - **b.** making an appropriate adjustments for any other acceptable variations, deviations and making appropriate adjustments to reflect discounts or other price modifications offered if any.

- **27.3** The Commission reserves the right to accept or reject any variation, deviation, or alternative offer. Other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Commission shall not be taken into account in Bid evaluation.
- **27.4** If the Bid of the successful Bidder is seriously abnormal of the cost of work to be performed under the contract, the Commission may require the Bidder to produce detailed price analyses to demonstrate the consistency of those prices. After evaluation of the price analyses, the Commission may require that the amount of the performance security set forth in Clause 30.1 increased at the expense of the successful Bidder to a level sufficient to protect the Commission against financial loss in the event of default of the successful Bidder under the Contract.

Evaluation of the bids following QCBS Methodology:

27.5 Technical Evaluation (60%) and Financial Evaluation (40%):

The committee shall evaluate the bids technically, allocate the notified weightage and lists the bidders based on the drawn criteria, which is as follows. Bidders are to submit the following:

• Turnover (for the past five years):	• Highest turnover of the Company will get advantage for securing more number of marks
• Number of employees (for the past five years) :	 Highest number of employees in the Company will get advantage in securing more number of marks
Premier clientele:	 Having premier clientele is an advantage in securing more number of marks. In deciding the Premier clientele the committee's decision is final.
Materials used:	 Quality of the materials used secures more marks in evaluation
Machines used:	 More number of the technical oriented machines used more marks secured
• Technology used:	• This is decided based on comparative analysis of all the bidders.

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 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 0.6

Fw = weight assigned to financial score i.e 0.4

F. AWARD OF CONTRACT

28. AWARD CRITERIA

28.1 Successful bidder as evaluated under clause no 27 shall be awarded the Contract.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- **29.1** The Bidder whose Bid has been accepted will be notified of the award by the Commission prior to expiration of the Bid period by e-mail or by registered letter. This letter (hereinafter in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Commission will pay the Contractor in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- **29.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30 and signing of agreement.
- **29.3** It shall be the duty of the successful bidder to execute the agreement consequent to issue of LOA. If the Bidder fails to do so the EMD will be forfeited.
- **29.4** The Bidder shall produce TIN (Tax Payer Identification Number) before issue of Letter of Acceptance.

30. PERFORMÂNCE SECURITY

- **30.1** Within 21 days of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to the Commission a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids:
 - **a.** In case such a security is preferred as a Bank Guarantee, it should be valid for 13 months with claim period of 15 months. Such a BG should be from a Nationalized Bank or Scheduled Bank and should be acceptable by the Commission.
 - **b.** In case a Bank draft is submitted, it should be in favour of TGERC, Hyderabad drawn on any scheduled Bank/Nationalized Bank.
- **30.2** Failure of the successful Bidder to comply with the requirements of Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

31. MODE OF PAYMENT:

31.1 All payments shall be made by the Commission on or after thirty (30) days of receipt of contractor's invoice complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the contractor through the Banks by crediting to his account.

32. CORRUPT OR FRAUDULENT PRACTICES.

- **a.** TGERC expects all the Bidders/ Contractors to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, TGERC :
- **b.** Defines, for the purposes of this provision, the terms set forth 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 work awarding process or in contract execution, and
 - ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence work awarding process or the execution of a contract to the detriment of the Commission 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 Commission of the benefits of free and open competition.
- **c.** Will reject a proposal for award if it determines that the Bidder recommended for award is involved in corrupt or fraudulent practices in competing for the contract in question.
- **d.** Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time the firm is engaged in corrupt or fraudulent practices in competing for, or in executing a Bank-financed contract.

Pre QUALIFICATION REQUIREMENT

ELIGIBLITY OF BIDDERS

Bidders will be qualified based on the following criteria for participation in the bid

Sl. No.	Item description	Whether submitted
1	Copy of Firm registration issued by the Registrar of	
	Companies OR Copy of contractor's valid registration	
	certificate with Telangana State OR Central Government	
	Departments	
2	E.M.D. to be paid by way of online transaction as per the	
	guidelines on e-procurement platform	
3	The details of group of similar works executed as Prime	
	Contractor (in the same name) (meeting to the quantity and	
	quality of TGERC), executed in any one financial year of	
	the last five financial years with supporting certificates	
	issued by not less than the Cadre of Executive Engineer.	
	(Experience relating to the works executed in State / Central	
	Government Department or State / Central Government	
	undertaking shall only be considered.)	
4	Turnover Certificate of (meeting to the quantity of	
	TGERC) in any one financial year during the last five	
	financial years issued by C.A.	
5	Solvency certificate of not less than 50% of the bid amount	
	(from Nationalized Banks, etc). Such certificate should	
	have been issued not earlier than 12 months prior to the	
	date of bid opening.	
6	Self-declaration on letter head of Bidder in proof of going	
	through carefully all the tender conditions mentioned in the	
	bid document.	
7	The declaration of litigation history on letter head of	
	Bidder.	
8	Statement of availability of Key Personnel.	
9	Labour license from labour department of Telangana for	
	atleast 30 persons	
10	A copy of the valid GST certificate.	
11	A copy of the valid EPF registration certificate.	
12	A copy of the valid ESI registration certificate.	
13	Declaration (on letterhead of Bidder) to fulfill other	
	statutory obligations as per the prevailing laws.	

Note:

A. For pre-qualifying the bid all the above (1 to 13) scanned copies / documents duly attested (not below the rank of Executive Engineer) are to be uploaded along with bid on e-procurement platform at www.tender.telangana.gov.in before the

Bid Submission Closing date and time which are MANDATORY for evaluation of bid, failing which the Bidder shall be declared non-responsive.

Disqualification of the Bidder

- a. Even though the Bidders meet the above qualifying criteria, they are subject to be **Disqualified** and blacklisted if they have:
- b. Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements
- c. Not turned up for entering into agreement, when called upon.
- d. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- e. Participated in the previous bidding for the same work and had quoted unreasonably and
- f. Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over.

On awarding of work the firm shall furnish the list of Employees employed (along with name, age and other details) to this office. And it is to ensure that if any employee from the furnished list is absent due to personal reasons, the firm shall be responsible to arrange a substitute so that the system shall run in a smooth way. And the monthly payment bill submitted shall be enclosed with the EPF, ESI & GIS particulars.

All the materials to be utilized should be subject for inspection before put to use.

SECTION -3

Tender submission letter (On official letter head)

Date:

To The Commission Secretary, TGERC, Vidyut Niyantran Bhavan, G.T.S. Colony, Kalyan Nagar Hyderabad-500045.

Sir,

I/We do hereby submit the tender. If this tender is accepted, I/We under take to execute the scope of work mentioned in the tender document for a Lumpsum of rupees mentioned in the financial bid.

I/WE agreed to keep the offer in this tender valid for a period of 3 month(s) and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever during the tender validity period, the earnest money paid by me/us will be forfeited to TGERC.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice / document.

I / we distinctly agree that I/We will not hereafter make any claim or demand upon the TGERC based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE uploaded a receipt of payment of EMD (bears no interest) or uploaded MSME certificate in support of EMD exemption.

I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the Commission Secretary or authorized person shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work.

If my/our tender is accepted the earnest money shall be retained by TGERC as security for the due fulfilment of this contract. I / We are aware that the EMD is forfeited for, (1)upon written intimation to me/us by the Commission Secretary or authorized person, I/We fail to attend the said office on the date therein fixed or (2)upon intimation being given to me/us by the Commission Secretary or authorized person of acceptance of my/our tender, or (3) if I/We fail to enter into the required agreement within the stipulated date and time, then I/We agree for the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.

I/We fully understand that the written agreement to be entered into between me/us and TGERC shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of TGERC.

I/WE agree to pay the transaction fee, and other fees as levied by the TGTS on its portal.

I/WE will employ the following technical staff for supervising the work and will see that they are always at site during working hours, personally checking all items of works and pay extra attention to such works as required special attention

Name of members of technical staff Qualification. proposed to be employed

I / WE declare that I/WE agree to recover the salaries of the technical staff actually engaged on the work by TGERC from the work bills, if I/We fail to employ technical staff as per the tender conditions.

BIDDER'S / CONTRACTOR'S CERTIFICATE.

- (1) I/WE certify that I/We have inspected the site of the work before quoting, I /We have ascertained the requirements and satisfied and submitted the quotation.
- (2) I/WE am/are prepared to furnish detailed data in support of my bid offer, if and when called upon to do so without any reservations.
- (3) I/WE declare that I/WE will execute the work as per the scope of work, and if I/WE fail to complete the work as per the said work I/We abide by the condition to recover liquidated damages as per the tender conditions.
- (4) I/WE declare that I/WE will abide for settlement of disputes amicably without resorting to the legal actions. I / we also agree to first knock the doors of Arbitration than Adjudication as mutually agree.

DECLARATION OF THE BIDDER.

a) The Bidder has not been blacklisted/debarred/withheld/suspended/terminated for any kind of work in any govt departments /PSUs/govt 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.

- b) 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.
- c) 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.
- d) 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 EMD including necessary action that can be initiated for disruption of works including suspension of business and/ or black listing.

Address of the Bidder :

Signature of the bidder

Name in block letters

Cell No .:

- 1. **BID**
 - 1.1 If any alteration is made by the Bidder in the contract form, the conditions of contract, the drawing, specifications or quantities accompanying the same tender will be rejected.
 - 1.2 Vernacular signature should be translated in English.

2. MATERIALS:

3. SUBLETING OF WORKS:

- 3.1 No part of the contract shall be sublet without permission of the Commission Secretary or authorized person / TGERC, Hyderabad or shall transfer be made by Power of Attorney authorizing others to receive payment on the contractor's behalf.
- 3.2 The Commission Secretary or authorized person / TGERC, Hyderabad can if necessary, limit permission to sublet the following items of work only.
 - I. Labour Contract
 - II. Material Contract
 - III. Transport Contract
 - IV. Engaging specialists for special items of work as enjoined in TGSS.
 - V. In the event it is found that any portion of the work is sublet without consent of Commission Secretary or authorized person / TGERC, action will be taken against the Contractor by debarring him from participating in the tender for the period as decided by the agreement concluding authority. However, the debarring period shall not be less than one year.

4. Goods & Service Tax (GST)

- 4.1 GST at the prescribed rates as indicated by Government from time to time, shall be recovered from the bills and remitted to Government.
- 4.2 TDS certificate (Form No.:501-A) shall be issued to the contractor for the amount of GST recovered and remitted to the Government.
- 4.3 The contractor has to furnish Form No.501/501-A (TDS Certificate) with TIN Number to the TGERC, Payable at Hyderabad so as to enable the TGERC to certify the recovery and remittance of GST from the work bills.
- 4.4 In case the contractor opts for composite scheme and submits the necessary registration certificate for deduction of GST at 18%, the same shall be recovered and remitted to the Government without adding differential VAT amount to the bill.
- 4.5 The contractor should produce a valid GST Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

5. **INCOME TAX:**

5.1 Each Bidder must also send a certificate of income tax verification from the appropriate income tax authorities in the prescribed form. This certificate will be

valid for one year from the date of issue and to be enclosed to all tenders submitted during the year.

- 5.2 If a certificate for the current year had already been produced by him during the calendar year in which the tender is made it will be sufficient if such particulars are furnished.
- 5.3 During the execution of contract, deduction of income tax is at the applicable rate as decided by the Government from time to time shall be made from the gross payment of the bills.

6. PAYMENT FOR AUTHORISED EXTRAS & SUPPLEMENTAL ITEMS

6.1 Any services other than the mentioned, if required to be carried out at the instance by the Commission need to be carried out by the successful bidder, subject to fulfilling the minimum wages and other labour conditions and at mutually agreed rates.

7. INJURIES DUE TO ACCIDENTS:

- 7.1 The contractor shall at all times indemnify the TGERC against all claims which may be under the Workmen Compensation Act or any Statutory modification thereof or the rules of compensation payable in consequence of any accident or any injury sustained by any workman engaged in the performance of the business relating to this Contract.
- 7.2 In all cases of personal injury to workman employed by a Contractor on this work for which contractor is liable to pay compensation under Workmen Compensation Act. He shall pay the prescribed medical fee to the Medical Officer for issue of C & D forms prescribed failing which the said fee will be paid to the Medical Officer by the TGERC and recovered from the contractor's bills.
- 7.3 The following indemnity bond may be executed by the contractor while entering into agreement:

Name of work:	
Agreement No:	

(a) Under workmen's Compensation Act 1923, with any statutory modification thereof and rules there under or injury sustained

(b) under Minimum wages Act 1948,

(c) Under payment of Wages Act, 1936

(d) Under the Contract Labour (Regulation of Abolition Act 1970, by any workman engaged for the performance of the business relating to the above contract i.e. failing such payment of claims of workman engaged in the above work, abide in accepting for the recovery of such claims effected from any of my / our assets with the department.

BIDDER / CONTRACTOR

7.4 In respect of all labour directly or indirectly employed on the work, the contractor shall comply with all legislations and rules of State/Central Government or other Local Authority framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety, reasons, maintenance of registers etc., will be deemed to be part of the contract.

8. LIABILITY FOR EXCESS PAYMENT

8.1 In case of over payment or wrong payment made if any to the contractor due to wrong interpretation of the provisions of the contract or otherwise and due to oversight of calculation error etc., such excess payment will be deducted in the subsequent bill of the work or failing that from the bills under any other contract with the TGERC or department of the Government at any time thereafter from the deposit or any other contract/contracts. If no payment is due to the contractor from any Government department, the amount will be collected from his assets as Govt. dues by the revenue authorities.

9. **MISCELLANEOUS:**

- 9.1 The contractor will not be entitled to get interest on arrears if any due, which may, on the final settlement of his accounts be found due to him.
- 9.2 Claims due to variation in the prices of any materials or articles on any account will not be entertained.
- 9.3 The TGERC shall have the right to omit any item of work or add more items put to tender either before or after concluding the agreement for the work with a corresponding deduction addition from the total bid amount without altering the quoted rate for the remaining items of the tender.
- 9.4 All risks of loss of or damage to physical property and of personnel injury & death, which arise during and in consequence of the performing of the contract are the responsibility of the contractor
- 9.5 One or more regular employees of the Commission shall inspect and supervise the work at random and the Supervisor appointed by the Contractor is responsible for the site's work should be answerable to him.
- 9.6 No advance payments shall be allowed.
- 9.7 Drinking Water: The TGERC common drinking water can be utilized
- 9.8 Latrines and urinals: The TGERC common latrines & urinals can be utilized

10. Land required temporarily for storing contractor's materials or for housing their staff: "

Proper place will be allocated for storing the materials and or housing the staff of the Contractor.

11. LABOUR & FAIR WAGES:

11.1 The contractor shall employ labour in sufficient number to attend to the scope of work mentioned in the contract.

- 11.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the contractors labour Regulations.
- 11.3 The Contractor shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act 1948, Commission's liability Act 1930. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Contract Labour Regulation and Abolition Act 1970 or any modifications thereof or any other Law relating thereto and Rules made there under from time to time.
- 11.4 The contractor shall not withstanding the provisions of any clause to the contrary, wages to be paid to the labourer in directly engaged on the work including any labour engaged by subcontractor in connection with the said work as if the labourer had been directly employed by him.
- 11.5 In respect of labour directly or indirectly employed in the work for the purpose of contractor's part of the agreement, the contractor shall comply with the Rules & Regulations on the maintenance of suitable records prescribed for this purpose from time to time by Government.
- 11.6 The Commission Secretary or authorized person / TGERC shall have the right to call for payment records to the staff as required to satisfy himself on the payments of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the workers.
- 11.7 The Contractor shall be primarily liable for all payments to be made and for the observance of the rules framed by the Government from time to time.
- 11.8 The contractor shall ensure strict compliance of the provisions of the Employees Provident Fund Act 1952 and the scheme framed there under in, so far as they are applicable to their establishment and agencies engaged by them, the contractor is further required to indemnify the TGERC against any loss of damage whatsoever that may be suffered by the TGERC as a result of any claims, damages or penalties for any failure or noncompliance on their part with the provisions of the aforesaid. Act and the scheme framed there under.
- 11.9 The contractor shall ensure implementation of all the relevant provision of the above act and shall deemed to be the principal Commission for the purpose. Accordingly they will get themselves registered with the concerned statutory authority as provided under the Act and shall be directly responsible to the authorities there under for compliance with the provisions thereof.

In pursuance of the above provisions, the contractor is required to maintain Attendance Register for all his employees employed for the subject work and other records and cause recovery of their P.F. contributions from their wages / salaries and remit the same along with the Commission's Contribution to the Regional Provident Fund Authorities with necessary returns.

12. INSURANCE:

The contractor is liable for insuring the lives of the persons deployed in the Commission and indemnify the Commission from any legal eventuality arising and in the course of execution of the scope of work.

13. SETTLEMENT OF DISPUTES:

- 13.1 It is agreed that the Contractor shall not resort to litigation without resorting to the alternate dispute resolutions. Litigation is only accepted as a last resort.
- 13.2 The Civil Courts of Hyderabad / Secunderabad only shall have jurisdiction to entertain the disputes arising out of this Contract by way of Civil suits.

Annexure 'A'

SCOPE OF WORK

Location & Purpose:

Integrated Building services such as house keeping, services for protection of the assets, premises etc (security), Technical maintenance of building equipment and Gardening services including pest control, rodent control, termite control, cockroach control and siver fish control in the piles of books, files, etc. for the Vidyut Niyantran Bhavan building located at G.T.S. Colony, Kalyan Nagar, Hyderabad 500 045 and also at the residences of the Hon'ble Chairman and Members as per their entitlements.

Scope of work given under is only indicative. The bidders need to assess on their own about the need and submit their bids accordingly. However, no bid shall be accepted, if they consider less than the mentioned scope of work, subject to the site conditions, if agreed by the Commission.

1. <u>Scope of work and requirement for protecting the assets of the Office :</u>

- 1. **Provision of Trained Security Personnel**: The agency shall deploy adequately trained, well-disciplined, and professional security personnel to safeguard the premises effectively.
- 2. **Round-the-Clock Deployment**: The contractor may ensure proper deployment for 24/7 to safeguard the office premises and also at the residences of the Chairman and Members as is necessary.
- 3. **Office Opening and Closing Duties**: The Supervisor shall ensure the opening and closing of the office building and rooms as per the directions of TGERC authorities, including on holidays.
- 4. **Attendance Maintenance**: The Supervisor shall maintain an attendance register for the deployed personnel. This register will serve as the basis for calculating payments.
- 5. **Conduct and Performance**: The Service Provider shall ensure the excellent turnout of the security personnel deployed and they exhibit good conduct, behavior, and performance at all times while deployed at the zonal office premises.
- 6. **Qualifications of Security Guards**: Deployed personnel must have a minimum educational qualification of Degree.
- 7. Age and Physical Requirements: The personnel deployed must be between 25 and 50 years of age. They should have a minimum height of 5 feet 4 inches (5.4 ft).
- 8. Language Proficiency: Security guards must be proficient in the local language, **Telugu** (reading, writing, and speaking).
- 9. **Identity and Uniform**: The agency must provide photo identity cards and a prescribed dress code for the guards. The dress code shall be as per the contractor company's practices

- 10. During night duty, the deployed personnel should not be slept and should go around the office. Necessary procedure may be deployed by the Contractor as deemed fit in consultation with the Authorized officer of the Commission.
- 11. Any untoward incident should be immediately reported to the supervisor of the Contractor, who in turn should report to the authorized officer of the Commission.
- 12. Any loss due to failure of the deployed security personnel is subject to realization from the Contractor.

2. <u>Scope of work and requirement for providing of House Keeping services:</u>

DAILY SCHEDULE

- 1. General Cleaning of All Floors and Common Areas
 - Sweep, mop, and maintain floors in all office rooms, chambers, stairways, corridors, Gym area and common areas across Blocks A & B.
 - Clean parking areas and surrounding premises, ensuring the removal of debris, dry leaves, and litter.

2. Garbage Collection and Disposal

- Collect garbage from all floors, including office spaces, chambers, corridors, parking areas, and surrounding grounds.
- Dispose of garbage at the nearby designated GHMC dump yard daily.

3. Furniture and Glass Surface Cleaning

- Dust and wipe all furniture, including tables, chairs, partitions, and other installations.
- Clean glass surfaces in office rooms, corridors, and common areas, ensuring they remain streak-free.

4. Toilet Cleaning and Sanitization

- Clean and disinfect toilets on all floors, ensuring complete hygiene and sanitation.
- Replenish supplies such as deodorants, air fresheners, hand soap, and tissue paper as required.

5. Waste and Spill Management

• Promptly clean any waste or spilled substances from floors, corridors, parking areas, and surrounding grounds to maintain cleanliness during office hours.

6. Other Miscellaneous work:

- Like proper seating arrangement and providing of clean utensils, glasses, and cups for meetings, seminars, or conferences whenever required. Ensure they are set up neatly before the start of any session. After the meetings, clean and sanitize all used utensils such as glasses, cups, plates, and any serving items.
- Cleaning, dusting of furniture, partitions, glass surfaces, disposal of garbage etc.,
- Cleaning and disinfecting of Toilets in stilt, to all corporate offices mentioned and providing deodorants etc., sufficient stocks of approved cleaning materials and deodorants required for one month maintenance are to be maintained.

- Arranging for proper functioning of sanitary fixtures and lines.
- Removal of cobwebs.
- Periodical cleaning of spillage & dropped material in floors.
- Removal of all stains on walls by sponging with soap/shampoo, water.

WEEKLY SCHEDULE (Every Sunday)

1. Deep Cleaning of Floors and Parking Areas

• Conduct a thorough wash of all floors using approved chemicals to remove stains, oils, and grime in all designated areas, including parking areas and common spaces.

2. Comprehensive Glass and Exterior Surface Cleaning

• Deep clean all glass surfaces, including windows, partitions, and exterior facades of the building, ensuring a clear, polished finish.

3. Cobweb and Dust Removal

• Inspect and remove cobwebs from ceilings, walls, corners, and hard-to-reach areas across all floors in Blocks A & B.

4. Exterior and Terrace Cleaning

- Sweep and clean terrace floors and surrounding areas, ensuring the drainage system is functioning and free of obstructions.
- Dispose of garbage and other debris collected from terraces and exterior surroundings.

5. Solar Panels cleaning

- Solar panels installed on the terrace of both A & B blocks should be cleaned and lightly dust off the panels using soft, non-abrasive materials (such as microfiber cloths or soft brooms) to avoid scratches
- If noticeable dust persists, use a damp cloth with minimal water to remove residue and no detergent or chemicals should be used on panels unless specified for solar panel use.

MONTHLY SCHEDULE (Second Saturday of Each Month)

1. Detailed Cleaning of Ceiling Fans, Lighting Fixtures, and Electronics

• Dust and thoroughly clean all ceiling fans, light fixtures, and computers in office rooms and common areas.

2. Extensive Glass and Wall Surface Cleaning

• Perform wet and dry cleaning of all glass surfaces, window sills, and exterior walls & glass surfaces with soap solutions and appropriate chemicals, ensuring all high and hard-to-reach surfaces are safely cleaned.

3. Overhead Tanks and Sump Cleaning

- Clean and disinfect overhead water tanks and sumps, removing any sediment or buildup to ensure a safe and hygienic water supply for the facility.
- 4. Parking Area and Surrounding Grounds Deep Cleaning
 - Perform a deep-clean of the parking areas and surrounding grounds, including stain removal and disinfectant application to maintain a clean and welcoming environment.

5. Wall Stain Removal and Spot Cleaning

• Inspect wall surfaces for stains or marks and perform spot cleaning with appropriate solutions, including shampoo or soap solution as required.

6. Solar Panels cleaning

- Perform a full cleaning with water spray, ensuring a gentle stream that won't damage the panels and use specialized solar panel cleaning solutions if needed confirming they are safe for panels.
- Conduct a thorough inspection for minor wear, corrosion, or loose fixtures. Any observed issues should be noted and brought to maintenance management for timely repair.

<u>Note:</u> Skilled labor should be deployed for cleaning of wall glass surfaces from outside, and solar panel cleaning.

3. <u>Scope of work and requirement for gardening services:</u>

The scope of work for Garden maintenance services comprises a series of activities, including, but not restricted to watering the plants and trees, removal of weeds and litters from the lawn, and such other activities as may be necessary to maintain acceptable standards of GARDERN MAINTENANCE within a defined set of premises. The scope of the service requires the Service Provider to provide manpower and resources for the premises as specified by the Buyer for the purposes of Garden maintenance. It would be the obligation of the Vendor to provide services according to the following:

The following are the details of the activities to be carried out by the contractor for the service of garden maintenance.

i. The purpose of GARDENERS is

- a. To maintain the existing garden of the TGERC premises.
- b. To present a rich look with lush green lawns and beautiful flowers.
- c. To maintain the green landscapes.
- d. To develop lawns/ green landscapes by cutting bushes, cleaning of weeds and hedges, pruning of plants, trimming the lawn grass.
- e. To plant annual and seasonal flowering and ornamental plants as per directions of the TGERC.
- **ii.** The contractor must ensure all activities to always maintain the TGERC garden in a presentable condition whether such activities are elaborated hereunder or not.
- **iii.** To maintain the lawns and gardens by watering, and manuring with periodical application of manure and pesticides, anti-termite treatment with termiticides wherever and whenever required.

- **iv.** To sweep and remove leaf litter in the gardens and ensure proper horticulture work without causing any damage. To keep the green spaces and walkways clear of debris and litter.
- **v.** To plant hedges and lining the edges with lime painted designed bricks.
- vi. To maintain all plants, shrubs, hedges, and lawn as are existing on the date of start of contract and any other lawn/ park/ plants developed thereafter.
- vii. The area of garden in the TGERC premises is furnished in table provided. Garden maintenance area is approximately 1685 sq. mt. The extent of the garden area in the TGERC premises may be physically verified and checked before participating in the tender.
- viii. To periodically clean and remove the bushes and other unwanted weeds from open areas around the building.
- **ix.** To plant trees, shrubs etc. by excavation/ digging as and when required in the interest of the beautiful maintenance of the ambience/ park/ lawn.
- **x.** To arrange potted plants inside the building as and when necessary, displaying them as per directions and taking back the plants to the garden after the event.
- **xi.** To maintain the sprinklers that exist in the garden area.
- **xii.** The gardeners must have a knowledge of plant reproduction, transplantation, and cultivation techniques (e.g., for lawns, hedges, shrubs, and ornamental plants). They should also be able to recognize pests and parasites and other common plant illnesses and take appropriate control measures, using equipment and chemical or natural products, where necessary.
- **xiii.** The gardener shall have knowledge about the use and maintenance of different landscaping equipment, mowers, trimmers.
- **xiv.** The gardeners should have knowledge about the use of fertilizers while following health and safety regulations.
- **xv.** It shall be the duty of the gardeners to maintain the greenish lawn in all areas of the garden, as dignitaries/ officials visits at any time.
- **xvi.** Duties and responsibilities of Gardeners
 - a. Experience as a GARDENER with familiarity in landscape designing.
 - b. Extensive knowledge about regional plant life.
 - c. Knowledge about local pests and methods of their elimination.
 - d. Perform basic maintenance such as cutting the grass, emptying bins, managing weed control and leaf raking.
 - e. Plant and nurture new trees, flowers, and various plants as per the directions.
 - f. Knowledge about the use of fertilizers.
 - g. Work with hand tools and basic light machinery such as plant vehicles etc.
 - h. Maintenance and servicing of all gardening equipment and machinery, like mowers, trimmers, and leaf blowers.
 - i. Maintain a clean garden by clearing rubbish and litter from the garden and grounds.
 - j. Provide guidance to the TGERC on matters related to the garden.
 - k. Advise TGERC on the costs of plants and garden necessities with detailed written quotations and reports.
 - 1. Ensure a safe environment for staff and clients by adhering to safety and health regulations.
 - m. Knowledge of state health and safety regulations for landscaping.

xvii. In addition to the above jobs, the Commission may assign any work related to garden maintenance inside the premises not mentioned specifically. Frequency and timing of the work is at the discretion of the Commission looking into the needs and quantity of work.

Note: The personnel engaged by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this Office under the provision of Industrial disputes Act., 1947 or Contract Labour (Regulation & Abolition Act, 1970. Singeing on all pages of the document and submitting it itself is an acceptance to the above. This office will not be responsible in any occurrences carried by the operations like strike, boycott / labour dispute, etc

Note: 1) The EPF & ESI monthly payment receipts should be submitted by the contractor to Commission Secretary along with the monthly Invoice for further processing of bill for the workers engaged for the above work.

Annexure 'B' SERVICEABLE AREA

Location		Serviceable Area/ Area to be cleaned Daily	Units
	Stilt floor	1711.31	sqm
	B block first floor	402.19	sqm
	B block second floor	416.82	sqm
	A block first floor	399.92	sqm
Building Carpet	A block second floor	518.56	sqm
areas	A block third floor	501.19	sqm
	A block fourth floor	504.85	sqm
	A block fifth floor	508.57	sqm
	Drive way	439.00	sqm
	pavers	257.00	sqm
	B block first floor	18.83	sqm
	B block second floor	27.48	sqm
	A block first floor	44.60	sqm
Toilet flooring area	A block second floor	32.93	sqm
	A block third floor	43.25	sqm
	A block fourth floor	29.42	sqm
	A block fifth floor	29.80	sqm
	Total in sqm	5,886	sqm
	Total in sft	63,330	sft
	Building North side (Outer side)	369.45	sqm
	Building North side (Inner side)-kerb	66.34	sqm
	Building east side (Inner side)-kerb	48.51	sqm
Garden area	Sump Beside Area	161.68	sqm
Guruchurcu	B/W Retaining wal and building East side	135.57	sqm
	B/W compound wall and building South side	72.00	sqm
	B/W compound wall and building West side	52.80	sqm
	Drive way	372.66	sqm
	B/W block A and block B	406.20	sqm
	Total in sqm	1,685	sqm
	Total in sft	18,133	sft

TERMS AND CONDITIONS

- 1) In-Charge of the Work: Authorized Officer of the Commission
- 2) The agency has to ensure utmost cleanliness of all the areas of the office building by deploying proper personnel, to safe guard the assets of the office and have a vigil on the visitors, doubtful persons, ensure greenery all around the office etc,.
- 3) If cleaning/maintenance are not satisfactory to the authorized Officer / staff, a penalty of minimum Rs. 1000/- would be levied. Maximum will be at the discretion of the incharge shall be made for non-adherence of the contractual obligations.
- 4) Under the provisions of section 3 & 4 of the official Secret Act 1923 the contractor is prohibited from passing any information/plans pertaining to the work to any unauthorized persons either in part or in full.
- 5) All the Material and Chemical Consumables procured per month should be shown to the in charge of the work by the 1st working day of every month. A Consumption Register is to be maintained by the agency duly indicating the quantity of consumables used every day.
- 6) If the work is not carried out satisfactorily, the contract will be terminated at any time without assigning any reason & without issuing any prior notice.
- 7) The main cleaning works in all the floors shall be completed before 10.00 A.M on all working days and to be maintained in clean and neat condition. And the workmen should be made available in the office full day duration. On Sundays/Holidays the work can be done during the whole daytime.
- 8) The rate is inclusive of all relevant materials (like Phenol, brooms, washing powder, toilet-cleaning liquid, brushes, naphthalene balls and gardening material etc.,) for cleaning, labour charges, transport charges, and all other taxes as mandatory etc. complete for the finished item of work.
- 9) All duties, taxes except GST, and other levies are payable by the contractors.
- 10) I.T and GST will be deducted at prevailing rate on total bill amounts as per existing structure.
- 11) The initial period of contract will be for maximum of 12 months, which can be extended by another one/two years on mutual agreement.
- 12) The above rate shall be firm and valid till the completion of the work. No advance payment shall be made towards procurement of material etc.
- 13) The Commission reserves the right to award/cancel the agreement without assigning any reasons.
- 14) Payment shall be made monthly once on submission of the bill in full shape on satisfactory services and after deducting the statutory taxes, if any levied by the Government from time to time.
- 15) The scope of the work is as per the Annexure 'A' enclosed.

- 16) The safety of the workmen shall solely be the responsibility of the agency and the agency has to abide by the workmen compensation act. TGERC will not be responsible for any accidents occurred during the contract period
- 17) The contractor shall comply with all statutory requirements like minimum wages act etc., and shall maintain & produce all records on demand.
- 18) The contractor/Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under applicable Laws/Rules and for non-compliance, of any of levied by the appropriate authority under the Laws/Rules. The Contractor/Agency shall also be liable for compliance of statues as applicable (including wages Act. Workman's Compensation Act.) etc., and the expenditure shall be borne by the Contractor/Agency. Any default in compliance, violation of any Laws and contravention of any of the provisions referred above, the Contractor/Agency shall alone be held responsible. Further the Contractor/Agency must adhere to the Rules and regulations of various Acts/Orders issued by Central/ State/Local authorities now and then.
- 19) The TGERC shall not be liable to pay any allowance, salary or any other amount under any Law in force for the work force engaged by the Contractor/Agency. The person or Contractor/Agency to whom the contract is given will not be entitled to any other allowance or benefits which are not included in the contract.
- 20) The contractor will comply with all the Labour Laws in vogue.
- 21) The Contractor/Agency shall not be entitled to prefer any claim towards weekly offs, festival holidays and earned leave etc., as the rates quoted are inclusive of all the incidental charges.
- 22) The Contractor/Agency will be liable not only to pay wages to their employees, but also the retrenchment compensation, notice pay, Gratuity or Bonus as applicable and TGERC will not be held liable for any obligation of the contractor.
- 23) The workmen engaged by the contractor shall not have any right or claim for employment with TGERC.
- 24) The workmen should wear the uniform daily without fail.
- 25) Power supply for working of equipment if any shall be provided at free of cost by TGERC with prior permission obtained from Commission Secretary or authorized person in charge of the work
- 26) Any damage caused to the TGERC furniture, fixtures & material while working shall be made good at the contractor's cost and risk.
- 27) If cleaning/maintenance are not satisfactory deduction onwards the same at the discretion of the in-charge shall be made.
- 28) The TGERC reserves the right to terminate the contract with 15 days' notice in case of breach of any terms and condition of the tender and contract, including forfeiture of PBG amount. After termination of contract, it is open to TGERC to make alternative suitable arrangements by appointing another agency at the cost and risk of the Contractor/Agency. The additional expenditure incurred, if any, will be adjusted

against the Security deposit. The unadjusted balance will be recovered as per provisions of Revenue Recovery Act under usual procedure.

- 29) The Contractor/Agency shall not transfer or assign sub-contract to any other party.
- 30) TGERC authority shall not be liable for any illegal action or omission made by the workforce of the contractor. In case of any loss or damage to the property in on account of any act, omission, negligence on the part of the contractor and /or its agent, representative etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the contractor or its agent, or its representative in the compliance of provisions hereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by TGERC authorities and shall not be open to any question by the contractor. TGERC authorities shall recover such amount of loss or damage from the contractor.

TECHNICAL BID

(Please refer 27.5 para) (On official letter head)

Sl. No.	Technical parameter	Input by the bidder
1	Turnover (for the past five years – year wise)	
	Audited certificate and or IT return should be	
	submitted	
2	Fleet of employees (for the past five years and	
	submit the relevant proof such as PF return, ESI	
	returns etc., year wise)	
	a) Permanent	
	b) Outsourced	
	c) Contract	
3	Premier clientele (during the past five years)	
4	Machines proposed to be used / deployed	
	Detailed list proposed to be deployed may be	
	given for proper assessment	
5	Technology used (if any new technology is used,	
	the details of which may be mentioned in detail)	
6	Materials used	
	Detailed list of proposed materials to be used	
	should be given	

Note: The bidders are expected to submit verifiable documents from the relevant authority in support of the above, without which it would not be possible for evaluation of the concerned bid and the bid shall be treated as non-responsive.

Signature with Stamp

(On official letter head)

PRICE BID

Name of work: Engaging of Security guards, providing of Housekeeping services & Gardening services at TGERC "Vidyut Niyantran Bhavan", G.T.S. Colony, Kalyan Nagar, Hyderabad 500 045.

I/We, Sri / Smt./M/s. do hereby

express my willingness to execute the scope of work as per the conditions, standards,

specifications, rules, regulations, etc., stipulated in the tender document for a consideration of

Rs.)

I / We are also submitting the item wise costing (bifurcation of costing) only for information.

SIGNATURE:

NAME OF THE BIDDER / AUTHORISED SIGNATORY.

SECTION - 4

SAFETY MEASURES

SAFETY PRECAUTIONS:

All the safety measures to avoid accidents shall be following strictly in accordance with the safety rules and regulations laid down by the Government authorities. The Contractor shall take all safety precautions and shall provide proper scaffolding, lifebelts, ladder shock proof helmets, etc. to avoid accidents and to ensure safety, of not only his personnel but also the safety of the staff and workers of other contractors working at the same site.

The contractor shall take necessary precautions to ensure that no part of the building/structure damage or disfigures due to negligence on his part while carrying out the work. In case of excess damage, the same shall be made good by the contractor immediately at his own cost. Decommissioning on energized equipment shall be carried out with proper safety permits issued by the Purchase/Competent authorities. When required to work at heights or at hazardous location areas, the contractor shall carry out the same with utmost care and all safety precautions.