# eTendering System Government of Kerala



### **Tender Details**

Date: 05-Aug-2024 01:40 PM



Basic Details						
Organisation Chain	ANERT					
Tender Reference Number	ANERT-TECH/97/2024-PE1(RTS)					
Tender ID	2024_ANERT_684022_1	Withdrawal Allowed	Yes			
Tender Type	Open Tender	Form of contract	Empanelment			
Tender Category	Services	No. of Covers	2			
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No			
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No			
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No			

<u>Paymen</u>	Payment Instruments							
Online	S.No	Bank Name						
Bankers	1	SBI MOPS						

<u>Cover Details, No. Of Covers - 2</u>					
Cover No	Document Type	Description			
1	Fee/PreQual/Technical	.pdf	PQ Documents		
		.pdf	Technical Bid		
2	Finance	.xls	Financial Bid		
		.pdf	Financial Bid in Letter Head		

Tender Fee Details, [Total Fee in ₹ * - 5,900]				EMD Fee Details			
Tender Fee in ₹	5,900			EMD Amount in ₹	25,000	EMD Exemption	Yes
Fee Payable To	Nil	Fee Payable At	Nil			Allowed	
Tender Fee	Yes			EMD Fee Type	fixed	EMD Percentage	NA
<b>Exemption Allowed</b>				EMD Payable To	Nil	EMD Payable At	Nil

Work / Item(s)								
Title	Request for Selection (RfS) of Architects / Architectural firms / Consultants for the Design of Truss works as part of Solar Power Plant installation at Central Stadium, Thiruvananthapuram, Kerala							
Work Description		Request for Selection (RfS) of Architects / Architectural firms / Consultants for the Design of Truss works as part of Solar Power Plant installation at Central Stadium, Thiruvananthapuram, Kerala						
Pre Qualification Details	Please refer Tender documents.	Please refer Tender documents.						
Independent External Monitor/Remarks	NA							
Tender Value in ₹	NA	<b>Product Category</b>	Consultancy	Sub category	NA			
Contract Type	Empanelment	Bid Validity(Days)	60	Period Of Work(Days)	30			
Location	Central Stadium, Thiruvananthapuram, Kerala	Pincode	695001	Pre Bid Meeting Place	NA			
Pre Bid Meeting Address	NA	Pre Bid Meeting Date NA Bid Opening Place Online						
Should Allow NDA Tender	No	Allow Preferential Bidder	No					

<u>Critical Dates</u>						
Publish Date	05-Aug-2024 01:00 PM	Bid Opening Date	17-Aug-2024 04:00 PM			
Document Download / Sale Start Date	05-Aug-2024 01:00 PM	Document Download / Sale End Date	17-Aug-2024 03:00 PM			
Clarification Start Date	NA	Clarification End Date	NA			
<b>Bid Submission Start Date</b>	05-Aug-2024 01:00 PM	Bid Submission End Date	17-Aug-2024 03:00 PM			

Tender Do	cume	<u>nts</u>				
NIT Document	S.No	Document Name		Description		Document Size (in KB)
	1	Tendernotice_1.pdf		NIT and Abstrac	ct	276.57
Work Thom	-	ı				
	S.No	Document Type	Document	: Name	Description	Document Size (in KB)
Work Item Documents		Document Type Tender Documents	<b>Document</b> EoIDoc.pdf	: Name	<b>Description</b> EoI Document	

<b>Tender Inviting Auth</b>	<u>nority</u>
Name	CEO ANERT
Address	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033



# AGENCY FOR NEW & RENEWABLE ENERGY RESEARCH AND TECHNOLOGY (ANERT)

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 033; www.anert.gov.in, projects@anert.in

# E-TENDER DOCUMENT

Request for Selection (RfS) of Architects /
Architectural firms / Consultants for the Design
of Truss works as part of Solar Power Plant
installation at Central Stadium,
Thiruvananthapuram, Kerala

Ref. No.: ANERT-TECH/97/2024-PE1(RTS)

# **VOLUME - 1: GENERAL CONDITIONS**

Date of Publishing of Bids : - 05/08/2024

Date of Submission of Bids : - 17/08/2024

# **CONTENTS**

E-Tender Notice	1
Γender Abstract	2
GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT	3
1. ONLINE BIDDER REGISTRATION PROCESS:	3
2. ONLINE TENDER PROCESS:	3
3. DOCUMENTS COMPRISING BID:	4
4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)	5
5. SUBMISSION PROCESS:	8
6. VALIDITY	8
7. DEVIATIONS	9
8. BLACK LIST	9
9. BIDDER'S LOCATION	9
10. CORRUPT AND FRAUDULENT PRACTICES	9
11. CONFLICT OF INTEREST	9
12. CONFIDENTIALITY	10
13. APPLICABLE LAW	11
14. AMENDMENT OF TENDER DOCUMENT	11
15. COMMENCEMENT OF SERVICE	11
16. GOVERNMENT OF KERALA – CORRUPT AND FRAUDULENT PRACTICES	12
17. GENERAL CONDITIONS	13
18. PENALTY FOR DELAY	18
19. RIGHT TO TERMINATE THE PROCESS	18
20. NON-CONFORMING PROPOSALS	18
21. DISQUALIFICATION	18
22. SPECIAL CONDITIONS	19
REQUEST FOR PROPOSAL	21
Scope of work	26
FORMAT FOR COVERING LETTER	35
Annexure I - A – Summary of Bid Qualification requirements	36
Annexure I – B - Agreement	37
Annexure I - C – Declaration by the bidder	39
Annexure I - D – Declaration of relationship with ANERT Employee	40
Proforma A1	40
Proforma A2	41
PROFORMA A3	42

# **E-Tender Notice**

Competitive e-tenders in two cover system with Earnest Money Deposit (EMD) and Price Bid are invited from reputed & experienced Architects / Architectural Firms for their services in the *Request for Selection (RfS) of Architects / Architectural firms / Consultants for the Design of Truss works as part of Solar Power Plant installation at Central Stadium, Thiruvananthapuram, Kerala*. The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala, Tender form will not be available in any other form.

Thiruvananthapuram Sd/05/08/2024 CEO

## **TENDER ABSTRACT**

Ref. No. **ANERT-TECH/97/2024-PE1(RTS)** 

Name of Work Request for Selection (RfS) of Architects /

Architectural firms / Consultants for the Design of Truss works as part of Solar Power Plant installation at Central Stadium,

Thiruvananthapuram, Kerala

Download of Tender Form <a href="http://www.etenders.kerala.gov.in">http://www.etenders.kerala.gov.in</a>

Last date of submission of Tender 05/08/2024 @ 3.00 PM

Date and Time of opening the Tender 17/08/2024 @ 3.30 PM

Cost of Tender form Rs. 5,900/- (Incl GST)

EMD **Rs. 25,000/**-

Availability of Tender Forms Website <a href="http://www.etenders.kerala.gov.in">http://www.etenders.kerala.gov.in</a>

Place of opening of tender Office of CEO, ANERT

Law College Road, Vikas Bhavan. PO, Thiruvananthapuram – 695 033, Kerala

Thiruvananthapuram

05/08/2024 Sd/-CEO

## GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT

This e-Tender is being published for the Request for Selection (RfS) of Architects / Architectural firms / Consultants for the Design of Truss works as part of Solar Power Plant installation at Central Stadium, Thiruvananthapuram, Kerala. The tender is invited in two cover system through e-procurement portal of Government of Kerala (www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in <a href="https://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>

#### 1. ONLINE BIDDER REGISTRATION PROCESS:

- 1.1 Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on <a href="www.cca.gov.in">www.cca.gov.in</a>. Once, the DSC is obtained, bidders have to register on <a href="www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 2336006, 2332262 through email: etendershelp@kerala.gov.in for assistance in this regard

#### 2. ONLINE TENDER PROCESS:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on <u>www.etenders.kerala.gov.in</u>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Through online platform to be informed later through ANERT website www.anert.gov.in

- iii. Publishing of Corrigendum: All corrigenda shall be published on <a href="https://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <a href="https://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of required qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

#### 3. DOCUMENTS COMPRISING BID:

3.1 (a) The First Stage - Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid

Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

**Part -1** shall contain, Part-I (this document in PDF form)/scanned copies of:

- i. Part I of the tender documents downloaded (signed with office seal)
- ii. Summary of Bid qualification requirement (Annexure A)
- iii. Agreement in the prescribed format (Annexure B) on Govt. of Kerala stamp paper worth Rs.200/-
- iv. Copy of Registration Certificate of the bidder firm
- v. Copy of GST Certificate
- vi. Copy of PAN card /TAN
- vii. Documents to prove the annual Turnover of the bidder along with a certificate from Chartered Accountant regarding net worth. (Capital + Reserves)

- viii. Copy of the work orders and certification regarding execution of the order, to prove the experience in executing similar orders, as specified
  - ix. Declaration by the bidder (format as in Annexure C)
  - x. Declaration of relationship with ANERT employee (format as in Annexure D)

#### 3.1 (b) The Second Stage (Financial Cover as per two cover system):

- **Part -2:** shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.
  - 3.2 The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
  - 3.3 The Bidder shall complete the Price bid as per format given for download along with this tender.
    - Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.
  - 3.4 Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non responsive and rejected.

#### 4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

- 4.1 The Bidder shall pay, a tender document fee of Rs. 5,900/- and Earnest Money Deposit or Bid Security of Rs. 25,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.
- 4.2 Online Payment modes: The tender document fees and EMD can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility

**State Bank of India Multi Option Payment System (SBI MOPS Gateway)**: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

<b>A)</b>	Internet Banking Options (Retail)		
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	Shamrao Vithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamil Nadu Mercantile Bank
17	DCB Bank	48	Tamil Nadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		

28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B)	Internet Banking Options (Corpora	te)	
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks\** will be shown. Here, Bidder may proceed as per below:

- a) <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.
  - \*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47
- 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-
- \* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

#### **5. SUBMISSION PROCESS:**

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on <a href="www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> along with online payment of tender document fees and EMD.
- 5.2 For page-by-page instructions on bid submission process, please visit <a href="https://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> and click "Bidders Manual Kit" link on the home page.
- 5.3 It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

#### 6. VALIDITY

- 6.1 The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 6.2 Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

#### 7. DEVIATIONS

7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

#### 8. BLACK LIST

8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

#### 9. BIDDER'S LOCATION

- 9.1 The tenderers are requested to furnish the exact location of their offices with detailed postal address and pin code, telephone and fax nos. etc. in their tenders so as to arrange inspection by ANERT, if considered necessary.
- 9.2 All communication shall be made to the registered email of the bidder in the e-tendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

#### 10. CORRUPT AND FRAUDULENT PRACTICES

ANERT requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected service Provider(s) shall permit ANERT or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ANERT.

#### 11. CONFLICT OF INTEREST

i. The service Provider(s) is required to provide professional, objective, and impartial services, at all times holding ANERT"s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to ANERT any situation of actual or potential conflict that impacts its capacity to serve

- the best interest of ANERT. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.
- ii. Without limitation on the generality of the foregoing, and unless stated otherwise in this RFP, the Agency(s) shall not be hired under the circumstances set forth below may be in conflict with another assignment of ANERT.
- iii. Relationship with the ANERT staff: a service Provider (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the ANERT who are directly or indirectly involved in any part of the preparation of the Terms of Reference for the assignment, the selection process for the Contract, or the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to ANERT throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the RFP

#### 12. CONFIDENTIALITY

- i. From the time the Proposals are opened to the time the Contract is awarded, the agency (ies) should not contact any of the officials of ANERT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the agency (ies) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii. Any attempt by the agency (ies) or anyone on behalf of the Suppliers to influence improperly ANERT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Government sanctions procedures.
- iii. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a agency (ies) intends to contact ANERT on any matter related to the selection process, it should do so only in writing.
- iv. The Bids should be submitted only through the e-tender portal <a href="www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>. Agency (ies) shall upload all the necessary documents in the e tender portal before the last date & time for online submission.

- Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process.
- v. Proposals must be direct, concise, and complete. ANERT will evaluate bidders proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information are not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- vi. The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders

#### 13. APPLICABLE LAW

The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the service provider will lead to rejection of work order.

#### 14. AMENDMENT OF TENDER DOCUMENT

At any time prior to the deadline for submission of the tender, ANERT may for any reason, modify the tender document. The amendment document/ corrigendum shall be notified through the website www.etenders.kerala.gov.in and such amendments shall be binding on all the bidders.

#### 15. COMMENCEMENT OF SERVICE

The successful bidder should sign the contract agreement within 7 days of issue of work order. The successful bidder should start the services as defined in the scope of work within 15 days of Issue of work order.

#### 16. GOVERNMENT OF KERALA - CORRUPT AND FRAUDULENT PRACTICES

ANERT follows the policy of the Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ANERT requires the agency (ies) to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963), The Stores Purchase Manual (SPM), 2013.

## CONDITIONS OF CONTRACT

#### 17. GENERAL CONDITIONS

- 17.1 The tenders should be submitted online at www.etenders.kerala.gov.in
- 17.2 The tenders should be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 17.3 Intending tenderers should submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 17.4 The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached.
- 17.5 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 17.6 The tenders will be opened on the specified day and time in the office of the CEO, ANERT in the presence of such of those tenderer's representatives who may be present with proper authorisation issued by the tenderer.
- 17.7 Every tenderer should along with his tender pay an Earnest Money Deposit. This may be paid online at the e-tenders website.
- 17.8 If any tenderer withdraws from his e-tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited.
- 17.9 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- 17.10 The successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The agency shall have to pay all stamp duty, Lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out below:
  - 17.10.1 The successful tenderer shall before sign the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to

5% of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.

- 17.10.2 In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and the loss if any caused to ANERT shall thereby together with such sums as may be fixed by ANERT towards damages be recovered from the defaulting tenderer.
- 17.10.3 If the agency fails to deliver all or any of the materials or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract prices, as liquidated damages, a sum equivalent to 0.5 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores and services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the agency.
- 17.11 The Security deposit shall, subject to the conditions specified herein be returned to the agency within three months after the expiration of the contract but in the event of any dispute arising between ANERT and the agency, ANERT shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from ANERT to the agency. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.

- i. All payments to the agency will be made by CEO ANERT in due course by NEFT
   Transfer only.
- ii. In the case of supplies from abroad, by drafts as may be arranged between the contracting parties. All incidental expenses incurred by ANERT for making payments outside the State in which the claim arises shall be borne by the agency.
- 17.12 The agency shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The agency shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the agency or the subagency upon such rescission. Provided always that if such consent be given at any time, the agency shall not be relieved from any obligation, duty or responsibility under this contract.
- 17.13 In case the agency becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the agency shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause (s) of this contract the agency shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the agency, be determined and ANERT may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of ANERT against the agency or his sureties in respect of any breach of contract committed by the agency. All expenses and damages caused to ANERT by any breach of contract by the agency shall be paid

- by the agency to ANERT and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
- 17.14 In case the agency fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the agency commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for ANERT (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere of on behalf of ANERT by an order in writing under the hand of the CEO put an end to this contract and in case ANERT shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the agency to ANERT under and by virtue of this contract, it shall be lawful for ANERT from and out of any moneys for the time being payable or owing to the agency from ANERT under or by virtue of this contract or otherwise to pay and reimburse to ANERT all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being payable by the agency aforesaid.
- 17.15 Any sum of money due and payable to the agency (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the agency with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or agency from ANERT shall be adjusted against any sum of money due to ANERT from him under any other contracts.
- 17.16 Every notice hereby required or authorised to be given may be either given to the agency personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to

the agency by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the agency on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

- 17.17 No representation for enhancement of rate once accepted will be considered.
- 17.18 The prices quoted should be inclusive of GST and all other expenses which are or may become payable by the agency under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
- 17.19 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 17.20 The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement is given as Annexure B to this tender. Tenders without the agreement in stamped paper will be rejected outright.
- 17.21 Conditions in the technical document, requirements and special conditions of this tender document would override these general conditions, wherever applicable.
- 17.22 ANERT, by notice sent to the agency, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 17.23 E-tender shall be opened at the time and date announced in the tender notice, and the price bid will be evaluated only after the technical evaluation.
- 17.24 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 17.25 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

#### 18. PENALTY FOR DELAY

- i. The schedule given for delivery is to be strictly adhered to in view of the strict time schedule for detailed activities. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages at the rate of 0.5% per day upto a maximum of 10% and thereafter the ANERT holds the option for cancellation of the order.
- ii. If the Agency requires an extension of time in completion of the work order period on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Bidder.

#### 19. RIGHT TO TERMINATE THE PROCESS

ANERT reserves the right to terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Purchaser will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

#### 20. NON-CONFORMING PROPOSALS

A Proposal may be construed as a non-conforming proposal and ineligible for consideration if

- a. It does not comply with the requirements of this document;
- b. The proposal appears to be "canned" presentations of promotional materials that do not follow the format required or do not appear to address the particular requirements of the solution.

#### 21. DISQUALIFICATION

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

i. Proposal not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;

- ii. During validity of the Proposal, or its extended period, if any, the Bidder increases its quoted prices;
- iii. The Bidder's Proposal is conditional and has deviations from the terms & conditions of RFP.
- iv. The Proposal is received in incomplete form
- v. The Proposal is not accompanied by all the requisite documents
- vi. The Proposal is submitted with lesser validity period
- vii. The Proposal is submitted by a consortium and the consortium is dissolved or consortium members change during the bidding process
- viii. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
  - ix. The Commercial Proposal is enclosed within the technical Proposal or other Proposal
  - x. The Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the Bid process;
  - xi. In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bids are withdrawn upon notice immediately

#### 22. SPECIAL CONDITIONS

- 22.1 Each bidder should submit only one (1) bid. Any bidder who submits/participates in more than one bid for the work shall be disqualified.
- 22.2 The tenders will be opened at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- 22.3 If the bidder has NOT submitted the requisite EMD OR Agreement, OR if the price bid is not submitted along with the tender, such tenders will be summarily rejected.

- 22.4 During the tender evaluation, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.
- 22.5 The price bids of the tenderers, which submitted the required documents only will be opened and the work will be awarded based on a Quality and Cost based evaluation after fulfilling all the requirements.
- 22.6 If found essential, ANERT reserves the right, in the interest of completion of work within the time limit, to award portion/portions of the Work order to next higher bidders, called for negotiation in the increasing order of their price offers, if they agree to supply at the L1 price.
- 22.7 The rate quoted should be GST and all other expenses.
- 22.8 The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of bid. The offers with lower validity period are liable for rejection.
- 22.9 While deciding upon the pre-qualification of Architects, emphasis will be given on the ability and competence of applicants to do good quality work within the specified time schedule.
- 22.10 Clarifications, if any required, may be obtained from CEO ANERT HQ,TVM (Contact. Mr. Krishna Kumar C, Mobile 9188119434)
- 22.11 Architect/Consultant are requested to visit the site before submitting the application to acquaint themselves with the site conditions.
- 22.12 Intimation to pre-qualified Architects for future course of action shall be advised separately.
- 22.13 Decision of the Chief Executive Officer, ANERT in regard to pre-qualification of Architects shall be final. ANERT reserves the right to reject any or all applications without assigning any reason there to.



# AGENCY FOR NON-CONVENTIONAL ENERGY & RURAL TECHNOLOGY (ANERT)

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 033; www.anert.gov.in , projects@anert.in

# E-TENDER DOCUMENT

Request for Selection (RfS) of Architects /
Architectural firms / Consultants for the Design
of Truss works as part of Solar Power Plant
installation at Central Stadium,
Thiruvananthapuram, Kerala

Ref. No.: ANERT-TECH/97/2024-PE1(RTS)

# **VOLUME - 2:** SCOPE OF WORKS & EVALUATION OF BIDS

Date of Publishing of Bids : - 05/08/2024

Date of Submission of Bids : - 17/08/2024

# **REQUEST FOR PROPOSAL**

#### 23. INVITATION TO BID:

- 23.1 **ANERT is the State Agency for Renewable Energy in Kerala** having its Headquarters at Thiruvananthapuram, Kerala and various district level offices This Request for Proposal (RFP) has been issued by the **ANERT** for engagement of reputed & experienced Architects / Architectural Firms / Consultants for Architectural design services/conducting below the line activities.
- 23.2 In order to meet the Service requirements, the ANERT proposes to invite bids from eligible individuals/agencies to undertake and provide services as per details/scope of work mentioned in this RFP document.
- 23.3 Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- 23.4 Address for submission of Bids, contact details including email address for sending communications are given in this RFP document.
- 23.5 The purpose of ANERT behind this RFP is to seek a detailed technical and commercial proposal for engagement of Agencies for providing the services as desired in this RFP.
- 23.6 This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 23.7 Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing services to ANERT are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent empanelment of the successful Bidder will be entirely at ANERT's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability &

expertise to provide ANERT the proposed Services adhering to its requirements outlined in this RFP.

#### 24. OVERVIEW:

- 24.1 The Agency for New and Renewable Energy Research and Technology (ANERT) is an autonomous organisation established during 1986 under Societies Act by the Government of Kerala, now functioning under Dept. of Power, with its Head Quarters at Thiruvananthapuram. ANERT is the State Nodal Agency (SNA) for the Ministry of New and Renewable Energy (MNRE), Govt. of India, to carry out the Centrally Assisted Programmes in Kerala.
- 24.2 ANERT has an objective to make available knowledge and experience to the State Government, Central Government. Local Bodies, Semi-Government and other agencies in the State and elsewhere and also offer consultancy services on all such matters pertaining to alternative sources of energy, energy conservation and rural technology as may be referred to it from time to time and to undertake on its own or in collaboration or on other arrangement with national or international agencies, program of research, application, extension and development of new energy sources, methods of energy conservation and rural technologies.
- 24.3 ANERT is planning to setup a Solar Power Plant at Central Stadium, Thiruvananthapuram by doing Roof Truss work and Pavilion.
- 24.4 For the above stated purpose, ANERT invites proposals/bids from reputed and qualified Individuals/Agencies for rendering the designing and architectural services as mentioned herein.
- 24.5 The Proposal/bids will be the basis for a formally signed Contract with the selected Agencies.
- 24.6 Agencies shall bear all costs associated with the preparation and submission of their bids. ANERT is not bound to accept any or all proposals/bids and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the ANERT. ANERT also reserves the right to re-issue the RFP, if it decides so.

24.7 ANERT may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. ANERT also reserves the right to not shortlist or appoint any or all Agency(ies) in respect of the services under this RFP without assigning any reasons, whatsoever.

#### 25. PURPOSE OF ENGAGEMENT

- 25.1 ANERT is planning to set up a Solar Power Plant at Central Stadium, for use in the Government Secretariat Complex, Thiruvananthapuram. The Stadium is under the Kerala Sports Council and is used for official State functions as well as for Sports activities.
- 25.2 The RfS is floated for the selection of Architect / Architectural Firms / Consultants / Consultant Agencies for the Design of Truss work and Pavillion in the Central Stadium complex, over which the Solar Power Plants are proposed for installation.



## 26. CONDITIONS OF ELIGIBILITY (Pre-Qualification Criteria)

Bidders must read carefully, the minimum "Conditions of Eligibility" provided herein. To be eligible for evaluation of its Credentials, the bidder shall fulfil minimum criteria mentioned hereunder. To be eligible the Applicant must:

- Applicant should be a registered agency anywhere in India. Proof of registration should be submitted.
- The Architect/Consultant shall be registered with Council of Architecture / Institution of Engineers (as per the Architects Act, 1972).
- The Architect /Consultant have expertise in Design/construction of Green buildings, design of truss for Stadiums and shall preferably have a running office within Kerala State.
- Copy of the audited balance sheet and Income Tax Clearance certificate for the last five years. Photocopies of for the last 3 years showing the yearly turnover.
- Registration with any other Central / State Government Department / Public Sector
- Details of maximum value of work done in single contract during the last 5 years
- List of works executed during the last 5 years with details of scope of work
  performed along with copies of completion certificate from clients / employees
  along with photographic evidence in support of the kind of building work done and
  quality of work execute.
- Details of in-house facilities available along with details of software being used.
- The applicant shall submit a Brief note on understanding for which it is bidding and innovative concept/proposals and methodology which the applicant desired to emphasis with supportive justifications.
- Bidder should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years.
- Agency /Firm should have experience of minimum 5 years.
- Self-attested Documents with respect to PAN GST and PF /ESIC to be Submitted
- A pre-agreement in Rs. 200/- Kerala Stamp paper in the format as per annexure B

•	Price Bid in excel format, for this tender to be downloaded from e-tender w	ebsite,
	duly digitally signed by the tenderer/authorized signatory of the tender.	
		Page <b>25</b> of <b>42</b>

## SCOPE OF WORK

## 27. SCOPE OF WORK, DUTIES & RESPONSIBILITIES OF THE ARCHITECT/ ARCHITECTURAL FIRM/ ENGINEERING CONSULTANCY FIRM:

- 27.1 Taking Employers instructions, visiting the sites, preparing sketch designs in accordance with local governing codes/standards/ regulations, etc including carrying out necessary revisions till the sketch designs are finally approved by the employer, making approximate estimate of cost by cubic measurements, square meter or otherwise and preparing reports on the scheme so as to enable the employer to take a decision on the sketch designs.
- 27.2 Preparation of architectural detailed drawings and incorporating there in the particular specifications of the materials to be used.
- 27.3 The Architect Consultant shall deploy qualified structural, electrical, water supply and plumbing and other required engineers at their cost for preparation of design and execution of work.
- 27.4 The truss roof will have to designed in such a way that the aesthetic view of the Government Secretariat buildings is not affected and also the area under the roof is used for basketball training, which also need to be considered. The detailed requirements will be shared after inception meeting with the selected agency.

#### 28. DELIVERABLES

The successful bidder needs to submit the following in soft copy and finalized versions in hard copy (3 copies)

- a. General site layout
- b. Architectural views of the individual blocks with dimension 3D models
- c. Process diagrams for utilities viz. Electrical, Plumbing, Firefighting, rain water harvesting, interior design of all disciplines
- d. Basic bill of material (BOM) for civil works including innovative concepts highlighting Renewable Energy technologies and use of environmentally friendly materials etc.
- e. Preliminary cost estimate of the project generated from the PRICE portal of Government of Kerala.

#### 29. TERMS AND MODE OF PAYMENT

- i. NO Advance payment will be provided.
- ii. In consideration of the services performed by the architect consultant under this contract the employer shall pay to the architect consultant/ firm a reasonable amount of fee through sealed competitive bidding under this RFP.
- iii. Bidders are required to quote the percentage of charges towards the work, based on the estimated cost. If the actual cost of works is lower than the estimated cost, then the fee will be limited at the actual cost and if the actual cost is higher than the estimated cost of work, then it will be limited to the estimated cost.
- iv. The terms of payment are as below:
  - a 60% of the total eligible charge will be released after finalisation and acceptance of first draft version of drawings.
  - b 30% of the total charges will be released finalisation of tender and inception meeting with the EPC for the execution of the work. At this stage, the application for formal approvals from the concerned LSG and other concerned will be requested. All necessary support for the selected EPC/ANERT for the same must be rendered by the successful bidder.
  - c The balance 10% will be released on completion of construction works and approval from concerned authorities.
- v. For non-repetitive works a fee calculated at the approved rate of the preliminary estimated cost including entrusted services on admissible subject to a sealing of cost of corresponding items as per approved preliminary estimate or the approved revised preliminary estimates where such revision was considered necessary by the employer excluding the items of work not entrusted to the Consultant. In the event of authorized changes in the scope of work leading to recasting of the said estimate, the ceiling shall be based on the cost including such extra cost of the approved modifications or the actual cost of construction of such work including modifications whichever is lower.
- vi. For repetitive works requiring no new major planning and design and development work on the part of the consultant except to release additional

drawings with revised titles to suit the work, a fee, calculated at the approved rate of the actual cost of work (or the preliminary estimate, whichever is less) as above shall be payable.

- vii. The above fees clauses are inclusive of fees payable by the Consultant to any other sub-Consultants and associates and nothing extra shall be payable by the Employer.
- viii. For facilitating Electronic Transfer of funds, the selected Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished (Required for the first payment only). These details should also be furnished on the body of every bill submitted for payments by the selected Agency.
  - ix. Income tax, contribution to workers' welfare fund and other statutory deductions shall be made from the payment as per prevailing norms.

#### 30. SELECTION PROCEDURE

The procedure for the selection of the agency will be based on a Quality and Cost Based Selection Process (QCBS) to be carried out as detailed below, by a committee constituted by ANERT. The scoring would in the pattern 70% and 30% in Technical and Financial.

**28.1 Minimum Pre-Qualification Process:** Only the agencies that satisfy the Minimum Pre-Qualification Criteria (PQC) after initial screening during bid opening will be considered for detailed technical evaluation by the committee. Others will be summarily rejected.

#### 28.2 Bidding Process

#### 28.2.1 Technical Bid

The Technical Bids will be evaluated by the evaluation committee and marks will be given based on the criteria detailed in Clause 28. The Technical Marks obtained will be referred to as Technical Scores (Ts). Agencies will be ranked on the basis of the Normalised Technical Score ( $S_T$ ), and only agencies who have scored 50 or more marks, will be qualified for financial evaluation. The list of technically qualified applicants will

only be published in the e-tender portal. The normalisation of technical scores will be done as illustrated below:

### i. Stage 1. Technical Bids Evaluation

Bidders details	Technical Marks Obtained (Out of 10	
Bidder 1	85	
Bidder 2	75	
Bidder 3	80	

#### • Stage 2. Normalisation of marks

Normalised score = 
$$\frac{Technical\ marks\ obtained\ by\ the\ bidder\ under\ consideration}{Highest\ technical\ Marks} \ge 100$$

Bidders Details	Normalised score
Bidder 1	(85/85) * 100=100
Bidder 2	(75/85) * 100=88
Bidder 3	(80/85) * 100=94

#### 28.2.2 Financial Bid

Financial bid shall carry 30% weightage. Financial bid is the amount in Indian Rupees which is submitted by the bidder for undertaking the work. The Normalized Financial ( $S_F$ ) score of the technically qualified bidders will be calculated, while considering the Total Contract Value given by each of the Bidders in the Commercial Bid as follows:

Normalized Commercial Score of a Bidder = 
$$\frac{\textit{Lowest commercial bid}}{\textit{Quote of the bidder under consideration}} \times 100$$

#### 28.2.3 Final score calculation through QCBS

- a. The Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.
- b. The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 70% (70 Marks out of 100 across all the components together) will be considered as technically qualified.
- c. The Bid having the Lowest Commercial bid shall be termed as the Lowest Evaluated Bid and awarded 100 marks. The Normalised Commercial score of all other bidders will be calculated as mentioned in section 28.2.2.

d. The Final score of each bidder will be calculated in accordance with their combined Technical (S<sub>T</sub>) and Financial (S<sub>F</sub>) scores which shall be determined using the following formula:

Final Bidding Score, 
$$S = (S_T * W_T) + (S_F * W_F)$$

Where  $W_T$  and  $W_F$  are weights assigned to Technical Bid and Financial Bid that will be 70:30 respectively.

- e. The bidder achieving the highest Combined Technical and Financial score will be considered the successful bidder and work shall be awarded to them.
- f. In the event of a tie (two or more bidders attaining the same final score), the following rule shall apply in their order of preference for ranking:
  - i. The bidder with the highest Weighted Technical Score ( $S_T * W_T$ ) gets the higher ranking

"If Tied even after"

ii. The bidder with the highest Weighted Financial Score ( $S_F * W_F$ ) gets the higher ranking.

"If Tied even after"

- iii. The bidders will be considered as equally good and shall be called upon for another round of negotiations and the winning bid will be chosen based on mutually agreed terms thereafter failing which the tender will be re-tendered.
- g. ANERT is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.
- h. In the event of the highest ranked applicant fails to deliver as promised or is deemed to be ineligible due to legal, financial or personnel factors coming to the notice or arising subsequent to the award of the consultancy, the next ranked applicant will be invited to take up the assignment at the price quoted by the L1 bidder or at the rate quoted by them after negotiations.

#### Example:

Bidders	Technical Score (S <sub>T</sub> )	Normalized Commercial Score (S <sub>F</sub> )	Final Score ((S <sub>T</sub> * W <sub>T</sub> ) + (S <sub>F</sub> * W <sub>F</sub> ))	Status
Bidder - 1	72.06	100	[(72.06*0.7) + (100*0.3)] = 80.42	L2

Bidder – 2	95	66.67	[(95 * 0.7) + (66.67 * 0.3)] = 86.60	L1
Bidder - 3	65			Rejected
Bidder - 4	95	46.51	[(95 * 0.7) + (46.51 * 0.3)] = 80.45	L3
Bidder - 5	94	48.73	[(95 * 0.7) + (67.1 * 0.3)] = 80.42	L2

 $W_T = 70\%$ ;  $W_F = 30\%$ 

In the above example, the bidder -2 has the highest combined score; hence, the bidder will be the L1 and shall be awarded the contract. The bidder - 3 is rejected, since he has not met the required Technical qualification and the commercial bid will not be opened.

Suppose a circumstance in which the L1 bidder, in the example above – Bidder – 2 is the L1 bidder, he has opted out of the process. The L2 will be awarded the contract, but there is a tie between Bidder – 1 & Bidder – 5. In such a situation, the bidder with the highest Technical Score will be eligible for awarding of contract. Hence, Bidder – 5 will be awarded the contract in view of having a higher Technical Score as compared to Bidder –1

#### 31. BIDDER'S ELIGIBILITY CRITERIA

The bidders are required to submit the documents in details for the evaluation.

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an		Copy of the Certificate of
	agency/entity registered in		Incorporation issued by Registrar of
	India.		Companies along with Memorandum
			& Articles of Association and full
			address of the registered office. In
			case of proprietorship/partnership
			firms please submit copy of trade
			license/tax registrations certificate
			and partnership deed.
2.	The Bidder must have a		Copy of the audited Balance
	turnover of INR 50 Lakhs during		Sheet and Certificate of the Chartered
	any of the last 5 financial year(s)		Accountant for preceding three years.
3.	The Architect /Consultant have		Invoice copy and the proof of work
	expertise in Design /		completed to be submitted for
	construction of green buildings		evaluation

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
5.	Details of in-house facilities		A self-declaration on the agency's
	available along with details of		letter head to be submitted.
	software being used		
6.	Bidders should not have been		Bidder should specifically confirm on
	blacklisted for any reason by		their letter head in this regard.
	any Public Sector Unit or		
	government body		
7.	The bidder should have a full-		A copy of latest Landline phone bill
	fledged office Kerala		/Electricity bill/ Registration with
			shop and establishment Dept. /
			Registered rent or lease agreement in
			the name of bidder.

Documentary evidence and proof of work must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

S/N	Evaluation parameters	Maximum Marks	
1	Expertise in Design / construction of Green buildings	30	
1	and such Roofing Truss for Open Stadiums		
2	Staff Profile and in-house facilities	25	
3	Cost of individual works completed	15	
5	Case Study/Presentation	30	

- Agency's talent pool should possess extensive experience to develop ideas, conceptualisation, type of foundation and super-structure, total constructed area, services provided such as central air-conditioning system, lift, fire detection and protection, access control system and surveillance etc script, pre-production, plan etc ascertaining the agency's capability.
- Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.
- Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or

submission of the bid not substantially responsive to this document in every respect will be at the Agency's risk and may result in rejection of the bid.

#### 32. TECHNICAL ELIGIBILITY AND EVALUATION CRITERIA

Part 1:- 70 Marks

S/N	Main Parameter	Criteria	Marks				
1.	Experience of Agency (30 mark	(s)					
	Projects undertaken by the agency for the Design /	> 20 Nos	10				
	Construction of Green Buildings or Roofing Truss and	10 – 25 Nos	7				
	Pavilion for Stadiums	< 10 Nos	5				
2.	Staff profile and in-house facilities (2	5 marks)					
	D	Excellent	20				
	Details of personnel assigned for ANERT project – Experience and Previous works done	Very Good	10				
	Experience and Frevious works done	Good	5				
	Details of Software licenses and hardware facility	Excellent	5				
	available	Good	3				
3.	Client Base (5 marks)						
		> 5 Cr	15				
	Cost of Individual Project done	3 to 5 Cr	10				
		1 to 2 Cr	5				

### Part 2: 30 Marks

	Presentation	Evaluation based on the case study or presentation on major works done by the agency
1	Review cum Presentation on Strategy / Plans	Maximum Marks 30

Marks will be given for each section based on the criteria decided by the committee formulated for the purpose:

### Total Score for presentation Bid will be calculated as per the table provided above

### **Additional Information:**

• ANERT shall evaluate and shortlist the proposals on the basis of their responsiveness to the Terms of Reference and technical evaluation criteria.

- All proposals will be evaluated on a score of 100. Technical evaluation, will carry 70% weightage and presentation will carry 30% weightage.
- The agency has to score a minimum of 70/100 as an overall score summation part 1 and part 2.
- The agencies which score more than 20 out of 30 or the Top 5 agencies (whichever is more) based on the Part 1 of Technical Evaluation will be invited for a presentation (Part 2) before the Selection Committee.
- The communication regarding the date for the presentation shall be informed at least 2 days only with the agencies who qualify Technical Evaluation (Part 1).

#### 33. AWARD OF WORK

- i. The bidder achieving the highest Combined Technical and Financial score will be considered the successful bidder and works shall be awarded to them.
- ii. The selected agency must submit a Performance Bank Guarantee (PBG) of Rs. 50,000/- initially for a period of 1 year from any Nationalized Bank including the Public Sector Bank or Private Sector Bank authorized by RBI or Commercial Bank (operating in India having branch at Thiruvananthapuram). The Performance Security shall be payable to ANERT as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. Performance Security will be discharged by ANERT and returned to the Bidder on completion of the bidder's performance obligations under the contract. No interest shall be payable on the PBG amount. ANERT may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

### FORMAT FOR COVERING LETTER

(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)

Sir,

I/We hereby e-tender to supply, under annexed terms and conditions of contract, the whole of the articles referred to and described in the attached specification and quantity decided by the Agency for Non-conventional Energy and Rural Technology (ANERT), at the rates quoted against each item.

Yours faithfully,

Place: Signature

Date:

Designation

(Office Seal)

# ANNEXURE I - A – SUMMARY OF BID QUALIFICATION REQUIREMENTS

(To be filled in by the bidder)

SN	Parameters	Particulars/Description
1	Name of bidding Agency	
	(Name, Mobile No and e-mail of bidding Agency's official for sending important communication pertaining to this bidding process)	
2	Address of Head office	
3	Date of Establishment, Company Website URL, PAN & GST No's	
4	Years of Agency experience in below the line field	
5	Any Awards or client appreciation letters	
6	Financials of the Agency/firm for the last 3 years (Mention amount in Laks ₹)	PROFORMA A1
7	Complete list of Agency's works (as on 31.03.2024)	PROFORMA A2
8	Major production project handled, if any for single products/services/brand involving spend during last two financial years	PROFORMA A3

Documentary evidence for the bid qualification requirements are submitted along with this document and the details furnished above are true and correct.

Signature of authorised signatory

Name & Designation

Date: (office seal)

## ANNEXURE I - B - AGREEMENT

ARTICLES OF AGREEMENT executed on this the day of
Two thousand andbetween the <b>Agency for</b>
Non-conventional Energy and Rural Technology (hereinafter referred to as ANERT) of
the one part and Sri (Name and
Address of the tenderer) hereinafter referred to as "the Bounden") of the other part.
WHEREAS in response to the Notification No
$Selection \ (\textit{RfS}) \ of \ Architects \ / \ Architectural \ firms \ / \ Consultants \ for \ the \ Design \ of \ Truss$
works as part of Solar Power Plant installation at Central Stadium,
Thiruvananthapuram, Kerala specified therein subject to the terms and conditions
contained in the said e-tender.
AND WHEREAS the bounden has furnished to ANERT a sum of Rs
In case the e-tender submitted by the bounden is accepted by ANERT and the contract for
awarded to the bounden, the bounden shall within <u>Fifteen</u> days of acceptance of this etender, execute an agreement with ANERT incorporating all the terms and conditions under which ANERT accepts this e-tender.
In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, ANERT shall have power and authority to recover from the bounden any loss or damage caused to ANERT by such breach as may be

determined by ANERT by appropriating the r	noneys inclusive of Earnest Money deposited
by the bounden and if the Earnest Money is fo	ound to be inadequate the deficit amount may
be recovered from the bounden and his prope	erties movable and immovable in the manner
hereinafter contained.	
All sums found due to ANERT under or by v	rirtue of this agreement shall be recoverable
from the bounden and his properties movabl	e and immovable under the provisions of the
Revenue Recovery Act for the time being in f	orce as though such sums are arrears of land
revenue and in such other manner as ANERT	' may deem fit.
In witness whereof Sri	(Name and Designation) for
and on behalf of the Agency for Non-conv	entional Energy and Rural Technology and
Sri	the bounden have hereunto set their
hands the day and year shown against their	respective signature.
Signed by Sri	Signed by Sri
(Date)	(Date)
in the presence of witnesses	in the presence of witnesses
1.	1.

2.

2.

## ANNEXURE I - C - DECLARATION BY THE BIDDER

Reque Desig	der Notification No:
То	vananonaparam, norata
10	The CEO ANERT
We, th	e undersigned, declare that:
1.	We have examined and have no reservations to the Bidding Document, including
	Addenda No.: (if any)
2.	We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule
3.	Our Bid shall be valid for a period of 3 months from the date fixed as deadline for
	the submission of tenders in accordance with the Bidding Document, and it shall
	remain binding upon us and may be accepted at any time before the expiration of
	that period;
4.	If our Bid is accepted, we commit to submit a Security Deposit in the amount of 5
	percentage of the Contract Price for the due performance of the Contract;
5.	We are not participating, as Bidders, in more than one Bid in this bidding process;
6.	Our firm, its affiliates or subsidiaries, including any subagencys or suppliers for
	any part of the Contract, has not been declared ineligible by the ANERT or
	Government of Kerala;
7.	We understand that this Bid, together with your written acceptance thereof
	included in your notification of award, shall constitute a binding contract between
	us, until a formal Contract is prepared and executed.
8.	
	Signature
	Date Name

# ANNEXURE I - D - DECLARATION OF RELATIONSHIP WITH ANERT EMPLOYEE

(to be signed and submitted by the bidder along with the bid)

Tender Notification No.:				
Request for Selection (RfS) of Architects / Architectural firms / Consultants for the Design of Truss works as part of Solar Power Plant installation at Central Stadium, Thiruvananthapuram, Kerala				
To The CEO ANERT				
Name of the ANERT employee with Designation:				
Name of the bidder related to the employee:				
This is to put on record that Shri/Smt				
currently working as in ANERT is related				
to, who is the bidder in the bid. We are aware of				
the Anti-corruption policy of ANERT and will observe the highest standards during the				
procurement and the execution of contract and shall retain from corrupt, fraudulent,				
collusive or coercive practices on competing for the contract.				
Signature				
Name				
Date				

## PROFORMA A1

(to be signed and submitted by the bidder on letter head along with the bid)

### **TOTAL LIST OF WORKS**

	Name of the Project	the owner. Also indicate whether Govt. or private	Total final value of work (Rs)	Completion period		Nature of service Rendered		Any import- ant	Whether
S/N	mentioning all features, scope of services and location			Total duration of work	Date of actual completion	Only Architectural Service (*)	Both Architectural & PMC Services	feature of the work worth mentioning reference	documentary evidence enclosed in support of experience

Signature of Authorized person:			
Signed at	_ dated	by	
Designation	for		_Agency
Seal of Agency			

### Proforma A2

(to be signed and submitted by the bidder on letter head along with the bid)

List of Technical personnel employed under applicant's firm, giving details about their technical qualifications & experience in the Applicant's establishment.

S.N.	Name	Age	Qualifications	Experience	Nature of works handled	No. of years in the Organization	Indicate special experience and achievement, if any
Mai	n Office						
1							
2							
Office i	Office in the State of Kerala						
1							
2							
Office i	n the State of Kerala						

Signature of Authorized person:

Signed at	dated	by	
Designation	for		Agency
Seal of Agency			

Page **41** of **42** 

### Proforma A3

## [ON THE LETTER HEAD OF AUDITORS / CHARTERED ACCOUNTANTS]

### TURNOVER CERTIFICATE

### **TO WHOM SO EVER IT MAY CONCERN**

This is to cert	ify that M/s.				having its		
Registered Office had achieved the							
following level of Turnover/Net profits/ Net worth in respect for the financial years							
mentioned hereunder:							
(Rs. In LAKS)							
PARTICULARS	2018-19	2019-20	2020-21	2021-22	2022-23		
Turn over							
NET PROFIT							
NET-WORTH							
The Figures Certified for The Stated Financial Years Are Based On The Books Of							
Account, Audited Balance Sheet Of The Company And The Records Produced Before Us.							
SIGNATURES OF AUDITORS / CHARTED ACCOUNTANTS							
Name:							
SEAL							
PLACE: DATE:							
PIII LI							