

ANNEXURE - A

QUALIFYING CRITERIA

Qualifying Criteria for participating in the Tender for **Engagement of agency for Reviewing of Engineering Documents and final concurrence Services, comments, and endorsement of documents related to NTPC Sipat of “26 MW Floating Solar PV Project at reservoir 1-B, NTPC, Sipat, Chhattisgarh”.**

- k. Constitution and legal status along with attested copies of Deeds / Articles and Memorandum of Association etc. as applicable.
- l. Name(s) of the Owner / Partners / Promoters and Directors of the Firm / Company.
- m. Power of Attorney in favour of the person who has signed the bid on Non Judicial Stamp paper of Appropriate value
- n. Details of supervisory personnel in their Co's Roll.
- o. Information on litigation history, liquidated damages, disqualification etc.
- p. Details of work in hand and current commitment.
- q. No Deviation Certificate in Bidder's Letter Head

3.0 The Bids are to be submitted in Two Bid system (i.e. Techno-Commercial Bid with Tender Fee & EMD and Price Bid) and bidders should submit the relevant documents in seriatim as per the above criteria along with their Techno-Commercial Bid.

Sub-letting of the job, if awarded, shall not be permitted.

Note for Clause I (a) above :

- i) If the qualifying work is completed in the Seven (7) year period specified above, even if it has been started earlier, the same will also be considered as meeting the qualifying requirements.
- ii) The word “executed” means the bidder should have achieved the criteria specified in the above period even if the total contract is not closed i.e. under execution and provided the works is not terminated by the client.

Bidder is liable to be disqualified, even though they meet the qualifying criteria, if they.

- Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and / or
- Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.
- If the tenderer deliberately gives wrong information / submit fake, false, fabricated, forged documents in his tender, BANDR reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money / Security Deposit / any other money due.

Bidders shall, on request, provide any necessary authority and assistance to enable relevant enquiries to be carried out.

After submission of their Offer, Bidder must notify BANDR promptly, if there is any:

- Substantial change in their financial or technical capacity.
- Change in their business (such as Company name, address)
- Change of ownership or holding, including any transfer of key personnel.
- Any other significant change in information provided in the Offer.
- The Bidder must provide any further details required for the review upon request from BANDR. Failure to comply with any request by BANDR for such information will result in rejection of their Offer.

BANDR may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.

BANDR will not be liable for any loss or damages incurred by the Bidder/ Bidders in the above exercise.

Purchaser (BANDR) reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the Purchaser (BANDR)

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INSTRUCTIONS TO BIDDERS

1. **SINGLE PERCENTAGE RATE Bids are invited by BANDR in two stage four cover system from resourceful & capable tenderers fulfilling the Qualifying Criteria furnished in Annexure-A of the NIT by Bridge and Roof Co. (I) Ltd. (BANDR) on behalf of the work: Engagement of agency for Reviewing of Engineering Documents and final concurrence Services, comments, and endorsement of documents related to NTPC Sipat of "26 MW Floating Solar PV Project at reservoir 1-B, NTPC, Sipat, Chhattisgarh".**

[Technical (Cover- I, II & III) and Financial (Cover-IV)] before the prescribed date & time in NIT using the valid authorized Signatures only.

- 1.2 ~~E-tendering mode of Bid submission will be followed wholly for this Bid. Wherever manual mode of Bid submission is stipulated in this Bid Document, the e-tendering mode shall supersede all such stipulations. Submission of E-tender by a tenderer implies that he has read this notice and all other Tender Documents and has made himself satisfied after visiting the work site, aware of the scope and the specifications, Drawings of the work to be done and of conditions of contract and local conditions and other factors having bearings on the execution of the work.~~

Procedure for Submission of Bid:

Tender Fees: ₹ 500.00 + 18% GST = ₹ 590.00 (Rupees Five Hundred and Ninety Only) In the form of DD Pay Order/Banker's Cheque drawn on any Nationalized / Scheduled bank in favor of "Bridge and Roof Co. (India)Ltd." payable at Kolkata to be submitted along with Tender Documents. **No A/c. Payee Cheque shall be considered.** The Bidders shall also make online payment towards cost of Tender document in Authority's designated bank account and also upload online payment receipt of the same.

Details of designated bank account are mentioned below.

- i) NAME OF THE BENEFICIARY: **BRIDGE AND ROOF CO. (INDIA) LTD.**
- ii) NAME OF THE BANK: **STATE BANK OF INDIA.**
- iii) ACCOUNT NO.: **41923670347.**
- iv) IFSC CODE: **SBIN0007502.**

As per F. NO. 190/MECH/Corres/Various Org/ Stake holder/ 2021-22 dtd.18.04.22 of MSME Development Institute, Govt. Of India, Ministry of MSME clarifies that as per pp policy 2012, works contract are not covered under pp policy for MSME bidders.

NO EXEMPTION FOR SUBMISSION OF TENDER FEE SHALL BE APPLICABLE FOR DGS&D/MSME/NSIC/SSIC BIDDERS. THEREFORE, DGS&D/MSME/NSIC/SSIC REGISTERED BIDDERS HAVE TO SUBMIT TENDER FEE AS SPECIFIED IN THE NIT DOCUMENT ALONGWITH THEIR OFFER.

However, MSE Registered Party are exempted for submission of Tender Fees as per rules of Government. Bidder has to submit the Notarized copy of the valid Registration Certificate & Affidavit-cum-Declaration as per given format in support of this exemption along with NIT offer.

The Earnest Money Deposit (EMD): ₹ 10,000.00 (Rupees Ten Thousand Only) payable by Demand Draft/Pay Order/Banker's Cheque drawn on any nationalized / scheduled bank, in favour of Bridge and Roof Co. (I) Ltd payable at Kolkata. **No A/c. Payee Cheque shall be considered.** EMD may also be submitted in the form of Bank Guarantee (BG) in prescribed format valid for **Six (6) months** pledged in favour of Bridge and Roof Co. (India) Limited along with the offer. As per F.No.190/Mech/Corres/ Various org/Stakeholder/2021-22 dated 18/19.04.2022 of MSME Development Institute, Govt of India, Ministry of MSME clarifies that as per PP Policy 2012, works contract are not covered under PP Policy.

NO EXEMPTION FOR SUBMISSION OF EMD SHALL BE APPLICABLE FOR DGS&D/MSME/NSIC/SSIC BIDDERS. THEREFORE, DGS&D/MSME/NSIC/SSIC REGISTERED BIDDERS HAVE TO SUBMIT TENDER FEE AS SPECIFIED IN THE NIT DOCUMENT ALONGWITH THEIR OFFER.

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However, MSE Registered Party are exempted for submission of Tender Fees as per rules of Government. Bidder has to submit the Notarized copy of the valid Registration Certificate & Affidavit-cum-Declaration as per given format in support of this exemption along with NIT offer.

In case of non-submission of tender Fee, EMD in prescribed form and other documents (Hard-copy) specified in Annexure-C of NIT / Tender Document, the offer will be summarily rejected.

Tender fee is absolutely non-refundable. However, EMD of unsuccessful bidders will release after closing of tender evaluation process.

EMD amount in the form of BG / Term Deposit submitted by Successful Bidder(s) shall be retained till submission of valid BG along with BG confirmation from Bank / Term Deposit towards Performance Guarantee and the same shall be released thereafter. EMD amount in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque submitted by Successful Bidder(s) will be treated as a part of Security Deposit / Retention Money

The successful Bidder shall accept the LOI within 03 (three) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may liable to be cancelled.

Under no circumstances the Tenderers should incorporate any changes/ modifications etc., in the Tender Document itself to avoid rejection of their Tenders.

If any tenderer withdraws or makes any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the offer may be liable to be cancelled and the amount submitted by the bidder against EMD will be forfeited.

Bid shall be submitted **in two stage four cover system**:

Stage-I : Containing one Copy each of following documents:

Cover – I Bidder should submit the **Tender Fee, EMD, Letter of Submission (in Company's letter head); Detail of information to be furnished by the bidder and Power of Attorney in favour of the person who has signed the bid on stamp paper of Appropriate value, as prescribed), Affidavit cum Declaration Format (Annexure-V on Rs. 100 NJ Stamp Paper)** in Technical Cover as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within specified date and time for the tender. Scanned copy of the document should be uploaded as part of the offer. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

Cover – II i) **No Deviation Certificate in Bidder's Letter Head to be furnished by the bidder as per Appendix-IV**

ii) Documents pertaining to Qualifying Criteria furnished in Annexure –A of the NIT.

Cover – III i) **Signed & Stamped NIT, ITB, GCC, SCC, Techno-Commercial Clarifications on Major Points, Unpriced SOQR** with the word **"Quoted"** written against each Item, drawing i.e. complete NIT documents as a token of acceptance along with all other submittals as prescribed in the Bidding document.

Stage– II:

Financial
(Cover - IV) The Financial Bid format is provided in a **spread sheet file like BOQ & RATES**, the rates offered should be entered on single percentage basis (to be applicable on all items) on the "Quote Sheet" provided for this reason. The Financial Bid / BOQ template must not be modified /

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replaced by the bidder; else the bid submitted is liable to be rejected for this tender. The bidder should complete entry of the price bid then click on the 'validate' button to perform preliminary check of entry. The excel sheet should be saved after completing the entry.

Tenderers should quote as "**above / below / at par**" in percentage basis as per the Price Bid format on the "Quote Sheet" in the allotted space only.

While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

Telegraphic or Fax or Email offers shall not be accepted under any circumstances.

Under such eventuality the following shall be affected unconditionally:

- a) Completion Time shall be suitably reduced.
- b) The quoted prices / rates for each item shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason

Tender Validity

Tender submitted by tenderer shall remain valid for acceptance for a period **of 90** days from the date set for submission of the tender. The tenderer shall not be entitled within the said period of **90** days to revoke or cancel or vary the tender given or any item thereof, without the consent of BANDR. In case tenderer revokes or cancels or varies his tender in any manner without the consent of BANDR, within this period, his earnest money will be forfeited.

Price Bids of those Bidders who will be Techno- commercially qualified for the subject job on the basis of evaluation of techno commercial bids, will be opened on specified date. The date & time to open the Financial bid (Cover-IV) shall be intimated to the qualified bidders only through CPP Portal.

The complete signed and stamped Tender Document and all other required documents pertaining to this tender shall be uploaded by the Tenderers as a token of Tenderer's acceptance.

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EVALUATION OF BIDS

Technical Bids submitted by the tenderer will be opened first and evaluated based on documentary evidences submitted along with the offer.

AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

LANGUAGE

The tenderer shall quote the rates in English language.

The successful Tenderer shall accept the LOI within **3(Three) days** from receipt of the same, failing which the award of work may be liable to be cancelled.

Tenderers are advised to **inspect and examine the site** and its surroundings and satisfy themselves before submitting their tenders about the nature of the work and site situation, environments, facilities available, position of material and labour, means of transport and access to Site (so far as is practicable), the form and nature of the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read these instructions and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work

REJECTION OF TENDER AND OTHER CONDITIONS

The competent authority on behalf of the BANDR does not bind itself to **accept the lowest** or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. Tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be liable for rejection.

Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BANDR, or tenderer under suspension (hold / banning / delisted) by BANDR. BANDR reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BANDR will be final in this regard.

Bidder automatically be kept under **Black Listing/Holiday List** from being eligible for bidding in any contract with Bridge And Roof Co.(I) Ltd during the period of bid validity of 2 years from the date of occurrence, if they are in breach of their obligation(s) under the bid conditions because they:

Have withdrawn our Bid during the period of bid validity specified in the letter of Bid, or

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Having being notified of the acceptance of our Bid by BANDR during the period of Bid validity, (i) have failed or refused to execute the Contract, if required, or
(ii) have failed or refused to furnish the Performance Guarantee within prescribed period in accordance with the clause of Tender

If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, B AND R may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, B AND R may then cancel such tender at their discretion, unless the firm retains its character.

If the tenderer deliberately gives wrong information in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money / Security Deposit / any other money due.

Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in B AND R, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, B AND R may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of B AND R. The tenderer is solely responsible to B AND R for the work awarded to him.

The Tender submitted by a techno commercially qualified tenderer shall become the property of B AND R who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders

Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

B AND R shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

The Bidder must provide any further details required for the review upon request from B AND R. Failure to comply with any request by B AND R for such information will result in rejection of their Offer.

B AND R may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.

" Fraud Prevention Policy of Bridge And Roof Co. (I) Ltd (hereinafter referred to as B AND R):

Everyone may take a note that a "Fraud Prevention Policy" is being followed at B AND R, which provides a system for prevention/ detection/ reporting of any fraud. It also forbids everyone from involvement in any fraudulent activity and that where any fraudulent activity is suspected by any one, the matter must be reported to the NODAL OFFICER, as per details below as soon as he /she comes to know of any fraud or suspected fraud or notice any other fraudulent activity. Anonymous/Pseudonymous complaints received, if

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not supported by the relevant evidence, may not be acted upon. Utmost confidentiality shall be maintained regarding identity of the complainant. All reports of fraud or suspected fraud shall be handled and shall be co-ordinated by the Nodal Officer. A copy of the 'Fraud Prevention Policy' is available on the official web-site of B AND R. The e-mail ID of the Nodal Officer: nodalofficerfpp@bridgeroof.co.in and postal address is Nodal Officer under Fraud Prevention Policy,
Bridge And Roof Co. (India) Limited,
Kankaria Centre, 4th & 5th Floor,
2/1, Russel Street, Kolkata-700 071

Tender / Documents to be submitted to
SBU HEAD ELECTRICAL,
BRIDGE AND ROOF CO.(INDIA) LTD,
C/O NTPC LIMITED,
SIPAT, CHATTISHGARH- 495 555

INTEGRITY PACT :

The Bidder / Contractor is required to enter into an Integrity Pact with the Employer, in the Format at **Annexure - V**. The Integrity Pact enclosed as **Annexure-V** will be signed by BANDR for and on behalf of Employer as its Agent / Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

For monitoring of the Integrity Pact, B AND R has appointed the following eminent personality as Independent External Monitor(s) (IEM) :

Shri Divya Prakash Sinha,
IPS (Retd.),
83, Lodi Estate, New Delhi-110003.
Email: dpsinha.ips@gmail.com

Mrs. Vijaya Kanth,
IRAS (Retd.),
Sterling Manor Flat-F, No.3, Sterling Road, Nungambakkam, Chennai-600034.
Email: vkanthmrl2003@yahoo.com

Bridge And Roof Co. (India) Ltd.
 (A Government of India Enterprise.)
 2/1, Russel Street, Kolkata - 700071.

ANNEXURE – D

BIDDER/TENDERER MUST FILL UP THE FOLLOWING INFORMATION AND SUBMIT WITH THE TENDER.

1)	Name of the Bidder/Tenderer	:	
2)	Address of the Bidder/Tenderer	:	
3)	Bidder/Tenderer Telephone/Fax	:	
	Email	:	
4)	Contact Person of Bidder / Tenderer	:	
	Mobile No.	:	
5)	Business Details	:	
5.1	Permanent Account No.	:	
5.2	GST Number	:	
5.3	DGS & D/SSI/NSIC/MSME Registered Party(copy to be enclosed duly notarized)	:	
	(a) Registration No. & Dated	:	
	(b) Registration under Service/Manufacturer	:	
	(c) Validity	:	
	(d) Category	:	
	(e) Owner Under Category (General/SC/ ST/ Owned by Women)	:	
5.4	Provident Fund Regn. No. of the Firm	:	
5.5	ESI Registration No. of the Firm	:	
6.	Name of Bank Signatory	:	

ANNEXURE-I

GENERAL CONDITIONS OF CONTRACT

Definition of Terms:

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise.

- a) **COMPANY** : Bridge And Roof Co. (India) Ltd. having its Registered Office at Kankaria Centre, 5th Floor, 2/1, Russel Street, Kolkata -700071.
- b) **OWNER** : M/s Satluj Jal Vidyut Nigam Green Energy Ltd. (M/s. NTPC)
- c) **CONSULTANT** : NA
- d) **BIDDER/TENDERER** : **The firm/party who shall tender quotation to the Company.**
- e) **CONTRACTOR** : The Bidder whose quoted offer will be accepted, either in full or in part, by the Company.
- f) **WORK(s)** : Jobs that are to be executed by the Contractor as awarded to him by the Company.
- g) **WORK ORDER/CONTRACT** : The formal letter/notification issued to the Contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the Contractor.
- h) **SITE/WORK SITE** : The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc. erected thereupon.
- i) **ENGINEER-IN-CHARGE** : The Officer/Engineer nominated and authorized by the Company for the time being for the purpose of operating the Contract or any work covered there under.
- j) **ACCEPTING AUTHORITY** : The Chairman And Managing Director of the company

1 SCOPE OF WORK :

The work to be carried out under this contract shall, except as otherwise provided anywhere in the condition, include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

2 SCHEDULE OF RATES & QUANTITIES :

The quantum of work given in the Schedule of Rates & Quantities are only indicative and are subject to variation either individually or conjointly for which no revision in contractor's quoted rate shall be admissible i.e. quoted rates/prices shall remain valid irrespective of actual quantities to be executed.

3 INSPECTION OF SITES :

The Bidder shall visit and inspect the site and its surroundings and shall satisfy himself before submitting his quotation as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site and nature of work and materials necessary for the execution of the work, and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his quotation. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4 SUFFICIENCY OF QUOTATION

The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his quotation for the works and of the rates and prices quoted in the Schedule of Quantities which rates and prices shall, except as otherwise provided, cover all his obligations and liabilities under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.