

**ICB No: GVSCCL/Projects/02 (SCHOOLS)/ 28 /2016-17**

**Project: Modernizing GVMC Schools as Smart Campus**

**Request for Proposal (RFP) for Procurement of Implementing Agency for Modernizing Greater Visakhapatnam Municipal Corporation (GVMC) Schools (First Phase-03 Schools) as Smart Campus in Visakhapatnam**

**Lot-1: Modernizing KDPM High School in ward number 17 of Greater Visakhapatnam**

**Lot-2: Modernizing MVD Primary and High School in ward Number 20 of Greater Visakhapatnam**

**Lot 3: Modernizing GVMC Primary School in ward number 18 of Greater Visakhapatnam**

**Employer: Greater Visakhapatnam Smart City Corporation Limited (GVSCCL)**

**City: Visakhapatnam**

**State: Andhra Pradesh**

**Country: India**

**Issued on: 29 Dec 2016**







**GREATER VISAKHAPATNAM SMART CITY CORPORATION LIMITED,  
VISAKHAPATNAM (GVSCCL)**

**Ref: GVSCCL/Projects/02(SCHOOLS)/28/2016-17, dt: 29-12-2016**

**REQUEST FOR PROPOSAL (RFP)**

GVSCCL desires to invite Request for Proposal (RFP) for selection of "Procurement of Implementing Agency for Modernizing Greater Visakhapatnam Municipal Corporation (GVMC) Schools (first phase- 3 schools) " as smart campus in Visakhapatnam under Smart City Mission. The detailed RFP including EMD,TOR, Eligibility criteria etc., can be downloaded from website of [www.apecurement.gov.in](http://www.apecurement.gov.in) and available at [www.gvmc.gov.in](http://www.gvmc.gov.in) from 30<sup>th</sup> Dec' 2016 onwards. **The last date for online submission of bids is 7<sup>th</sup> Feb' 2017 up to 5.00 Pm.**

**For more details contact:**

Greater Visakhapatnam Smart City Corporation Ltd.  
E-mail: Vishal.Kundra@aecom.com  
Cc: [visakhapatnamsmartcity@gmail.com](mailto:visakhapatnamsmartcity@gmail.com),  
[commissioner\\_gvmc@yahoo.co.in](mailto:commissioner_gvmc@yahoo.co.in)  
Tel No./Fax 0891-2746300  
Mobile No. 09717716600, 07729995934

**Sd/-  
Managing Director & CEO,  
GVSCCL**



# Bidding Document

## Table of Contents

<b>DISCLAIMER.....</b>	<b>1</b>
<b>PART 1 – Bidding Procedures.....</b>	<b>5</b>
Section I - Instructions to Bidders	9
Section II - Bid Data Sheet (BDS)	33
Section III - Evaluation and Qualification Criteria	45
Section IV - Bidding Forms	51
Section V - Eligible Countries	69
<b>PART 2 – Works Requirements .....</b>	<b>1</b>
Section VII - Works Requirements	3
<b>PART 3 – Conditions of Contract and Contract Forms .....</b>	<b>1</b>
Section VIII. General Conditions of Contract	3
Section IX. Particular Conditions of Contract	29
Section X - Contract Forms	35



# DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested entities with information that may be useful to them in preparing their bids (the “Bid”) including all the necessary submissions and the financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.



The issue of this RFP does not imply that the Employer is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Key Dates

S. No.	Activity	Deadline
1	Release of RFP	29/12/ 2016
2	Last date of receipt of queries on RFP by electronic submission	13/01/2017, 3 PM
3	Site Visit & Pre-bid Meeting date	17/01/2017, 10 AM
4	Posting of response to queries	24/01/2017
5	Last date for submission of Bids Online Hardcopy	7/02/2017 5 PM 8/02/2017, 4PM
6	Date of opening of technical bids	8/02/2017, 5 PM
7	Date of Presentation	13/02/2017, 10 am
8	Date of opening of Financial Bid	13/02/2017 4 pm



# **PART 1 – Bidding Procedures**





## Section I - Instructions to Bidders

### Table of Clauses

<b>A.</b>	<b>General.....</b>	<b>11</b>
1.	Scope of Bid	11
2.	Source of Funds	11
3.	Corrupt and Fraudulent Practices	11
4.	Eligible Bidders	11
5.	Eligible Materials, Equipment and Services	14
<b>B.</b>	<b>Contents of Bidding Document.....</b>	<b>14</b>
6.	Sections of Bidding Document	14
7.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	15
8.	Amendment of Bidding Document	16
<b>C.</b>	<b>Preparation of Bids.....</b>	<b>16</b>
9.	Cost of Bidding	16
10.	Language of Bid	17
11.	Documents Comprising the Bid	17
12.	Letter of Bid and Schedules	17
13.	Alternative Bids	18
14.	Bid Prices and Discounts	18
15.	Currencies of Bid and Payment	19
16.	Documents Comprising the Technical Proposal	19
17.	Documents Establishing the Qualifications of the Bidder	19
18.	Period of Validity of Bids	20
19.	Bid Security	20
20.	Format and Signing of Bid	22
<b>D.</b>	<b>Submission and Opening of Bids.....</b>	<b>22</b>
21.	Sealing and Marking of Bids	22
22.	Deadline for Submission of Bids	23
23.	Late Bids	23
24.	Withdrawal, Substitution, and Modification of Bids	24
25.	Bid Opening	24
<b>E.</b>	<b>Evaluation and Comparison of Bids .....</b>	<b>25</b>
26.	Confidentiality	25

27.	Clarification of Bids	26
28.	Deviations, Reservations, and Omissions	26
29.	Determination of Responsiveness	26
30.	Nonconformities, Errors, and Omissions	27
31.	Correction of Arithmetical Errors	27
32.	Conversion to Single Currency	28
33.	Margin of Preference	28
34.	SubImplementing Agencies	28
35.	Evaluation of Bids	28
36.	Comparison of Bids	30
37.	Qualification of the Bidder	30
38.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	31
<b>F.</b>	<b>Award of Contract .....</b>	<b>31</b>
39.	Award Criteria	31
40.	Notification of Award	31
41.	Signing of Contract	32
42.	Performance Security	32
43.	Adjudicator	32



## Section I - Instructions to Bidders

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids, the Employer, as <b>specified in the BDS</b>, issues this Request for proposal (the “<b>RFP</b>”) (Bidding Documents) for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are <b>specified in the BDS</b>.</p>
	<p>1.2 Throughout this Bidding Document:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) “day” means calendar day.</p>
<b>2. Source of Funds</b>	<p>2.1 Employer has received financing (hereinafter called “funds”) from the Government of India (GoI) and Government of Andhra Pradesh (GoAP) toward the project named in the BDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.</p>
<b>3. Corrupt and Fraudulent Practices</b>	<p>3.1 The Employer requires compliance to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-Contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Employer to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer.</p>
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or consortium, all</p>

members shall be jointly and severally liable for the execution and implementation of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub Implementing Agency in more than one bid; or
- (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- (i) has a close business or family relationship with a professional

	<p>staff of the Employer (or of the Project Management Consultant of the Employer) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.</p>
	<p>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Implementing Agencies or sub-consultants for any part of the Contract including related Services.</p>
	<p>4.4 A Bidder that has been sanctioned by Employer in accordance with the above ITB 3.1, including in accordance with the Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption shall be ineligible to be prequalified for, bid for, or benefit from a Employer's contract, financially or otherwise and as <b>specified in the BDS.</b></p>
	<p>4.5 Bidders that are Government-owned enterprises or institutions in the India may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Employer's satisfaction, through all relevant documents, including its Charter and other information the Employer may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government (GoI or State Govt.(s), can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government (GoI or State Govt.) which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or</p>

	control over the enterprise or institution.
	4.6 A Bidder shall not be under suspension/debar/blacklisting from bidding by GoI or State Govt.(s) or the Employer or Multilateral Funding Agencies as the result of the operation of a Bid–Securing Declaration.
	4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Employer’s country prohibits commercial relations with that country, provided that the Employer is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or the Employer’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
<b>5. Eligible Materials, Equipment and Services</b>	5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
<b>B. Contents of Bidding Document</b>	
<b>6. Sections of Bidding Document</b>	6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda or corrigenda issued in accordance with ITB 8.  <b>PART 1 Bidding Procedures</b> Section I - Instructions to Bidders (ITB) Section II - Bid Data Sheet (BDS) Section III - Evaluation and Qualification Criteria Section IV - Bidding Forms Section V - Eligible Countries Section VI –Corrupt and Fraudulent Practices  <b>PART 2 Works Requirements</b> Section VII - Works Requirements  <b>PART 3 Conditions of Contract and Contract Forms</b> Section VIII - General Conditions of Contract (GCC)

	Section IX - Particular Conditions of Contract (PCC) Section X - Contract Forms
	6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
	6.3 Unless obtained directly from the Employer web portal, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer's website shall prevail.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
	6.5 The RFP can be purchased at the cost <b>specified in the BDS</b>
<b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b>	7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address <b>specified in the BDS</b> or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period <b>specified in the BDS</b> . The Employer upload its response on employer's website, including a description of the inquiry but without identifying its source. <b>If so specified in the BDS</b> , the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction and/or implementation of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose (upon a written request from bidder) of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in

	respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4 <b>If so specified in the BDS</b> , the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than period specified in BDS before the meeting.
	7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
<b>8. Amendment of Bidding Document</b>	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
	8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
	8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or

	outcome of the bidding process.
<b>10. Language of Bid</b>	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern. The translation shall be made by approved/authorized/licensed translator as <b>specified in the BDS</b>
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(i) Letter of Bid in accordance with ITB 12;</li> <li>(ii) Completed Schedules, in accordance with ITB 12 and 14: <b>as specified in the BDS</b>;</li> <li>(iii) Bid Security in accordance with ITB 19.1;</li> <li>(iv) Alternative bids, if permissible, in accordance with ITB 13;</li> <li>(v) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> <li>(vi) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>(vii) Technical Proposal in accordance with ITB 16; and</li> <li>(viii) Any other document <b>required in the BDS</b>.</li> </ul> <p>11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p> <p>11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<b>12. Letter of Bid and Schedules</b>	12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB

	20.2. All blank spaces shall be filled in with the information requested.
<b>13. Alternative Bids</b>	13.1 Unless otherwise <b>specified in the BDS</b> , alternative bids shall not be considered.
	13.2 When alternative times for completion are explicitly invited, a statement to that effect will be <b>included in the BDS</b> , as will the method of evaluating different times for completion.
	13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When <b>specified in the BDS</b> , Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be <b>identified in the BDS</b> and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.
<b>14. Bid Prices and Discounts</b>	14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
	14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.



	14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
	14.5 <b>Unless otherwise provided in the BDS</b> and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
	14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
	14.7 All duties, insurances, taxes, and other levies payable by the Implementing Agency under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total bid price submitted by the Bidder.
<b>15. Currencies of Bid and Payment</b>	15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as <b>specified in the BDS</b> .
<b>16. Documents Comprising the Technical Proposal</b>	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
<b>17. Documents Establishing the Qualifications of the Bidder</b>	17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
	17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all

	information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
<b>18. Period of Validity of Bids</b>	18.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
	18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
	18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows: <ul style="list-style-type: none"> <li>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor <b>specified in the BDS</b>.</li> <li>(b) In the case of adjustable price contracts, no adjustment shall be made.</li> <li>(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<b>19. Bid Security</b>	19.1 The Bidder shall furnish as part of its bid, a bid security <b>as specified in the BDS</b> , in original form in the amount and currency <b>specified in the BDS</b> .
	19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
	19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: <ul style="list-style-type: none"> <li>(a) an unconditional guarantee issued by a bank (scheduled commercial bank) <p style="margin-left: 40px;">from an eligible country on the name of the Employer as <b>specified in the BDS</b>. If the unconditional guarantee is</p> </li> </ul>

	<p>issued by a bank located outside the Employer's Country, the issuing bank shall have a correspondent bank located in the Employer's Country to make it enforceable. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for sixty (60) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p>
	<p>19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non responsive.</p>
	<p>19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 42.</p>
	<p>19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p>
	<p>19.7 The bid security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or</li> <li>(b) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITB 41; or</li> <li>(ii) furnish a performance security in accordance with ITB 42.</li> </ul> </li> </ul>
	<p>19.8 The bid security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.</p>
	<p>19.9 If a bid security is <b>not required in the BDS</b>, and</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or</li> <li>(b) if the successful Bidder fails to: sign the Contract in</li> </ul>

	<p>accordance with ITB 41; or furnish a performance security in accordance with ITB 42;</p> <p>the Employer may, <b>if provided for in the BDS</b>, declare the Bidder ineligible to be awarded a contract for a period of time <b>as stated in the BDS</b>.</p>
<b>20. Format and Signing of Bid</b>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number <b>specified in the BDS</b>, and clearly mark each of them "COPY." In the event of any discrepancy between the online submission, physical submission (original and the copies), the online submission shall prevail.</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and scanned copy of the original and shall be signed (physically or digitally as the case may be) by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as <b>specified in the BDS</b> and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
<b>D. Submission and Opening of Bids</b>	
<b>21. Sealing and Marking of Bids</b>	<p>21.1 The Bidder shall enclose the online submission, original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the online submission and original &amp; the copies shall then be enclosed in one single envelope (Physically and/or digitally as the case may be).</p>

	<p>21.2 The inner and outer envelopes (physically and digitally as the case may be) shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Employer as <b>provided in the BDS</b> pursuant to ITB 22.1;</li> <li>(c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and</li> <li>(d) bear a warning (on physically submission envelop) not to open before the time and date for bid opening.</li> </ul>
	<p>21.3 If all envelopes are not sealed and marked (Physically and digitally) as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>
	<p>21.4 The bidder would be required to register on the e-procurement market place <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> and submit their bids online.</p>
	<p>21.5 It is mandatory for all the participating bidders to pay electronically the Transaction fee to M/s Vupadi Technologies through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa cards issued by any bank and Direct Debit facility / Net Banking of ICICI Bank, HDFC to facilitate the transaction. This is in compliance as per G.O Ms No 13 IT &amp; C Dept, dated 5-7-2006. A service tax of 15 % + Bank Charges for Credit Card Transaction of 1.85% on the transaction Amount payable to Vupadi Technologies Shall be applicable.</p>
<b>22. Deadline for Submission of Bids</b>	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time <b>specified in the BDS</b>. When so <b>specified in the BDS</b>, bidders shall submit the bids physically and electronically (scanned copy of the original). Bidders submitting bids electronically in addition to physically submission shall follow the electronic bid submission procedures specified in 21.4 and 21.5 above.</p>
	<p>22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23. Late Bids</b>	<p>23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any</p>

	bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(a) Prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION,” and</p> <p>(b) Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p>
	24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened (physically submitted) to the Bidders and electronically submitted bids shall not be opened of those bidders.
	24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
<b>25. Bid Opening</b>	<p>25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place <b>specified in the BDS</b>, in the presence of Bidders’ designated representatives who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be <b>as specified in the BDS</b>.</p> <p>25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid</p>

	<p>authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes (physical and electronic) that are opened and read out at bid opening shall be considered further.</p>
	<p>25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid is to be initialed by representatives of the Employer attending bid opening in the manner <b>specified in the BDS</b>. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).</p>
	<p>25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>

### **E. Evaluation and Comparison of Bids**

<b>26. Confidentiality</b>	<p>26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process.</p>
	<p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p>
	<p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do</p>

	so in writing.
<b>27. Clarification of Bids</b>	27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
	27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
<b>28. Deviations, Reservations, and Omissions</b>	28.1 During the evaluation of bids, the following definitions apply: <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>
<b>29. Determination of Responsiveness</b>	29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
	29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of</li> </ul>



	other Bidders presenting substantially responsive bids.
	29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.
	29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>30. Nonconformities, Errors, and Omissions</b>	30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.
	30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).
<b>31. Correction of Arithmetical Errors</b>	31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis: <ul style="list-style-type: none"> <li>(a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the</li> </ul>

	<p>total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
	31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
<b>32. Conversion to Single Currency</b>	32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as <b>specified in the BDS</b> .
<b>33. Margin of Preference</b>	33.1 <b>Unless otherwise specified in the BDS</b> , a margin of preference for domestic bidders shall not apply.
<b>34. Sub ,Implementing Agencys</b>	<p>34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-Implementing Agencys selected in advance by the Employer.</p> <p>34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-Implementing Agency's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-Implementing Agencys.</p> <p>34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as <b>specified in the BDS</b>.</p>
<b>35. Evaluation of Bids</b>	35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	<p>35.2 To evaluate a bid, the Employer shall consider the following:</p> <p>(a) The selection is based on quality cum cost based selection (QCBS) as <b>specified in BDS</b></p> <p>(b) In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight</p>

given to the Financial Proposal;  $T + P = 1$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- (c) The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system **specified in BDS**. Each responsive Proposal will be given a technical score ( $S_t$ ). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score **specified in the BDS**.
- (d) Following the ranking of combined technical and financial Proposals, when selection is based on QCBS, the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given here under.
- (e) Negotiations will be held at the date and address **specified in BDS**. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff and other equipment's/requirements. Failure in satisfying such requirements may result in the Employer's proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.
- (f) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary, but including all works items, where priced competitively;
- (g) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (h) price adjustment due to discounts offered in accordance with ITB 14.4;
- (i) converting the amount resulting from applying (f) to (h) above, if relevant, to a single currency in accordance with ITB 32;
- (j) price adjustment for nonconformities in accordance with ITB 30.3;
- (k) the additional evaluation factors are specified in Section III

	(Evaluation and Qualification Criteria);
	35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.
	35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
<b>36. Comparison of Bids</b>	36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
<b>37. Qualification of the Bidder</b>	37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.
	37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
	37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

<b>38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
<b>F. Award of Contract</b>	
<b>39. Award Criteria</b>	39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been ranked first (H1) evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>40. Notification of Award</b>	<p>40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also publish online the results identifying the bid and lot (contract) numbers and the following information:</p> <ul style="list-style-type: none"> <li>(i) name of each Bidder who submitted a Bid;</li> <li>(ii) name of bidders whose bids were rejected and the reasons for their rejection; and</li> <li>(iii) name of the bidders who qualify for financial bids;</li> <li>(v) name of the winning Bidder, who scored the highest point (combined technical and financial).</li> </ul>
	40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
	40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

<b>41. Signing of Contract</b>	41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
	41.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
<b>42. Performance Security</b>	42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract. The performance security shall be the percentage of the contract amount as <b>specified in the BDS</b> . The performance security shall be furnished in the form of an <b>unconditional guarantee issued by a bank (scheduled commercial bank)</b> from an eligible country on the name of the Employer as <b>specified in the BDS</b> . If the unconditional guarantee is issued by a bank located outside the Employer's Country, the issuing bank shall have a correspondent bank located in the Employer's Country to make it enforceable. The performance security shall be submitted either using the Performance Security Form included in Section X. Contract Forms, or in another substantially similar format approved by the Employer prior to bid submission. The performance security shall be valid for sixty (60) days beyond the validity period of the contract, or beyond any period of extension under the contract, if agreed.
	42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next ranked evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
<b>43. Adjudicator</b>	43.1 The Employer proposes the person <b>named in the BDS</b> to be appointed as Adjudicator under the Contract, at the hourly fee <b>specified in the BDS</b> , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

## Section II - Bid Data Sheet (BDS)

### A. Introduction

<b>ITB 1.1</b>	The Employer is: Greater Visakhapatnam Smart City Corporation Limited (GVSCCL) Visakhapatnam
<b>ITB 1.1</b>	<p>The name of the bidding process is: Procurement of Implementing Agency for Modernizing Greater Visakhapatnam Schools in Visakhapatnam in Area Based Development (ABD) Area</p> <p>The number and identification of lots comprising this bidding process is:</p> <ul style="list-style-type: none"> <li>(i) Lot-1: KDPM High School in ward number -Modernizing KDPM High School in ward number 17 of Greater Visakhapatnam</li> <li>(ii) Lot-2: Modernizing MVD Primary and High School in ward Number 20 of Greater Visakhapatnam</li> <li>(iii) Lot 3: Modernizing GVMC Primary School in ward number 18 of Greater Visakhapatnam</li> </ul>
<b>ITB 2.1</b>	The name of the Project is: Modernizing Greater Visakhapatnam Corporation (GVMC) Schools (First Phase-03 Schools) as Smart Campus in Visakhapatnam.
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b>Three (03)</b>
<b>ITB 4.3</b>	Submission of incorporation or registration certificate of the bidder (all entities in case of JV or proposed sub-Implementing Agencies or sub-consultants) is mandatory
<b>ITB 6.5</b>	The cost of Bid documents is INR 10,000/- (Rupees Ten Thousand Only)

### B. Bidding Documents

<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention: Managing Director, GVSCCL</p> <p>Electronic mail address: <a href="mailto:visakhapatnamsmartcity@gmail.com">visakhapatnamsmartcity@gmail.com</a> with a copy to <a href="mailto:vishal.kundra@aecom.com">vishal.kundra@aecom.com</a></p> <p>Mob: Vishal Kundra: +91-9717716600</p> <p>Mob: Sudhakar V : +91- 7729995934</p> <p>Requests for clarification should be received by the Employer no later</p>
----------------	--

	than: <b>Refer Key dates.</b>
<b>ITB 7.1</b>	Web page: <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <i>shall</i> take place. It will be at the following date, time and place: <b>Refer Key dates</b></p> <p>Place: Office of Managing director, GVSCCL, C/O Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam</p> <p>A site visit conducted by the Employer <i>shall be organized</i> on the written request of the bidder. The bidder shall intimate the Employer for site visit through Electronic mail <a href="mailto:visakhapatnamsmartcity@gmail.com">visakhapatnamsmartcity@gmail.com</a> with a copy to <a href="mailto:vishal.kundra@aecom.com">vishal.kundra@aecom.com</a> at least three (07) days in advance.</p>

### C. Preparation of Bids

<b>ITB 10.1</b>	<p>The language of the bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p> <p>Approved/authorized/licensed translator means certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, Phone number and mail-id.</p>
<b>ITB 11.1 (b)</b>	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> <li>(i) Bid Security</li> <li>(ii) Power of Attorney for signing of the Bid</li> <li>(iii) If JV, JV Agreement or Letter of Intent</li> <li>(iv) Bid–Securing Declaration : not be under suspension from bidding by GoI or State Govt.(s) or the Employer or Multilateral Funding Agencies</li> <li>(v) Unconditional Technical Proposal including all forms</li> <li>(vi) Unconditional Financial Proposal <b><u>(electronically submission only)</u></b></li> </ul> <p><b>Note: If the conditional technical and financial proposal submitted, the bid shall be considered as non-responsive.</b></p>



<b>ITB 13.1</b>	Alternative bids <i>shall not be</i> permitted.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.4</b>	Alternative technical solutions <b>shall not be</b> permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>shall not be subject</i> to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in: <b><i>Indian Rupees (INR).</i></b>
<b>ITB 18.1</b>	The bid validity period shall be: One Hundred Twenty (120) Days from the date of on line submission of Bids on the Employer's web portal.
<b>ITB 18.3 (a)</b>	<p>The bid price shall be adjusted by the following factor(s):</p> <p>The adjusted factor shall be the interest rate as follows:</p> <p style="text-align: center;"><b>for local currency (INR): 6% per annum</b></p> <p>The base date shall be the last date of Bid Validity (120 days from the date of submission of online bids).</p>
<b>ITB 19.1</b>	<p>A Bid Security <i>shall be</i> required.</p> <p>If a Bid Security shall be required, the amount and currency of the bid security shall be: Indian Rupees 5 Lakhs in the form of Bank Guarantee (as per format attached in RFP)</p> <p><b><i>Note: combined Bid Security is required for all lots as per total (Lot1+Lot2+Lot3) amount indicated for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the bidder shall be considered as non-responsive.</i></b></p>
<b>ITB 19.2</b>	Not Applicable
<b>ITB 19.3</b>	The Bid Security shall be drawn in favour of <b>Managing Director Greater Visakhapatnam Smart City Corporation Limited</b> and payable at Visakhapatnam (Andhra Pradesh-India).
<b>19.9</b>	Not Applicable
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b><i>One (01)</i></b>

	<p>The bidder shall submit the bids as follow:</p> <p>Physical Submission : One Original and one photo copy</p> <p>Online submission : Scanned copy of the original</p> <p><b>Note:</b></p> <p><b>(i) If nay discrepancy found between the online submission and the physical submission, the bid submitted online shall prevail and be considered as final.</b></p> <p><b>(j) Both Physical and online bid submission are mandatory, if anyone is not submitted, the bid shall be considered as <u>non-responsive bid</u>.</b></p>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney (PoA) on a Notarized Non Judicial paper of minimum value of Indian Rupees 100/- (Rupees One Hundred).

#### D. Submission and Opening of Bids

<b>ITB 21.1</b>	Financial Bid submission only electronically
<b>ITB 22.1</b>	<p>For <b>bid submission (*physical Submission) purposes</b> only, the Employer's address is: <i>[insert all required and applicable information]</i></p> <p>Attention: The Managing Director</p> <p>Address:</p> <p><i>Office of Managing director, GVSCCL, C/O Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam</i></p> <p><b>For online Submission :</b></p> <p><a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a></p> <p><b>The deadline for bid submission is: As stated in Key Dates</b></p>
<b>ITB 25.1</b>	<p>The bid opening (Electronically and physically) shall take place at:</p> <p><i>Office of Managing director, Greater Visakhapatnam Smart City Corporation Limited (GVSCCL), C/O Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam</i></p>

<b>ITB 25.3</b>	The Letter of Bid shall be initialed by all the representatives of the Employer conducting Bid opening.
-----------------	---

### E. Evaluation and Comparison of Bids

<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b><i>Indian Rupees (INR)</i></b></p> <p>The source of official selling rates is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></p> <p>The date of exchange rates is: <b>Deadline/Last date for submission of proposals (electronically)</b></p>
<b>ITB 33.1</b>	A margin of preference <b><i>shall not</i></b> apply.
<b>ITB 34.2</b>	Not Applicable
<b>ITB 35.2 (a)</b>	<p>(Quality cum Cost based selection (QCBS) is 70 :30 percent</p> <p>Technical score : 70%</p> <p>Financial Score : 30%</p>
<b>ITB 35.2 (c)</b>	<ol style="list-style-type: none"> <li>1. Financial Qualification : <ol style="list-style-type: none"> <li>(a) Annual Turnover : Minimum Annual Turnover (ATo) calculated on total certified payments received for contracts in progress and/or completed during each of the last three (03) financial years (2013-14, 2014-15 and 15-16 ): Five (05) Crores</li> <li>(b) Net worth as on 31<sup>st</sup> March 2016–: Positive</li> </ol> <p style="text-align: center;"><b>(Bid must be accompanied by the Audited Financial Statements of the corresponding years)</b></p> </li> <li>2. Technical Qualification: <ol style="list-style-type: none"> <li>(a) A detailed technical proposal giving methodology and approach, work plan, CVs of proposed personnel etc. to be submitted.</li> <li>(b) For each eligible assignment, bidder(s) should provide <b>copy of work order and any one of the following document(s)</b>: <ol style="list-style-type: none"> <li>i. completion certificate issued by the appropriate authority; or</li> </ol> </li> </ol> </li> </ol>

- ii. any other document which shows the evidence of submission of final report or final deliverable to the appropriate authority; or
- iii. no-dues certificate issued by the appropriate authority; or
- iv. in the case of donor funded engagements, reference of the exercise in the project completion report along with copy of the allotted contract; *or*
- v. for on-going assignment(s)/project(s), the progress should be completed at least 80% (eighty percent). A certificate from the appropriate authority showing the contract value, time extension and price variation if any, financial payments made, should be mentioned on the certificate issued by the appropriate authority.

**Institutions Definition: Government / Private Schools**

**Similar Project' Definition:**

- (i) Equipping Institutions with technology based learning resources (Smart classrooms with multi-media education content.
  - (ii) Physical Infrastructure execution experience in Institutions
3. Summary of Evaluation Criteria:
- A. Similar Project Experience - 64 Points**
- (i) Technology based learning resources : 24 Points  
(future classrooms solution)
  - (ii) Physical Infrastructure execution experience : 40 Points
    - a. Landscape Works: 25 Points
    - b. Building Development Works: 15 Points
- B. Presentation of similar works executed : 12 Points
- C. Resource deployment : 24 Points

Consideration of Projects for marking of points

S No	Type of Project	Max Marks/ Points	Criteria of marking/points
A.	<b>'Similar Projects' Experience (64 Points)</b>		
(i)	<b><i>Technology based learning resources (Smart Classrooms with multi-media education content (24 Points)</i></b> <b>(During Evaluation, the combined experience of the members will be taken into account, In case of consortium)</b>		
a.	Number of institutions where the bidder has supplied, Installed and	6	No. of Institutions Marks Points

		<u>operationalized Integrated Community Computer cum Projector or its equivalent in India</u> (in last 3 5 years) as on 30 <sup>th</sup> Nov, 2016. (In case of consortium, the combined experience of the members will be taken into account)		100 to 200 >200 to 300 >300	2 4 6
	b.	Number of institutions where the bidder has <u>executed IT Education projects</u> (in last three years) as on 30 <sup>th</sup> Nov, 2016. (In case of consortium, the combined experience of the members will be taken into account)	6	No. of Institutions 100 to 200 >200 to 300 >300	Points Marks 2 4 6
	c.	Number of institutions where the bidder has <u>trained teachers in the last three years in Computers/IT in Education in India</u> as on 30 <sup>th</sup> Nov, 2016. (In case of consortium, the combined experience of the members will be taken into account)	6	No. of Institutions 100 to 200 >200 to 300 >300	Points Marks 2 4 6
	d.	Number of Institutions where the bidder has <u>maintained and operated Computer/ IT equipment</u> (for minimum of 1 year) in last three years in India as on 30 <sup>th</sup> Nov, 2016. (In case of consortium, the combined experience of the members will be taken into account).	6	No. of Institutions 100 to 200 >200 to 300 >300	Points Marks 2 4 6
	(ii)	<i>Physical Infrastructure execution experience (40 Points)</i>			
	a.	Should have successfully completed ' <u>Similar Landscape Works</u> ' during last 5 years ending with	25		

		either of the following” or		
	i.	15 ‘Institutions’ each of Min : 2,000 m <sup>2</sup> plot area. Or		Bidder with experience of => 15 institutions: 25 points and Bidders will be allocated marks proportionately. Eg – Bidder with 10 institutions will be awarded 16.67 points (25 x 10/15)
	ii.	10 ‘Institutions’ each of Min : 4,000 m <sup>2</sup> plot area. Or		Bidder with experience of => 10 institutions: 25 points and Bidders will be allocated marks proportionately. Eg – Bidder with 5 institutions will be awarded 12.5 points (25 x 5/10)
	iii.	5 Institutions each of Min : 6,000 m <sup>2</sup> plot area or.		Bidder with experience of => 5 Institutions: 25points and Bidders will be allocated marks proportionately. Eg – Bidder with 3 institutions will be awarded 15 points (25 x 3/5)
	iv.	Any combination of the above		Bidders will be allocated marks proportionately subject to maximum marks not more than 25.
	b.	Should have successfully completed Similar ‘ <u>Building Development Works</u> ’ during last 5 years ending with either of the following”  Definition of Similar <u>Development Works</u> : Including but not limited to refurbishing existing toilets, building new	15	

		toiliets, signages', Facades and internal building improvement for institutions		
	i.	15 'Institutions' each of Min : 2,000 m <sup>2</sup> plot area. Or		Bidder with experience of => 15 institutions: 15 points and Bidders will be allocated marks proportionately. Eg – Bidder with 10 institutions will be awarded 10 points (15 x 10/15)
	ii.	10 'Institutions' each of Min : 4,000 m <sup>2</sup> plot area. Or		Bidder with experience of => 10 institutions: 15 points and Bidders will be allocated marks proportionately. Eg – Bidder with 5 institutions will be awarded 7.5 points (15 x 5/10)
	iii.	5 Institutions each of Min : 6,000 m <sup>2</sup> plot area Or		Bidder with experience of => 5 Institutions: 15points and Bidders will be allocated marks proportionately. Eg – Bidder with 3 institutions will be awarded 9 points (15 x 3/5)
	iv.	A combination of the above		Bidders will be allocated marks proportionately subject to maximum marks not more than 15.
	<b>B.</b>	<b>Presentation of similar works executed (12 marks)</b>		
	i.	Demonstration of projects in terms of implementation, time, adequacy of the implemented projects w.r.t. stakeholder/citizen consultations	4	
	ii.	Live demonstration technology based learning	4	

		resources (Smart class rooms/Smart Labs, digital learning zones with multi-media education content)		
	iii.	Innovative Ideas for Design & Implementation	2	
	iv.	Approach & Methodology with focus on sequencing of activities in design/ construction, implementation	2	
	<b>C.</b>	<b>Resource deployment per lot (maximum 24 marks)</b>		
	<b>Sr. no.</b>	<b>Personnel</b>	<b>Minimum Desirable Qualification</b>	<b>Nos.</b>
	i.	Project Manager	Graduate in Civil Engineering + 7 Year experience in implementation of projects	1
	ii.	Site engineer	Graduate in Civil Engineering B.E. Civil + 5 years of experience	1
	iii.	Senior Architect / Landscape Architect	Bachelor Graduate in Architecture/ Landscape Architecture + 7 years of experience	1
	iv.	Quantity Surveyor	Graduate in Civil Engineering +5 Year experience or Diploma Civil + 7 Year experience	1
	v.	Quality Assurance Engineer	Graduate in Civil Engineering + 7 years' experience in QA/QC	1
				2



	vi.	Site Supervisors	Diploma Civil Engineering + 5 Year experience or graduate in Civil with 3 Years' experience	3	2
	vii.	IT/ICT Network Specialist	MCA / Bachelor degree in Engineering + 5 years' experience in IT/ICT/IoT sector	1	4
	viii.	Master Trainer / Capacity Building expert for Technology based learning	Post Graduate (from recognized university) + 5 years' experience, having full knowledge of multimedia educational content and its usage. Bidder may also provide assistant trainer, if required	1	3
		In order to complete the job (task/assignment/solution) in stipulated time period, the successful bidder may deploy additional resources (personnel/ experts/ support staff etc.,) for which additional payment shall not be paid. It is deemed that the payment for the same has already been included in the total contract amount.			
		The minimum qualifying marks 70 (seventy)  The Financial bids of those bidders would be opened whosoever secures at least 70 marks in their Technical Qualification Proposal as per the criteria specified above.			
<b>ITB 35.5</b>	Not Applicable				

### F. Award of Contract

ITB 42.1	The performance security shall be 5% of the accepted contract amount (Lot1+Lot2+Lot3). On receipt of the performance security by the employer, the bid security of the successful bidder shall be returned.
ITB 43.1	<p>The Adjudicator proposed by the Employer is: _____ <i>[insert name and address of proposed Adjudicator]</i>. The hourly fee for this proposed Adjudicator shall be: _____ <i>[insert amount and currency]</i>. The biographical data of the proposed Adjudicator is as follows:</p> <p>_____</p> <p><i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i></p>

## Section III - Evaluation and Qualification Criteria

### Table of Criteria

<b>1. Margin of Preference</b>	<b>46</b>
<b>2. Evaluation</b>	<b>46</b>
2.1 Adequacy of Technical Proposal	46
2.2 Multiple Contracts	46
<b>3. Qualification</b>	<b>47</b>
1. Eligibility	47
2. Historical Contract Non-Performance	47
3. Financial Situation and Performance	48
4. Technical Qualification:	49
5. Combined Evaluation of bids (technical + financial):	49

## **1. Margin of Preference**

Margin of preference to domestic Implementing Agencies shall not apply.

## **2. Evaluation**

The bids shall be evaluated on Quality cum Cost based selection (QCBS) is 70 :30 percent

Technical score : 70%

Financial Score : 30%

### **2.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

### **2.2 Multiple Contracts**

The bid comprises of the following lots under the contract:

- (i) Lot-1 : KDPM High School in ward number -17, East Port Colony
- (ii) Lot-2 : MVD Primary and High School in ward Number 20, Near King George Hospital
- (iii) Lot 3: GVMC Primary School in ward number 18, Waltair II

### **Award Criteria**

Bidders shall Bid for all the lots. Bids will be evaluated taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder scoring the Highest Ranked (H1) evaluated (Technical points + financial points) for all the three combined lots, subject to the selected Bidder(s) meeting the required qualification criteria combination of lots.

### 3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Lead Member	Other Members	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.3	<b>Eligibility</b>	Not having been declared, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.4	<b>Government Owned Entity of the Borrower country</b>	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur as a result of Implementing Agency default since 1 <sup>st</sup> January <i>[Insert year]</i> .	Must meet requirement <sup>12</sup>	Must meet requirements	Must meet requirement <sup>1</sup>	Must meet requirement <sup>2</sup>	Form CON-2

<sup>1</sup> This requirement also applies to contracts executed by the Bidder as JV member.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Lead Member	Other Members	
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	Must meet requirement <sup>3</sup>	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>4</sup> since 1 <sup>st</sup> January [insert year]	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement <sup>5</sup>	Form CON – 2
<b>3. Financial Situation and Performance</b>							
3.1	<b>Annual Turnover (ATo)</b>	Minimum Annual Turnover (ATo) calculated on total certified payments received for contracts in	Must meet requirement	Must meet requirement	Must meet minimum 51 %, of the requirement	Must meet minimum 26%, of the requirement	Form FIN – 3.2

<sup>3</sup> This requirement also applies to contracts executed by the Bidder as JV member.

<sup>4</sup> The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

<sup>5</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Lead Member	Other Members	
		progress and/or completed during each of the last three (03) financial years (2013-14, 2014-15 and 15-16 ): Five (05) Crores .					
3.2	<b>Net Worth</b>	Net worth as on 31 <sup>st</sup> March 2016 shall Positive	Must meet requirement	Must meet requirement	Must meet the requirement	Must meet the requirement	Form FIN – 3.1

#### 4. Technical Qualification:

- 4.1 The details as per ITB 35.2 (c)-2 of as specified in the BDS shall be provided by the bidder.
- 4.2 The minimum qualifying marks in technical proposal are 70 (seventy)
- 4.3 The Financial bids of those bidders would be opened whosoever secure at least 70 points/marks in their Technical Qualification Proposal as per the criteria specified above
- 4.4 All the requisite supporting documents needs to be submitted as specified in ITB clause 35.2 (c)

#### 5. Combined Evaluation of bids (technical + financial):

The combined evaluation of bids shall be made as per ITB clause 35.2(b)





## Section IV - Bidding Forms

### Table of Forms

<b>Letter of Bid.....</b>	<b>52</b>
<b>Schedules.....</b>	<b>55</b>
Lot wise Estimated Quantities	55
<b>Form of Bid Security (Bank Guarantee) .....</b>	<b>56</b>
<b>Technical Proposal.....</b>	<b>58</b>
Technical Proposal Forms	58
Forms for Personnel	59
<b>Bidder's Qualification .....</b>	<b>61</b>
Form ELI -1.1: Bidder Information Form	61
Form ELI -1.2: Information Form for JV Bidders	63
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History	64
Form FIN – 3.1: Financial Situation and Performance	65
Form FIN - 3.2: Average Annual Turnover	66
( In case of Jv, all the partners shall fill and submit this form)	66
Form EXP - 4.1: General Construction Experience	67
Financial Proposal	68
Modernizing GVMC school as Smart Campus	68

## Letter of Bid

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert identification]*

To:

Managing Director  
Visakhapatnam Smart City Corporation Limited,  
Room No. 306,  
Tenneti Bhavan,  
Greater Visakhapatnam Municipal Corporation ,  
Asilmetta, Visakhapatnam  
Pin code: 530003

Dear Sir,

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works as per section VII (works requirement);
- (e) Our bid shall be valid for a period of **120 calendar days** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (g) We are not participating, as a Bidder or as a subImplementing Agency, in more than one bid in this bidding process in accordance with ITB 4.2(e).
- (h) We, along with any of our subImplementing Agencies, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by GoI or State Govt.(s) or the Employer or Multilateral Funding Agencies in accordance with the RfP. Further, we are not ineligible under the Employer's country laws or official regulations;
- (i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>6</sup>
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) 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; and
- (l) We understand that you are not bound to accept the highest ranked (H1) evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder\* ***[insert complete name of person signing the Bid]***

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

<sup>6</sup> Bidder to use as appropriate

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## Schedules

### Lot wise Estimated Quantities

#### ***Objectives***

*The objectives of the Estimated Lot wise Quantities are:*

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide Quantities for use in the periodic valuation of Works executed.*
- (c) The bidders are requested to do the site visits and prepare their own estimates for calculation of quantities and estimated amount.*

***Lot wise Estimated quantities are annexed separately.***

## Form of Bid Security (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Invitation for Bids No:** *[Insert reference number for the Invitation for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *five (05) lakh* Indian rupees upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

---

---

# **Technical Proposal**

## **Technical Proposal Forms**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**



## Forms for Personnel

### Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	<b>Title of position</b>
	<b>Name</b>
2.	<b>Title of position</b>
	<b>Name</b>
3.	<b>Title of position</b>
	<b>Name</b>
4.	<b>Title of position</b>
	<b>Name</b>
5.	<b>Title of position</b>
	<b>Name</b>
6.	<b>Title of position</b>
	<b>Name</b>
etc.	<b>Title of position</b>
	<b>Name</b>



## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

### Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> </ul>

- Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Year</b>	<b>Non-performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)</b>
Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> December 2011 specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> December 2011 specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.			

## Form FIN – 3.1: Financial Situation and Performance

### Financial Capacity of the Applicant

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

₹ For conversion of other currencies into rupees, kindly refer to web site of Reserve Bank of India Website. The rates shall be applicable as on the last date of the respective financial year

(In INR. crore)

Applicant Type	Member Name	Net Worth (Unconsolidated) as on 31 <sup>st</sup> March 2016
Single entity		
Applicant		
JV		
Member 1		
TOTAL		

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

### Form FIN - 3.2: Average Annual Turnover

( In case of Jv, all the partners shall fill and submit this form)

Bidder's Name : \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Joint Venture Member's Name \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

### Financial Capacity of the Applicant

S. No.	Financial Year	Annual Turnover (ATo)		
		Amount Currency	Exchange Rate	INR Equivalent
1	Financial Year 2013-14			
2	Financial Year 2014-15			
3	Financial Year 2015-16			

*Note: The audited Financial Statements for the corresponding year has to be attached.*

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:



## Form EXP - 4.1: General Construction Experience

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Joint Venture Member's Name \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Type of Supporting document attached
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		-----	
		-----	
		n <sup>th</sup>	

## Financial Proposal

### Modernizing GVMC school as Smart Campus

(To be submitted online only)

S No	Name of Lot	Total amount in INR inclusive of all applicable taxes
	Lot wise Contract Amount	
1	Lot-1 : : KDPM High School in ward number – 17, East Port Colony, Greater Visakhapatnam	
	Identity & Health	
	E Learning	
	Total amount LoT-1	
2	Lot-2 : MVD Primary and High School in ward Number 20, Near King George Hospital, Greater Visakhapatnam	
	Identity & Health	
	E Learning	
	Total Amount LoT-2	
3	Lot-3: GVMC Primary School in ward number 18 , Waltair II, Greater Visakhapatnam	
	Identity & Health	
	E Learning	
	Total Amount LoT-3	
4	Total amount (Lot-1+Lot2+Lot3)	
	Identity & Health	
	E Learning	
	G Total	

Cost of Contract Package (Lot1+Lot2+Lot3) Rupees in INR (in words) : \_\_\_\_\_

**Note:** For the detail of Identity & Health and E Learning refer clause 41.5 of PCC.

## **Section V - Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Services for Procurement**

All countries are eligible



## Section VI. Corrupt and Fraudulent Practices

(Section VI shall not be modified)

**In accordance with the Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption**

**“Fraud and Corruption:**

1. It is Employer country Prevention of Corruption Act 1988 to require that bidders, suppliers, Implementing Agencies and their agents (whether declared or not), sub-Implementing Agencies, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution . In pursuance of this Act, the Employer:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - (v) “obstructive practice” is
      - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-Implementing Agencies, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

2. For more details, refer Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption

## **PART 2 – Works Requirements**





## **Section VII - Works Requirements**

### **Table of Contents**

<b>Work Requirement / Scope of work / Terms of Reference .....</b>	<b>4</b>
<b>Annexures .....</b>	<b>31</b>

## Work Requirement / Scope of work / Terms of Reference

### 1.0 PROJECT DETAILS

#### 1.1 BACKGROUND

With the India Smart Cities Challenge, the Government of India took the first step towards realising its vision of building 100 smart cities in the country. As part of the India Smart Cities Challenge, Visakhapatnam (Vizag) is one of the cities that was selected amongst top 20, in a nationwide competition between 100 cities (ranked 8<sup>th</sup>).

Vizag is now working on an implementation plan to convert the Smart City Proposal (SCP) ideas into reality, beginning with retrofitting a designated area within the city known as the Area Based Development (ABD) that will catalyse future scalability to entire city.

Vizag is the 5<sup>th</sup> fastest growth Industrial Metropolis in the Asian subcontinent, largest city in the state of Andhra Pradesh, 3<sup>rd</sup> largest on east coast of India and has a strong education and health facilities. The Greater Visakhapatnam Municipal Corporation (GVMC) spread is around 625 Sq Km and includes 72 Wards. According to 2011 census, the City's population is around 1.9 million. ABD area is around 6 sq Km with a population of around 80,000. The location map of GVMC and ABD is show in Fig 1.

The Smart City Plan for Vizag revolves around the vision of creating - "**A Resilient and Healthy Metropolis for People**". The city of destiny is envisioned to become a leader in sustainability, healthy living, equality and innovation.

Aligning with the Smart City Vision, Vizag will focus on health and well being of its citizens especially children and will improve its education infrastructure. GVMC has around 147 schools. Similarly there are 6 schools in area based development (ABD) totaling more than 1862 students (Six schools fall within the ABD).

The Employer have taken up different projects for implementation. Modernizing GVMC schools and transforming them as "Smart Campus" is one such project taken up for implementation. The focus of this RFP is three schools, namely:

1. KDPM High School, Ward 17, East Port Colony
2. MVD Primary and High School, Ward 20, Near King George Hospital
3. GVMC Primary School, Ward 18, Waltair II

The location map of the above three schools is shown in Fig 2. These schools have an enrolment of around 1357 students and have teacher strength of 57.

#### 1.2 EXISTING CONDITIONS ASSESSMENT

The design intent in clause 2.0 of this section has to be read along with Contract drawings provided in Annexure 1 to 4.

The three schools details are listed below and are listed as "Lots". Refer to annexure 1 to 4 for further details on existing school conditions.

Figure 1 : Map showing location of three schools in context of GVMC boundary

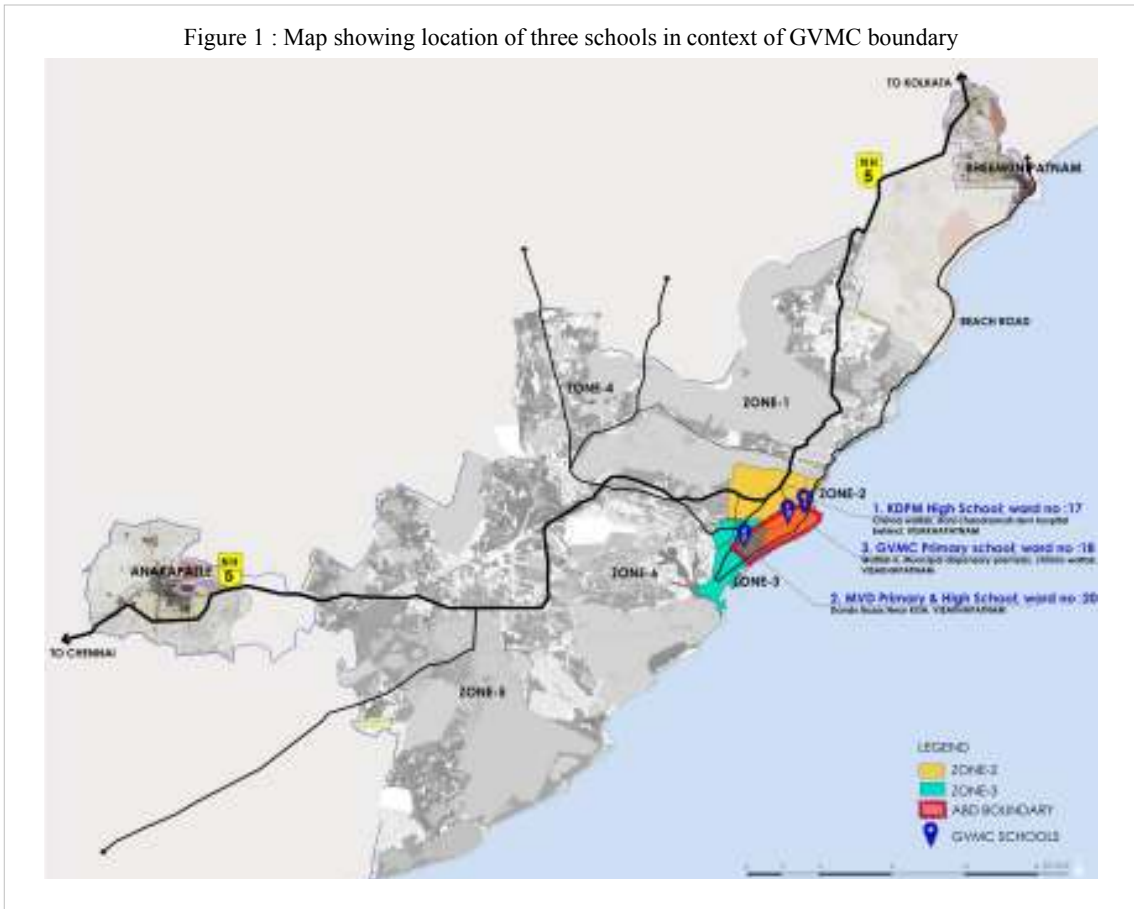
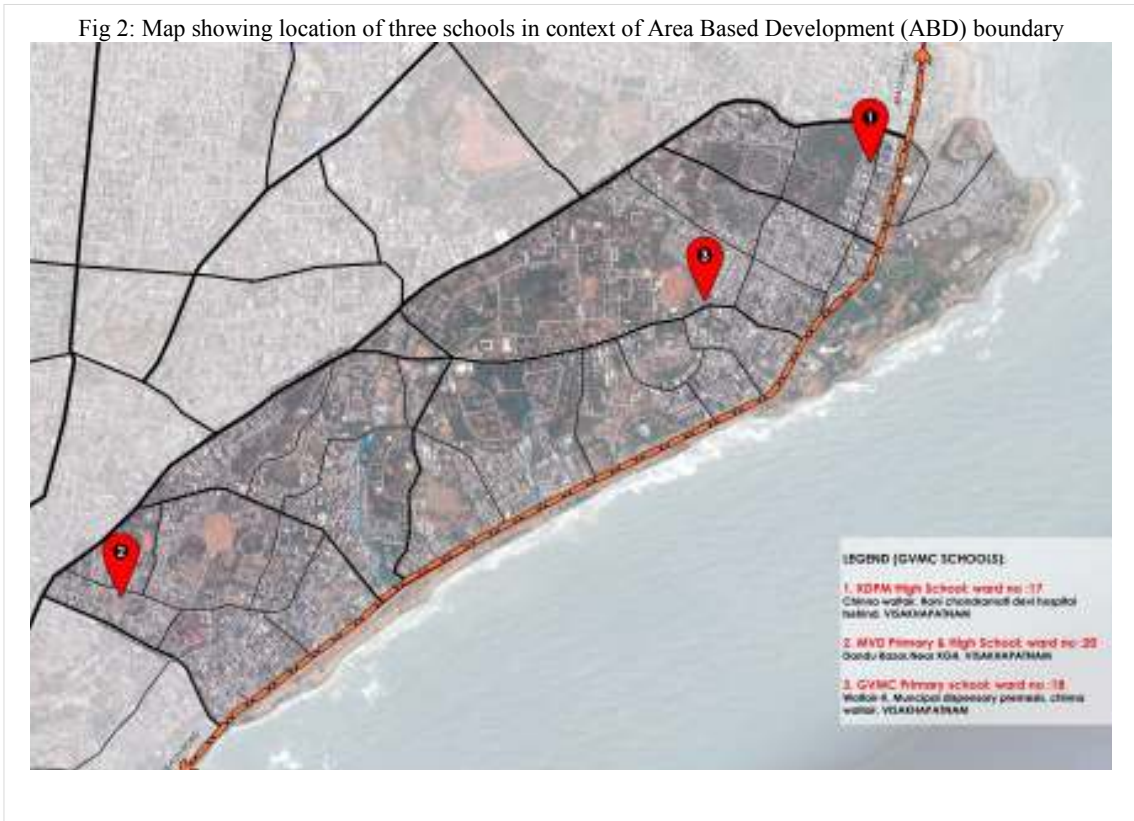


Fig 2: Map showing location of three schools in context of Area Based Development (ABD) boundary



**Table 1: Details of Schools**

<b>Description</b>	<b>Lot 1: KDPM High School</b>	<b>Lot 2: MVD Primary and High School</b>	<b>Lot 3: GVMC Primary School, Waltair II</b>
<b>Grades</b>	Class VI to X	Morning session: Class I to V Afternoon Session: Class VI to X	Class I to V
<b>Site Area (sm)</b>	3192 sqm	1332 sqm	4532 sqm
<b>Open Areas (sm)</b>	2024 sqm	564 sqm	3942 sqm
<b>Number of Students (Girls / Boys)</b>	Total Students = 849 Girls: Boys = 449:400	Total Students = 379 Girls:Boys = 205: 174	Total Students = 129 Girls:Boys = 80: 49
<b>Number of teachers</b>	32	19	6
<b>Playground</b>	Yes(small play area)	Nil(Small court yard space)	Yes(Have large open space but lack of proper play area)
<b>Play equipment</b>	Nil	Nil	Nil
<b>Computer Room</b>	Yes	Yes	No
<b>Number of Computers</b>	10	15	1
<b>Drinking RO water</b>	Nil( Mineral water is supplied in cans)	Yes(small RO plant with one tap connection is present)	Nil( Mineral water is supplied in cans)
<b>Toilets</b>	Boys: U-32; WC-4	Boys: U-4; WC-4	Boys: U-2;WC-2
	Girls: U-32; WC-4	Girls: WC-9	Girls: WC-2
<b>Student toilet ratio</b>	10:1	22:1	32:1

**Table 1: Details of Schools**

<b>Description</b>	<b>Lot 1: KDPM High School</b>	<b>Lot 2: MVD Primary and High School</b>	<b>Lot 3: GVMC Primary School, Waltair II</b>
<b>Universal accessibility</b>	Nil	Yes(ramps are too steep for accessibility)	Nil
<b>Signage</b>	No proper signage	No proper signage	No proper signage
<b>Dustbins</b>	No	No	No

## 2.0 DESIGN INTENT

Modernizing GVMC Schools and Transforming them as Smart Campus has been conceptualized by the Employer, to create 21<sup>st</sup> century education infrastructure for all strata of the society by focusing on:

- Enhancing the learning environment,
- Creating an identity for all GVMC schools
- Creating clean and green education campuses,
- Providing active outdoor spaces for sports and extra-curricular activities,
- Providing universal accessible design in all schools,
- Nurturing nature based teaching,
- Equip schools with technology based learning resources
- Equip schools to have interactive learning sessions with other schools
- Equip schools to have video conferencing where a teacher in one location is able to teach/interact with students from other schools in different locations

## 3.0 PROJECT OBJECTIVE AND EXPECTED OUTCOMES

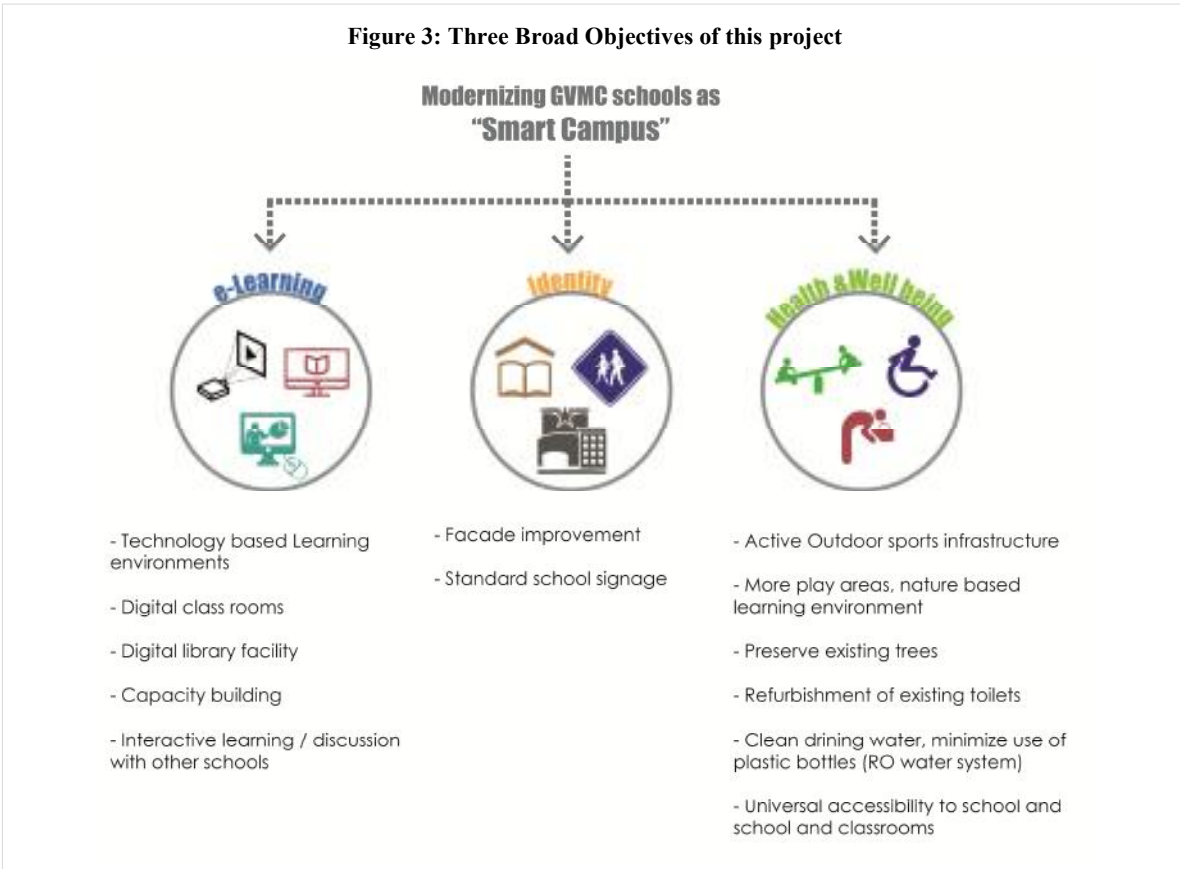
The Employer has developed a CONCEPT DESIGN for Modernizing GVMC schools as Smart Campus. This entails comprehensive upgrading of the school facility which includes (but is not limited to) - equipping schools with technology based learning resources, external development works for hardscape, softscape, site furniture, lighting, signage in the open areas & park, new play courts and refurbishment of existing playing fields and refurbishment of existing toilet blocks. In addition, façade improvement works (internal and external wall finishes) is to be carried out.

Modernizing GVMC schools as Smart Campus include **Three Broad** Objectives as show in figure 3:

**A. E-learning through smart classes**

**B. Identity**

**C. Health & Wellness**



Each Objective has an expected outcome and is listed below. The Implementing Agency should ensure that the project implementation achieves all objectives and expected outcomes.

**A. E-Learning:** Equip schools with technology based digital learning zones for students and teachers, future classrooms, other teaching/learning resources and capacity building of teachers to leverage IT to improve quality of education in schools.

#### **EXPECTED OUTCOME**

- Digital Literacy amongst students, preparing them at an early age for next generation of professionals in a competitive global environment
- **Opportunities for students to learn in Telugu and in English medium**
- Enhanced proficiency in academic subjects
- Greater exposure to digital books through e-library
- Confidence in using technology and modern learning methods at par with global standards
- Greater opportunities for students to interact/learn with students in other schools through inter-school digital processes
- Capacity building amongst teachers

- Greater opportunities for teacher to teach/educate students in multiple schools while operating/conducting classes from a single location/school

**B. IDENTITY** : Rebranding GVMC schools. Create a uniform identity of all GVMC schools.

**EXPECTED OUTCOME**

- Uniform identity of all GVMC schools in terms of façade improvements and signages. This includes standardized GVMC schools signages, external wall surfaces and internal building improvements (wall surfaces of classrooms, common areas etc) as per concept design. Refer drawings VSC-ACM-MP-RFP-DWG-201-01 & VSC-ACM-MP-RFP-DWG-201-02
- Create Playful learning environment through use of colourful Jali (screen) details. Create safe learning environment for children by providing colourful Jali (screen) at specified locations to avoid unwanted accidents. Refer drawings VSC-ACM-MP-RFP-DWG-201-01 & VSC-ACM-MP-RFP-DWG-201-02 and drawing series “VSC-ACM-LS-RFP-DWG-342 series”

**C. HEALTH AND WELL BEING** : Access to Parks increases frequency of exercise and reduces non communicable diseases like obesity<sup>7</sup>. Physical Activity makes people healthier<sup>8</sup>. Provide clean and green education campus to enhance learning and teaching environments

**EXPECTED OUTCOME**

- More outdoor activity areas for students to provide them opportunities for greater physical activity. Contact with nature improves physical and psychological health; those in a greener environment people report fewer health complaints, more often rate themselves as being in good health, and have better mental health<sup>9</sup>.
- Optimum use of under-utilized land within school premises by creation of functional spaces
- Improved health and sanitation condition through RO facility for clean drinking water (non-bottled) and refurbished toilets
- Reduced paved areas in schools through addition of pervious surfaces and playgrounds/sport courts, thus reduction in urban heat island effect
- Preservation of all existing trees and addition of new trees and landscaping elements

---

<sup>7</sup> India is third most obese country in the world, India Today. Accessed September 3, 2015 from <http://indiatoday.intoday.in/story/obesity-india-weighs-third-on-obesity-scale/1/365876.html>

<sup>8</sup> Physical activity and health, A report of the Surgeon General, CDC, U.S. Department of Health & Human Services. Accessed September 3, 2016 from <http://www.cdc.gov/nccdphp/sgr/pdf/execsumm.pdf>

<sup>9</sup> The Health benefits of parks, How Parks Help Keep Americans and Their Communities Fit and Healthy By Erica Gies, 2006, The Trust for Public Land

- Dedicated spaces for nature based learning and rain water harvesting
- Universal accessible design through creation of ramps for access to schools and classrooms
- Enhanced learning environment through clean and green education campus
- Safe and secure school premise through cctv and motion sensor external lighting
- Refer drawings VSC-ACM-MP-RFP-DWG-211-01 to VSC-ACM-MP-RFP-DWG-211-05

#### 4.0 SCOPE OF WORK

Scope of work is basically divided into E Learning, Identity, Health & Well-Being and the details are in alignment with the project objectives.

**A. E-Learning:** Equip schools with technology based digital learning zones for students and teachers, future classrooms, other teaching/learning resources and capacity building of teachers to leverage IT to improve quality of education in schools. (Technology based learning resources - Smart Class Rooms with multi-media education content)

The scope of work in E learning is divided into 2 phases.

##### I. Design and Implementation Phase

##### II. Operation and Maintenance Phase

Detailed scope of the above both phases is explained in section below.

#### I. DESIGN AND IMPLEMENTATION PHASE:

This phase starts from the date of signing of the Agreement to the date of issue of commissioning certificate. The Implementing Agency has to prepare detail Design, Supply, Install, Integrate, Test and Commission the digital learning zones/future classrooms solution as per the requirements prescribed in this RFP and also as per the technical specifications and schedule of requirements given in the RFP. The total timeline for this phase is 12 weeks w.e.f the date of signing of Agreement. The following are key steps involved in the implementation:

1. Carrying out of Field/Site Survey: The Implementing Agency shall conduct site survey of the three schools where the solution is to be implemented; and prepare the survey report highlighting the site feasibility, rough sketch for installation, any site specific requirements / dependencies for successful commissioning.
2. **The bidder should visit the “Future Classroom solution”, installed and commissioned in Vizag (GVMC Primary and High School, Maduranagar). The Implementing Agency is expected to provide similar or better digital learning solution for the three schools included in this RFP.**
3. The Implementing Agency should submit a complete implementation timeline



4. The Employer and/or Employers representative will supervise and monitor the progress of the implementation and Implementing Agency shall provide necessary coordination.
5. Preparation and Submission of Complete Bill of Materials (BoM) along with detailed technical specifications, manufacturer's name and part number of OEM and delivery schedule at the sites. Shall also provide the codification for all the items delivered.
6. Preparation and submission of the details of the man power deployment for the project.
  - a. It is mandatory to deploy experience resource deployment at project site(s) throughout the implementation period, The project manager of the Implementing Agency shall also act as coordinating officials with Employer and Employers representative(s).
7. Dispatch of materials as per the implementation timelines. The materials should be brand new and as per the RFP specifications/requirements.
8. Preparation and submission of periodical progress report for all the stages
9. Necessary test and measurement equipment/special tools, all relevant consumables if any for installation, testing and commissioning should be available with the Implementing Agency. Necessary calibration should be done and the certification of the same should be obtained and shall be handed over to the Employer.
10. The Design solution to seamlessly integrate with existing infrastructure which needs to be surveyed by the Implementing Agency to ensure interoperability of the envisaged solution
- 11. The design to seamlessly integrate all proposed digital solutions. The module of 20/40/80 numbers of laptop/chromebook should be compatible such that it gets connected to “the projection system (local server/cloud).**
12. The design should allow the administrator to create users, manage student's access and allow for better manageability layer for the schools.
13. Interactive Multimedia Content – Multimedia content should be mapped to curriculum with animated lessons to facilitate the learning in the classrooms across various subjects
14. Setup of Help Desk for minimum 3 years
15. Setup of video conferencing unit in each school to provide for inter-school interactions
16. **Capacity Building:** The Implementing Agency needs to provide training to all the end users and teachers on the solutions through class room hands-on training for which the cost of the training shall be included in the financial proposal. The Implementing Agency needs to build e-learns for user (do/don'ts, FAQ, animated demo for first level troubleshoot), user manuals and both to be made available in on-line portal as decided by the Employer.

- a. **Capacity Building of the Teachers** - Building the Capacity of the Teachers in a comprehensive manner to enable them to use, operate, train other teachers and teach students.
  - b. Basic IT usage of Integrated Community Computer, projection system and laptops/Chromebook
  - c. Introduction of Multimedia Content
  - d. Integration of Multimedia Learning Modules in Regular Teaching & Usage of Chrome or equivalent Management Console
  - e. Classroom Management and Soft Skills
17. **Implementation & Stabilization:** The Implementing Agency needs to run the solution for at-least 2 test sessions completely meeting the minimum specified service levels in order to ensure reliability, stability, & consistency of the solution
18. Stage-wise report submitted by the Implementing Agency will be verified by the Employer representative and approval will be given by Employer. The stages include:
- a. **Stage 1:** Carrying out field/site survey of all lots, and survey of GVMC Primary and High School, Maduranagar. Due diligence at each lot and identification of room(s) in each lot for purposes of implementing smart classrooms/smart lab. Prepare the survey report highlighting the site feasibility, rough sketch for installation, any site specific requirements / dependencies for successful commissioning
  - b. **Stage 2:** Preparation of design solution to seamlessly integrate with existing infrastructure for each lot, and to seamlessly integrate all proposed digital solutions. The design solutions and its testing to be verified and approved by Employer.
  - c. **Stage 3:** Installation and implementation of the design solution for each lot. The implementation to be verified by the Employer and on satisfactory completion, the Employer shall issue completion certificate.
  - d. **Stage 4:** Capacity Building of teachers
19. Proper documentation should be made for the testing, configuration, and commissioning of the Smart Classroom System.
20. Operation & maintenance manual has to be submitted by the Implementing Agency.

The commissioning certificate will be issued after successful completion of all the scopes against each of the Implementation Phase.

**Indicative Bill of Materials, Bill of Quantities & Specs are provided in Annexure 4.**

## II. OPERATION AND MANAGEMENT PHASE

This phase commences from date of issue of commissioning certificate to **Three years** wherein the Implementing Agency has to Operate, Maintain & Manage the solution as per the scope of work and other contractual obligations. The scope in this phase is as follows but not limited to:

1. The Implementing Agency shall operate, maintain and manage the solution as per scope of work and O&M period of three years. The entire system operation and maintenance shall be the responsibility of the Implementing Agency.
2. The Implementing Agency shall provide complete project maintenance and monitoring for wherein a dedicated team of project monitoring resource works continuously to ensure the adequate service delivery to each school through a Centralized Control Centre. A dedicated Toll Free Number should be installed, managed and to be operated by the implementing agency which should be accessible from anywhere in the country for Product and Service support provided for the schools. The dedicated resources (personnel) shall be deployed by the implementing agency during this stage.
3. Operation & Management Personnel
  - a. It is mandatory to deploy experienced human resources throughout this Phase, who shall act as coordinating officials.
  - b. Adequate human resources should be deployed to honor the contractual commitments as per contract agreement.
4. Preventive maintenance has to be carried out on a periodical basis.
5. Monitor the solution proactively for performance as per contractual provisions.
6. In case of any issues/malfunctioning of any additional active devices brought by any other departments/Employer; Implementing Agency shall be responsible for monitoring (as advised by user departments/Employer) and reporting and to escalate the issue to the user departments/their vendors and generation of progress reports as per the requirements. Implementing Agency shall support & facilitate the user departments/their vendors for the upkeep of the devices.
7. The details of procedure for Problem Resolution and Fault Report Management have to be updated in a standard format.
8. Security incidents monitoring and taking corrective/preventive actions. Such incidents have to be updated in a standard format.
9. Implementing Agency shall be the single point of contact for Smart Classroom solution System; however the basic infrastructure failures/issues are to be brought to the notice of the Employer immediately.
10. Help Desk shall register all the calls reported and ensure the call to be closed as per provisions.
11. The Implementing Agency is required to meet the minimum standards such as ITIL Framework, BS 15000, ISO 20000 or equivalent for the process and

procedure established for monitoring management and documentation of Infrastructure.

Note: For both Phases, Implementing Agency shall take care of the all the necessary tools/equipment (like desktops, laptops, Printers, Scanners, Multi-Functional devices, Projectors/Display Units, Mobiles etc.) required during implementation and O&M phase of contract in order to meet RFP requirements & contractual provisions

## **B. IDENTITY & HEALTH AND WELL-BEING**

**Identity :** Rebranding of GVMC schools. Create a uniform identity of all GVMC schools.

**Health & Well Being :** Access to Parks increases frequency of exercise and reduces non communicable diseases like obesity. Physical Activity makes people healthier. Provide clean and green education campus to enhance learning and teaching environments

### **I. Scope of work to achieve the objectives is divided into 2 phases**

1. Pre Construction Phase
2. Post Construction Phase

#### **1. PRE-CONSTRUCTION PHASE (DESIGN & GOOD FOR CONSTRUCTION DRAWINGS)**

This phase starts from the date of signing of the Agreement to the date of issue of commissioning certificate. The total timeline for this phase is 4 weeks w.e.f. the date of signing of Agreement.

Applying the design principles, Objective and expected outcomes illustrated in the RFP as well as attached drawings/ requisite documents provided by the Employer, the Implementing Agency must develop on the concept provided, to create a good for construction (GFC) drawings package, on approval from the Employer, shall be followed by on-site implementation. During this process, the Implementing Agency shall review the concepts design and planning for betterments or improvements which may be incorporated to better achieve the Employer's goals and objectives. These betterments, if any, shall be submitted by the Implementing Agency to the Employer for review and for the approval before the closure of the Good for construction drawings stage.

Key tasks/deliverables by the Implementing Agency during Good for Construction Stage will include:

- The Implementing Agency should submit a complete timeline for scope of work to be carried out
- The Employer will supervise and monitor the progress of this phase and Implementing Agency shall provide necessary coordination.
- Preparation and Submission of Complete Bill of Materials (BoM) along with detailed technical specifications, manufacturer's name and delivery schedule at the sites. Shall also provide the codification for all the items delivered.
- Preparation and submission of the details of the man power deployment for the project.
- Dispatch of materials as per the implementation timelines.

- Preparation and submission of periodical progress report for all the stages
- Carrying of Field/Site Survey: The Implementing Agency shall conduct site survey of the three schools where the design is to be implemented; and prepare the survey report highlighting the site feasibility, GFC drawings, any site specific requirements / dependencies for successful implementation.

The Implementing Agency shall prepare GFC for the following works in accordance with the concept design developed by Employer.

**a) Façade Works**

- i. Proposed Façade and Internal Building Improvements, Façade Signage fixing details, location for individual frontages and allied services.
- ii. All detail construction drawings suitable for construction works to be undertaken by competent Implementing Agency
- iii. All necessary coordinated services drawings (including but not limited to location of light fixtures etc.)
- iv. Shop drawings for all proprietary items/vendor items

**b) Landscape Works**

- i. General Arrangement Plans (Surface Finishes Layouts) including Materials, Site Furniture, Play equipment etc.
- ii. Levels and Grading Layouts; Material/Lighting/Furniture Schedules; Hardscape Details (including concrete ramps and benches); Lighting & CCTV layout & details; planting schedule; planting and soil details
- iii. Design and preparation of GFC for items listed in Employer's BoQ
- iv. Hard Landscape Specification including all details in Employer's Bill of Quantities (BoQ) and Technical Specs
- v. Softscape Specifications including all details in Employer's BoQ and Technical Specs
- vi. Final Setting-Out Plan for hardscape, softscape, ; furniture, signage and lighting
- vii. All detail construction drawings suitable for construction works to be undertaken by competent Implementing Agency
- viii. All necessary coordinated services drawings (including but not limited to location of light fixtures, water tanks, existing site services and any new added services etc.)
- ix. Shop drawings for all proprietary items/vendor items

The Implementing Agency must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.

**II. General Conditions of Work:**

Prior to starting the works on site Implementing Agency shall submit the following documentation for approvals:

**a) Detailed Programme of Work for all Works:**

- i. Prepare a detailed programme showing the stages, sequence and timing of all stages of work (including sub contractor(s) involvement if any);
- ii. Timelines should be clearly defined. They should include estimated completion date and number of working day etc.s;
- iii. Programme should include detailed information on deployment of human resources (manpower, equipment etc.), works by sub contractor(s) etc.;
- iv. Schedules are to be coordinated with the main Implementing Agency's program and subject to Employer's approval;
- v. Method statement for all works, including transport & delivery of materials, site works including earth works, hardworks installation, plant protection, temporary storage etc. should be clearly defined;
- vi. Potential risks to programme should be summarised and mitigation methods provided (alternative programme of work if applicable);
- vii. Special coordination requirements to be defined.

**b) Procurement Plan:**

- i. Submit a Procurement/revised procurement Plan . The submitted Procurement Plan/schedule shall provide clear information on the following;
- ii. Procurement schedule for all materials (including but not limited to sports field, hardscape, softscape, façade etc);
- iii. Information of Supplier's (hardscape, facade)
- iv. Existing and future availability of materials;
- v. Information of Supplier's nursery and/or Implementing Agency's Off- site Nursery (softscape);
- vi. Existing and future availability of planting materials (softscape).

**c) Material/Product samples:**

- i. All samples for non-plant material are to be submitted as required;
- ii. Product certificates including warranty/guarantee for manufactured products should be submitted;
- iii. Type and number of samples as specified in relevant sections of this document;
- iv. All samples need to be approved by Employer prior to commencement of works on site.

- v. For plant material, Implementing agency shall re-submit list of plants with nursery source and quantity available for each representative tree, palm, shrub, climber, bamboo and ground cover species indicating height, spread, calliper and root ball size, for final approval Employer. Any agreed substitutions to plants species or specifications should be included as per the discussions with the Employer.
- vi. Implementing Agency shall arrange for visit by Employer/Employer's representative to supplier nurseries to approve selected plant materials prior to procurement at the expense of the implementing agency.

**d) Site Management Plan**

- i. Showing detailed information on site preparation measures to be taken before commencement of works as well as during the works and maintenance period,
- ii. Site arrangement layout for temporary structures, storage, water and electricity supply etc.;
- iii. **PHASING Plan** to be submitted for approval from Employer prior to commencement of site work. It is to be ensured that at no time during the construction phase, the functioning of each of the school is to be disturbed or stopped. Consultation will be required with the School authorities, students and parents for construction phasing;
- iv. Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earth work begins.

**e) Health and Safety Plan**

- i. Prior to commencing site works the following will be provided to the Employer:
- ii. Method statements on how risks from hazards will be addressed;
- iii. Details of management structure and responsibilities;
- iv. Arrangements for issuing health and safety directions;
- v. Procedures for informing other Implementing Agencies and employees of health and safety hazards ;
- vi. Procedures for communications between the project team, other Implementing Agencies and site operatives;
- vii. Arrangements for coordination and cooperation between other Implementing Agencies and/or line departments;
- viii. Procedures for carrying out risk assessments and for managing and controlling the risks;

- ix. Emergency procedures including those for fire prevention and escape;
- x. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded;
- xi. Arrangements for welfare facilities;
- xii. Procedures for ensuring to keep the record of all persons on site have received relevant health and safety information and training;
- xiii. Arrangements for consulting and taking the views of people on site;
- xiv. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance;
- xv. Monitoring procedures to ensure compliance with site rules, selection of management procedures, health and safety standards and statutory requirements;

**f) Site Waste Management Plan**

- i. Plan should include details on type and quantities of the waste generated – including demolition waste, day to day generated waste etc.;
  - ii. Detail description of the waste management methods and actions to minimize/reuse/recycle waste,
  - iii. Recourses required and detail plan of work for waste management team;
  - iv. Record keeping procedures;
  - v. Auditing protocols;
  - vi. Provision of waste/sanitary waste bin in female toilets
- vii. All of the above should be approved by the Employer prior to commencement of works on site. No works shall be executed without above mentioned approvals.

**2. CONSTRUCTION PHASE**

This phase starts from the date of approved good for construction drawings (GFC). The total timeline for this phase is 20 weeks w.e.f the date of approved GFC by Employer.

The on-site execution scope of work comprises of full, final and entire installation and completion of landscape works to a ‘best practise standard’ for such works, (inclusive of hardscape, softscape, site furniture, exterior signage and lighting) and associated landscape services (levelling, drainage etc.) based on the design developed by the Employer and Implementing Agency’s good for construction drawings and handing over of the same in full accordance with the Employer’s requirements. Key tasks include:

- The Implementing Agency should submit a complete implementation timeline
- The Employer and/or Employer’s representative will supervise and monitor the progress of the implementation of the work and solution.



- Technical Specifications for Various Works to be followed in the project duration including O&M period, by the Selected Bidder (**Refer Annexure 5 for the quality standards & control which includes**)
  - For Product and Execution – Hardscape Works
  - For Product and Execution – Softscape Works
  - For Product and Execution including list of standards
  - For Operation & Maintenance
- Material/Product samples:
  - All materials/samples to be submitted to the Employer for comments and approval prior to commencement of works;
  - Type and number of samples as specified in relevant sections of this document.
- Sample panels:
  - Mock-ups All sample panel/mock-up to be presented to the Employer for comments and approval prior to commencement of works;
  - Type and number of sample panels as specified in relevant sections of this document.
- Operations & Maintenance Manual:
  - This should include schedule and instructions for all activities to be undertaken for operations and maintenance of established works.
- As-built drawings:
  - The Implementing Agency shall prepare As-Built drawings and certify on these drawings that the drawings reflect the actual works installed.
  - Three sets of these drawings (A1 hardcopy, printed to scale and softcopy – AutoCAD and PDF on a CD) shall be submitted to the Employer post approval and record.
  - The Implementing Agency shall ensure that this submission of As-Built drawings will not delay subsequent inspections and tests by the relevant authorities; otherwise he shall be fully responsible for any consequence due to his delay.

The base wide landscape works within the site include the following but are not limited to;

## **LANDSCAPE WORKS**

### **a) Hardscape:**

- i. Children play area, Sports surfaces
- ii. Kerbs
- iii. Retaining walls, concrete and Paving works
- iv. Drainage, rain water harvesting pit
- v. Allied utility services

**b) Softscape:**

- i. Trees planting
- ii. Shrub / Groundcover planting
- iii. Nature based learning zones
- iv. Children play areas
- v. Drainage connections

**c) Site Furniture:**

- i. Seating
- ii. Rubbish bins
- iii. Parking areas, children's play areas, Sports surfaces, play courts, play equipment
- iv. Handrails, external screens (jail)
- v. Gates
- vi. Cycle docking station
- i. RO plant for drinking water, Potable water (RO plant) connections
- vii. Refurbishment of existing toilets (KDPM school and GVMC Primary School)
- viii. Demolish existing toilet blocks, Design and implementation of new toilet blocks (MVD school)
- ix. Composting bins
- x. Allied utility services

**BUILDING DEVELOPMENT WORKS****a) Exterior Signage And External Blackboard & Message Boards:**

- a. Signage board (external school signage)
- b. Directional Signage (wall mounted and free standing)
- c. Corridor notice boards, green chalk boards, Notice boards in classrooms

**b) Exterior Facades, Lighting & CCTV:**

- a. Street light luminaire
- b. Signage Lighting
- c. Parking light poles
- d. Corridor lighting
- e. CCTV Cameras
- f. Façade Works:
- g. Façade and internal building improvements
- h. White washing existing walls and ceiling
- i. Painting external walls and boundary walls, External Façade and corridor walls, Classrooms (primary and high schools) as per concept design provided in the RFP
- j. Painting of door frames, window frames and shutters
- k. Painting of screens (jail)

- l. Concealed exposed electric wiring
- m. Allied utility services

General scope provided in the section B. III below, applies to both the phases i.e. pre-construction and post construction.

### 3. General scope

- a) The scope of work covers the detail design, supply and installation of all landscape works (hardscape, softscape), façade works and allied civil and services work. The Implementing Agency shall furnish all labour, material, tools and equipment necessary to complete the works as indicated on the drawings. Any item not specifically shown in the drawings or specified but normally required to conform to such intent, should be considered part of the work unless raised by the Implementing Agency prior to commencement of works. Implementing Agency shall include and price for such item in the BOQ accordingly;
- b) All works indicated in the Drawings by notes are to be provided for, whether or not mentioned in this specification. Any item not specified nor specifically shown in the drawings, but are normally required to conform to such intent, are considered part of the work and deemed to be included in this contract and their execution shall be covered by the contract price, in the same manner as if they have been expressly shown on the drawings and described in the specifications.
- c) The works shall be completed within the scheduled time and shall be certified by the Employer upon Practical Completion;
- d) The landscape planting shall be provided in the areas shown in the Drawings with plants in a healthy and vigorous growing condition.
- e) The Implementing Agency shall submit for approval, his proposed Work Programme based on the criteria of the overall programme showing the intended sequences, stages and order of proceeding with the works together with the period of time he has estimated for each and every stage of the progress upon receipt of notification of award of project.;
- f) The Implementing Agency shall provide/arrange sufficient portable toilets during the construction time and/or during the reconstruction of existing toilets to avoid any inconvenience to the school staff and students during school timings of type A and/or Type B as given below:
  - (A) Portable Toilets Without Wheel:
    - (i) Minimum Size : 1m x 1m x 2.5 m / (3'X3'X8')
    - (ii) Lockable door facility with roof.
    - (iii) Water supply connection with or without Push Button Type
    - (iv) Provision of fiber molded Indian type and western type WC
    - (v) Each unit waste pipe can either be connected to existing drainage line or to a waste collection tank or to a temporary soak pit.
    - (vi) Weight maximum 100 Kg . (two persons can shift it easily from one site to another)

(B) With Wheel (movable on wheels):

- (i) One set contains minimum 2 latrines.
- (ii) Latrines mounted on a flat platform
- (iii) Easy access to walk over the platform and reach the latrine.
- (iv) Minimum Size : 1m x 1m x 2.5 m / (3'X3'X8')
- (v) Lockable door facility with roof.
- (vi) Water supply connection with or without Push Button Type
- (vii) Provision of fiber molded Indian type and western type WC
- (viii) Each unit waste pipe can either be connected to existing drainage line or to a waste collection tank or to a temporary soak pit.

*g) Adjustments To Scope*

- i. The Employer reserves the right to make field adjustments and reasonable substitutions to ensure implementation of the design concept in relation to field conditions.
- ii. If any material or installation specified is not available or achievable, the Implementing Agency shall submit a written proposal to the Employer within two (2) weeks of award of the contract. This request may present an alternative material or process which fulfils the same design intent, with the proposed adjustment to the contract price for each item due to the change.
- iii. Substitution of materials is not permitted unless authorised in writing by the Employer.

*h) Timelines*

The Implementing Agency shall complete the works within or by the date of completion as set forth in the Contract.

*i) Defects And Liability Period*

The Defects Liability Period shall start from the date of practical completion for a period of 2 years and Implementing Agency shall undertake all responsibility for defects of the equipment and landscape materials during this period.

*j) Discrepancies*

The Implementing Agency to study the drawings at the time of the tender and notify Employer of any discrepancy at the time of the tender submission.

*k) Error And Omission*

The general description of the works mentioned above is only for the guidance of the Implementing Agency and any error or omission shall not constitute ground for claim by the Implementing Agency. The onus for investigating and ensuring the actual extent and nature of the works comprised in this Contract prior to the submission of the quotation is solely with the Implementing Agency. Any doubts should be clarified from the Employer before the quotation is submitted. Claim if any arising out of lack of clarity or availability of information will not be entertained by the Employer.

*l) List Of Relevant Documents To Be Referred*

This specification to be read in conjunction with:

- **Concept** Design Intent Drawing Package (Landscape, building development works with allied services) included in Annexures or most up to date revision issued thereafter;
- **Bills of Quantities(BoQ)** : Indicative list of BoQ, is included in Annexure 4 on most up to date revision issued thereafter;

Note: If work item is not included in Indian Standards, appointed Implementing Agency should refer to relevant international standard (BS or equivalent). This should be approved by Employer prior to commencing any works on site;

- Other documents – any documents not included above but relevant to the Bidding process. These should be provided/made available to Implementing Agency by the Employer, if applicable.

**The list of drawings (Enclosed in Annexure 3) by each lot includes:**

<b>KDPM SCHOOL DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
<b>KDPM SCHOOL</b>		
	VSC-ACM-MP-RFP-DWG-201-01	ELEVATION TYPE PLAN
	VSC-ACM-MP-RFP-DWG-201-02	SIGNAGE PLAN
	VSC-ACM-LS-RFP-DWG-211-01	GENERAL ARRANGEMENT & FURNITURE PLAN
	VSC-ACM-LS-RFP-DWG-211-02	LEVEL & DRAINAGE PLAN
	VSC-ACM-LS-RFP-DWG-211-03	LIGHTING PLAN
	VSC-ACM-LS-RFP-DWG-211-04	MATERIAL PLAN
	VSC-ACM-LS-RFP-DWG-211-05	SOFTSCAPE PLAN
<b>TYPICAL DETAILS</b>		
<b>FURNITURE</b>		
	VSC-ACM-LS-RFP-DWG-	RAMP DETAILS

<b>KDPM SCHOOL DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
	341-01	
	VSC-ACM-LS-RFP-DWG-341-02	STEPS AND BENCHES DETAILS
	VSC-ACM-LS-RFP-DWG-341-03	PLANTER DETAILS
	VSC-ACM-LS-RFP-DWG-341-04	HANDRAIL DETAILS – 1
	VSC-ACM-LS-RFP-DWG-341-05	HANDRAIL DETAILS – 2
	VSC-ACM-LS-RFP-DWG-341-06	BICYCLE RACK
	VSC-ACM-LS-RFP-DWG-341-07	RETAINING WALL
<b>ARCHITECTURE DETAILS</b>		
	VSC-ACM-MP-RFP-DWG-342-01	BUILDING ELEVATION
	VSC-ACM-MP-RFP-DWG-342-02	BUILDING ELEVATION
	VSC-ACM-MP-RFP-DWG-342-03	BUILDING ELEVATION- FAÇADE FINISHES
	VSC-ACM-MP-RFP-DWG-342-04	SIGNAGE SUITE
	VSC-ACM-MP-RFP-DWG-342-05	SIGNAGE SUITE- GATEWAY SIGNAGE
	VSC-ACM-MP-RFP-DWG-342-06	SIGNAGE SUITE- GATEWAY SIGNAGE
	VSC-ACM-MP-RFP-DWG-342-07	CLASSROOMS (HIGH SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-08	CLASSROOMS (PRIMARY SCHOOL)
	VSC-ACM-MP-RFP-DWG-	CLASSROOMS (PRIMARY SCHOOL)

<b>KDPM SCHOOL DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
	342-09	
	VSC-ACM-MP-RFP-DWG-342-10	TOILET REFURBISHMENT
<b>HARDSCAPE</b>		
	VSC-ACM-LS-RFP-DWG-343-01	WALL & EGDE DETAILS
	VSC-ACM-LS-RFP-DWG-343-02	PAVING DETAILS
	VSC-ACM-LS-RFP-DWG-343-03	PLAYCOURT - VOLLEYBALL AND KABADDI COURT
	VSC-ACM-LS-RFP-DWG-343-04	PLAYCOURT - BADMINTON & MULTIPLAY COURT
<b>SOFTSCAPE</b>		
	VSC-ACM-LS-RFP-DWG-344-01	SOFTSCAPE DETAILS
<b>DRAINAGE</b>		
	VSC-ACM-LS-RFP-DWG-345-01	DRAINAGE DETAILS

<b>MVD SCHOOL DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
<b>MVD SCHOOL</b>		
	VSC-ACM-MP-RFP-DWG-203-01	ELEVATION TYPE PLAN
	VSC-ACM-MP-RFP-DWG-203-02	SIGNAGE PLAN
	VSC-ACM-LS-RFP-DWG-213-01	GENERAL ARRANGEMENT & FURNITURE PLAN
	VSC-ACM-LS-RFP-DWG-213-02	LEVEL, WATER SUPPLY & DRAINAGE PLAN

<b>MVD SCHOOL DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
	VSC-ACM-LS-RFP-DWG-213-03	LIGHTING PLAN
	VSC-ACM-LS-RFP-DWG-213-04	MATERIAL PLAN
	VSC-ACM-LS-RFP-DWG-213-05	SOFTSCAPE PLAN
	VSC-ACM-LS-RFP-DWG-213-06	DEMOLITION PLAN
<b>TYPICAL DETAILS</b>		
<b>FURNITURE</b>		
	VSC-ACM-LS-RFP-DWG-341-01	RAMP DETAILS
	VSC-ACM-LS-RFP-DWG-341-02	STEPS AND BENCHES DETAILS
	VSC-ACM-LS-RFP-DWG-341-03	PLANTER DETAILS
	VSC-ACM-LS-RFP-DWG-341-04	HANDRAIL DETAILS – 1
	VSC-ACM-LS-RFP-DWG-341-05	HANDRAIL DETAILS – 2
	VSC-ACM-LS-RFP-DWG-341-06	BICYCLE RACK
	VSC-ACM-LS-RFP-DWG-341-07	RETAINING WALL
<b>ARCHITECTURE DETAILS</b>		
	VSC-ACM-MP-RFP-DWG-342-01	BUILDING ELEVATION
	VSC-ACM-MP-RFP-DWG-342-02	BUILDING ELEVATION
	VSC-ACM-MP-RFP-DWG-342-03	BUILDING ELEVATION- FAÇADE FINISHES



<b>MVD SCHOOL DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
	VSC-ACM-MP-RFP-DWG-342-04	SIGNAGE SUITE
	VSC-ACM-MP-RFP-DWG-342-05	SIGNAGE SUITE- GATEWAY SIGNAGE
	VSC-ACM-MP-RFP-DWG-342-06	SIGNAGE SUITE- GATEWAY SIGNAGE
	VSC-ACM-MP-RFP-DWG-342-07	CLASSROOMS (HIGH SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-08	CLASSROOMS (PRIMARY SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-09	CLASSROOMS (PRIMARY SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-10	TOILET REFURBISHMENT
<b>HARDSCAPE</b>		
	VSC-ACM-LS-RFP-DWG-343-01	WALL & EGDE DETAILS
	VSC-ACM-LS-RFP-DWG-343-02	PAVING DETAILS
	VSC-ACM-LS-RFP-DWG-343-03	PLAYCOURT - VOLLEYBALL AND KABADDI COURT
	VSC-ACM-LS-RFP-DWG-343-04	PLAYCOURT - BADMINTON & MULTIPLAY COURT
<b>SOFTSCAPE</b>		
	VSC-ACM-LS-RFP-DWG-344-01	SOFTSCAPE DETAILS
<b>DRAINAGE</b>		
	VSC-ACM-LS-RFP-DWG-345-01	DRAINAGE DETAILS

<b>CHINNA WALTAIR-2 DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
<b>CHINNA WALTAIR-II SCHOOL</b>		
	VSC-ACM-MP-RFP-DWG-202-01	ELEVATION TYPE PLAN
	VSC-ACM-MP-RFP-DWG-202-02	SIGNAGE PLAN
	VSC-ACM-LS-RFP-DWG-212-01	GENERAL ARRANGEMENT & FURNITURE PLAN
	VSC-ACM-LS-RFP-DWG-212-02	LEVEL & DRAINAGE PLAN
	VSC-ACM-LS-RFP-DWG-212-03	LIGHTING PLAN
	VSC-ACM-LS-RFP-DWG-212-04	MATERIAL PLAN
	VSC-ACM-LS-RFP-DWG-212-05	SOFTSCAPE PLAN
<b>TYPICAL DETAILS</b>		
<b>FURNITURE</b>		
	VSC-ACM-LS-RFP-DWG-341-01	RAMP DETAILS
	VSC-ACM-LS-RFP-DWG-341-02	STEPS AND BENCHES DETAILS
	VSC-ACM-LS-RFP-DWG-341-03	PLANTER DETAILS
	VSC-ACM-LS-RFP-DWG-341-04	HANDRAIL DETAILS – 1
	VSC-ACM-LS-RFP-DWG-341-05	HANDRAIL DETAILS – 2
	VSC-ACM-LS-RFP-DWG-341-06	BICYCLE RACK
	VSC-ACM-LS-RFP-DWG-341-07	RETAINING WALL

<b>CHINNA WALTAIR-2 DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
<b>ARCHITECTURE DETAILS</b>		
	VSC-ACM-MP-RFP-DWG-342-01	BUILDING ELEVATION
	VSC-ACM-MP-RFP-DWG-342-02	BUILDING ELEVATION
	VSC-ACM-MP-RFP-DWG-342-03	BUILDING ELEVATION- FAÇADE FINISHES
	VSC-ACM-MP-RFP-DWG-342-04	SIGNAGE SUITE
	VSC-ACM-MP-RFP-DWG-342-05	SIGNAGE SUITE- GATEWAY SIGNAGE
	VSC-ACM-MP-RFP-DWG-342-06	SIGNAGE SUITE- GATEWAY SIGNAGE
	VSC-ACM-MP-RFP-DWG-342-07	CLASSROOMS (HIGH SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-08	CLASSROOMS (PRIMARY SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-09	CLASSROOMS (PRIMARY SCHOOL)
	VSC-ACM-MP-RFP-DWG-342-10	TOILET REFURBISHMENT
<b>HARDSCAPE</b>		
	VSC-ACM-LS-RFP-DWG-343-01	WALL & EGDE DETAILS
	VSC-ACM-LS-RFP-DWG-343-02	PAVING DETAILS
	VSC-ACM-LS-RFP-DWG-343-03	PLAYCOURT - VOLLEYBALL AND KABADDI COURT
	VSC-ACM-LS-RFP-DWG-343-04	PLAYCOURT - BADMINTON & MULTIPLAY COURT
<b>SOFTSCAPE</b>		

<b>CHINNA WALTAIR-2 DRAWING LIST</b>		
<b>SL.NO</b>	<b>DWG. NO.</b>	<b>SHEET TITLE</b>
	VSC-ACM-LS-RFP-DWG-344-01	SOFTSCAPE DETAILS
DRAINAGE		
	VSC-ACM-LS-RFP-DWG-345-01	DRAINAGE DETAILS

## **Annexures**

*The Drawings, including site plans, sections annexed in a separate folder.*

Annexure 1: Existing condition assessment

Annexure 2: Vision Concept Design & Benchmarking

Annexure 3: Drawings

Annexure 4: Bill of Quantities

Annexure 5: Technical Specifications for Various Works



## **PART 3 – Conditions of Contract and Contract Forms**





## **Section VIII. General Conditions of Contract**

## Table of Clauses

<b>A.</b>	<b>General.....</b>	<b>6</b>
1.	Definitions	6
2.	Interpretation	8
3.	Language and Law	9
4.	Project Manager’s Decisions	9
5.	Delegation	9
6.	Communications	9
7.	Subcontracting	9
8.	Other Implementing Agency’s	9
9.	Personnel and Equipment	10
10.	Employer’s and Implementing Agency’s Risks	10
11.	Employer’s Risks	10
12.	Implementing Agency’s Risks	11
13.	Insurance	11
14.	Site Data	12
15.	Implementing Agency to Construct the Works	12
16.	The Works to Be Completed by the Intended Completion Date	12
17.	Approval by the Project Manager	12
18.	Safety	12
19.	Discoveries	12
20.	Possession of the Site	13
21.	Access to the Site	13
22.	Instructions, Inspections and Audits	13
23.	Appointment of the Adjudicator	13
24.	Procedure for Disputes	14
25.	Corrupt and Fraudulent Practices	14
<b>B.</b>	<b>Time Control.....</b>	<b>14</b>
26.	Program	15
27.	Extension of the Intended Completion Date	15
28.	Acceleration	16
29.	Delays Ordered by the Project Manager	16
30.	Management Meetings	16
31.	Early Warning	16
<b>C.</b>	<b>Quality Control .....</b>	<b>16</b>
32.	Identifying Defects	16
33.	Tests	17
34.	Correction of Defects	17
35.	Uncorrected Defects	17

<b>D. Cost Control.....</b>	<b>17</b>
36. Contract Price	17
37. Changes in the Contract Price	17
38. Variations	18
39. Cash Flow Forecasts	18
40. Payment Certificates	18
41. Payments	19
42. Compensation Events	19
43. Tax 21	
44. Currencies	21
45. Price Adjustment	21
46. Retention	22
47. Liquidated Damages	22
48. Bonus22	
49. Advance Payment	22
50. Securities	23
51. Dayworks	23
52. Cost of Repairs	23
<b>E. Finishing the Contract .....</b>	<b>24</b>
53. Completion	24
54. Taking Over	24
55. Final Account	24
56. Operating and Maintenance Manuals	24
57. Termination	25
58. Payment upon Termination	26
59. Property	26
60. Release from Performance	26
61. Suspension of Bank Loan or Credit	27

## General Conditions of Contract

### A. General

<b>1. Definitions</b>	<p>1.1 Boldface type is used to identify defined terms.</p> <p>(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) The Adjudicator is the person appointed jointly by the Employer and the Implementing Agency to resolve disputes in the first instance, as provided for in GCC 23.</p> <p>(d) GoI means Government of India</p> <p>(e) Bill of Quantities and activity schedule means the priced and completed Bill of Quantities and activity schedule forming part of the Bid.</p> <p>(f) Compensation Events are those defined in GCC Clause 42 hereunder.</p> <p>(g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.</p> <p>(h) The Contract is the Contract between the Employer and the Implementing Agency to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.</p> <p>(i) The Implementing Agency is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(j) The Implementing Agency's Bid is the completed bidding document submitted by the Implementing Agency to the Employer.</p> <p>(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p>
-----------------------	--

	<p>(l) Days are calendar days; months are calendar months.</p> <p>(m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Implementing Agency.</p> <p>(o) The Defects Liability Period is the period <b>named in the PCC</b> pursuant to Sub-Clause 34.1 and calculated from the Completion Date.</p> <p>(p) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(q) The Employer is the party who employs the Implementing Agency to carry out the Works, <b>as specified in the PCC</b>.</p> <p>(r) Equipment is the Implementing Agency's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The Intended Completion Date is the date on which it is intended that the Implementing Agency shall complete the Works. The Intended Completion Date is <b>specified in the PCC</b>. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) Materials are all supplies, including consumables, used by the Implementing Agency for incorporation in the Works.</p> <p>(w) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(x) The Project Manager is the person <b>named in the PCC</b> (or any other competent person appointed by the</p>
--	--

	<p>Employer and notified to the Implementing Agency, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(y) PCC means Particular Conditions of Contract.</p> <p>(z) The Site is the area <b>defined as such in the PCC</b>.</p> <p>(aa) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(bb) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(cc) The Start Date is <b>given in the PCC</b>. It is the latest date when the Implementing Agency shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(dd) A SubImplementing Agency is a person or corporate body who has a Contract with the Implementing Agency to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(ee) Temporary Works are works designed, constructed, installed, and removed by the Implementing Agency that are needed for construction or installation of the Works.</p> <p>(ff) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(gg) The Works are what the Contract requires the Implementing Agency to construct, install, and turn over to the Employer, <b>as defined in the PCC</b>.</p>
<p><b>2. Interpretation</b></p>	<p>2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is <b>specified in the PCC</b>, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion</p>

	<p>Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Implementing Agency’s Bid,</li> <li>(d) Particular Conditions of Contract,</li> <li>(e) General Conditions of Contract, including Appendix,</li> <li>(f) Specifications,</li> <li>(g) Drawings,</li> <li>(h) Bill of Quantities / Activity schedule and</li> <li>(i) any other document <b>listed in the PCC</b> as forming part of the Contract.</li> </ul>
<b>3. Language and Law</b>	<p>3.1 The language of the Contract and the law governing the Contract are <b>stated in the PCC</b>.</p> <p>3.2 Throughout the execution of the Contract, the Implementing Agency shall comply with the import of goods and services prohibitions in the Employer’s country when</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or</li> </ul>
<b>4. Project Manager’s Decisions</b>	<p>4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Implementing Agency in the role representing the Employer.</p>
<b>5. Delegation</b>	<p>5.1 Otherwise <b>specified in the PCC</b>, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Implementing Agency, and may revoke any delegation after notifying the Implementing Agency.</p>
<b>6. Communications</b>	<p>6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.</p>
<b>7. Subcontracting</b>	<p>7.1 The Implementing Agency may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Implementing Agency’s obligations.</p>
<b>8. Other</b>	<p>8.1 The Implementing Agency shall cooperate and share the Site</p>

<b>Implementing Agencies</b>	with other Implementing Agencies, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Implementing Agencies, as <b>referred to in the PCC</b> . The Implementing Agency shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Implementing Agencies, and shall notify the Implementing Agency of any such modification.
<b>9. Personnel and Equipment</b>	<p>9.1 The Implementing Agency shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Implementing Agency to remove a person who is a member of the Implementing Agency’s staff or work force, stating the reasons, the Implementing Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>9.3 If the Employer, Project Manager or Implementing Agency determines, that any employee of the Implementing Agency be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p>
<b>10. Employer’s and Implementing Agency’s Risks</b>	10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Implementing Agency carries the risks which this Contract states are Implementing Agency’s risks.
<b>11. Employer’s Risks</b>	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the</p>



	<p style="text-align: center;">Implementing Agency.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer’s risk, or</p> <p>(c) the activities of the Implementing Agency on the Site after the Completion Date.</p>
<p><b>12. Implementing Agency’s Risks</b></p>	<p>12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Implementing Agency’s risks.</p>
<p><b>13. Insurance</b></p>	<p>13.1 The Implementing Agency shall provide, in the joint names of the Employer and the Implementing Agency, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles <b>stated in the PCC</b> for the following events which are due to the Implementing Agency’s risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p> <p>13.2 Policies and certificates for insurance shall be delivered by the Implementing Agency to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p>

	<p>13.3 If the Implementing Agency does not provide any of the policies and certificates required, the Employer may effect the insurance which the Implementing Agency should have provided and recover the premiums the Employer has paid from payments otherwise due to the Implementing Agency or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Data</b>	14.1 The Implementing Agency shall be deemed to have examined any Site Data <b>referred to in the PCC</b> , supplemented by any information available to the Implementing Agency.
<b>15. Implementing Agency to Construct the Works</b>	15.1 The Implementing Agency shall construct and install the Works in accordance with the Specifications and Drawings.
<b>16. The Works to Be Completed by the Intended Completion Date</b>	16.1 The Implementing Agency may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Implementing Agency, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
<b>17. Approval by the Project Manager</b>	<p>17.1 The Implementing Agency shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Implementing Agency shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Implementing Agency's responsibility for design of the Temporary Works.</p> <p>17.4 The Implementing Agency shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Implementing Agency for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p>
<b>18. Safety</b>	18.1 The Implementing Agency shall be responsible for the safety of all activities on the Site.
<b>19. Discoveries</b>	19.1 Anything of historical or other interest or of significant value

	<p>unexpectedly discovered on the Site shall be the property of the Employer. The Implementing Agency shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>
<b>20. Possession of the Site</b>	<p>20.1 The Employer shall give possession of all parts of the Site to the Implementing Agency. If possession of a part is not given by the date <b>stated in the PCC</b>, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p>
<b>21. Access to the Site</b>	<p>21.1 The Implementing Agency shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
<b>22. Instructions, Inspections and Audits</b>	<p>22.1 The Implementing Agency shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Implementing Agency shall keep, and shall make all reasonable efforts to cause its SubImplementing Agencies and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3 The Implementing Agency shall permit and shall cause its SubImplementing Agencies and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Implementing Agency's and its SubImplementing Agencies' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
<b>23. Appointment of the Adjudicator</b>	<p>23.1 The Adjudicator shall be appointed jointly by the Employer and the Implementing Agency, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, if the Adjudicator not appointed, the same may be appointed by the Employer within 14 days of receipt of such request from the Implementing Agency .</p>

	<p>23.2 Should the Adjudicator resign or die, or should the Employer and the Implementing Agency agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Implementing Agency, within 30 days, the Adjudicator shall be designated by the Appointing Authority <b>designated in the PCC</b> at the request of either party, within 14 days of receipt of such request.</p>
<p><b>24. Procedure for Disputes</b></p>	<p>24.1 If the Implementing Agency believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.</p> <p>24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>24.3 The Adjudicator shall be paid by the hour at the <b>rate specified in the PCC</b>, together with reimbursable expenses of the types <b>specified in the PCC</b>, and the cost shall be divided equally between the Employer and the Implementing Agency, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.</p> <p>24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place <b>specified in the PCC</b>.</p>
<p><b>25. Corrupt and Fraudulent Practices</b></p>	<p>25.1 The Employer requires compliance with Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption</p> <p>25.2 The Employer requires the Implementing Agency to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

## B. Time Control

<p><b>26. Program</b></p>	<p>26.1 Within the time <b>stated in the PCC</b>, after the date of the Letter of Acceptance, the Implementing Agency shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Implementing Agency shall submit to the Project Manager for approval an updated Program at intervals no longer than the period <b>stated in the PCC</b>. If the Implementing Agency does not submit an updated Program within this period, the Project Manager may withhold the amount <b>stated in the PCC</b> from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Implementing Agency shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>26.4 The Project Manager’s approval of the Program shall not alter the Implementing Agency’s obligations. The Implementing Agency may revise the Program and submit it to the Project Manager again at any time. A revised Program may show the effect of Variations and Compensation Events.</p>
<p><b>27. Extension of the Intended Completion Date</b></p>	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Implementing Agency taking steps to accelerate the remaining work, which would cause the Implementing Agency to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Implementing Agency asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Implementing Agency has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>

<b>28. Acceleration</b>	28.1 When the Employer wants the Implementing Agency to finish before the Intended Completion Date. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Implementing Agency.
<b>29. Delays Ordered by the Project Manager</b>	29.1 The Project Manager may instruct the Implementing Agency to delay the start or progress of any activity within the Works.
<b>30. Management Meetings</b>	<p>30.1 Either the Project Manager or the Implementing Agency may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
<b>31. Early Warning</b>	<p>31.1 The Implementing Agency shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase and/or decrease in the Contract Price, or delay the execution of the Works. The Project Manager may require the Implementing Agency to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Implementing Agency as soon as reasonably possible.</p> <p>31.2 The Implementing Agency shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>

### **C. Quality Control**

<b>32. Identifying Defects</b>	32.1 The Project Manager shall check the Implementing Agency's work and notify the Implementing Agency of any Defects that are found. Such checking shall not affect the Implementing Agency's responsibilities. The Project Manager may instruct the Implementing Agency to search for a Defect and to uncover and
--------------------------------	---

	test any work that the Project Manager considers may have a Defect.
<b>33. Tests</b>	33.1 If the Project Manager instructs the Implementing Agency to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Implementing Agency shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
<b>34. Correction of Defects</b>	34.1 The Project Manager shall give notice to the Implementing Agency of any Defects before the end of the Defects Liability Period, which begins at Completion, and is <b>defined in the PCC</b> . The Defects Liability Period shall be extended for as long as Defects remain to be corrected.  34.2 Every time notice of a Defect is given, the Implementing Agency shall correct the notified Defect within the length of time specified by the Project Manager's notice.
<b>35. Uncorrected Defects</b>	35.1 If the Implementing Agency has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Implementing Agency shall pay this amount.

#### **D. Cost Control**

<b>36. Contract Price</b>	36.1 The Implementing Agency shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Implementing Agency. The Activity Schedule is used to monitor and control the performance of activities on which basis the Implementing Agency will be paid. If payment for materials on site shall be made separately, the Implementing Agency shall show delivery of Materials to the Site separately on the Activity Schedule
<b>37. Changes in the Contract Price</b>	37.1 The Activity Schedule shall be amended by the Implementing Agency to accommodate changes of Program or method of working made at the Implementing Agency's own discretion. Prices in the Activity Schedule shall not be altered when the Implementing Agency makes such changes to the Activity Schedule.  37.2 If requested by the Project Manager, the Implementing Agency shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.  37.3 If the final quantity of the work done differs from the quantity in

	<p>the estimated Bill of Quantities for the particular item by more than 25 percent, provided the overall contract amount shall not exceed by exceeds ten (10) percent of the accepted Contract Price, No variation in price adjustment of the contract price is applicable. If the variation amount exceeds by more than 10% of the accepted contract amount, the excess amount more than 10% shall be adjusted as per the rates from change in quantities supported by the requisite documents. The Project Manager shall adjust the rate to allow for the change with the prior approval of the Employer.</p>
<p><b>38. Variations</b></p>	<p>38.1 All Variations shall be included in updated Programs and Activity Schedules produced by the Implementing Agency.</p> <p>38.2 The Implementing Agency shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Implementing Agency’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Implementing Agency’s costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Implementing Agency shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
<p><b>39. Cash Flow Forecasts</b></p>	<p>39.1 When the Program and activity schedule is updated, the Implementing Agency shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>
<p><b>40. Payment Certificates</b></p>	<p>40.1 The Implementing Agency shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Implementing Agency’s monthly statement and certify the amount to be paid to the</p>



	<p>Implementing Agency.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule</p> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
<b>41. Payments</b>	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Implementing Agency the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Implementing Agency shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Implementing Agency shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p> <p>41.5 The certified payments shall be made as specified in the PCC.</p>
<b>42. Compensation Events</b>	<p>42.1 The following shall be Compensation Events:</p> <p>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.</p>

	<p>(b) The Employer modifies the Schedule of Other Implementing Agencies in a way that affects the work of the Implementing Agency under the Contract.</p> <p>(c) The Project Manager orders a delay or does not issue Drawings/approved drawings (as the case may be), Specifications, or instructions required for execution of the Works on time.</p> <p>(d) The Project Manager instructs the Implementing Agency to uncover or to carry out additional tests upon work, which is then found to have no Defects.</p> <p>(e) The Project Manager unreasonably does not approve a subcontract to be let.</p> <p>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</p> <p>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</p> <p>(h) Other Implementing Agencies, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Implementing Agency.</p> <p>(i) The advance payment is delayed, if any.</p> <p>(j) The effects on the Implementing Agency of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>42.3 As soon as information demonstrating the effect of each Compensation Event upon the Implementing Agency's forecast cost has been provided by the Implementing Agency, it shall be</p>
--	---

	<p>assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Implementing Agency’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Implementing Agency shall react competently and promptly to the event.</p> <p>42.4 The Implementing Agency shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Implementing Agency’s not having given early warning or not having cooperated with the Project Manager.</p>
<b>43. Tax</b>	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Implementing Agency, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.</p>
<b>44. Currencies</b>	<p>44.1 Where payments are made in currencies other than the currency of the Employer’s country <b>specified in the PCC</b>, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Implementing Agency’s Bid.</p>
<b>45. Price Adjustment</b>	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if <b>provided for in the PCC</b>. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Imc/Ioc}$ <p>where:</p> <p><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”</p> <p><math>A_c</math> and <math>B_c</math> are coefficients <b>specified in the PCC</b>, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and</p> <p><math>\text{Imc}</math> is the index prevailing at the end of the month being invoiced and <math>\text{Ioc}</math> is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”</p>

	<p>45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
<b>46. Retention</b>	<p>46.1 The Employer shall retain from each payment due to the Implementing Agency the proportion <b>stated in the PCC</b> until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Implementing Agency and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Implementing Agency before the end of this period have been corrected. The Implementing Agency may substitute retention money with an “on demand” Bank guarantee.</p>
<b>47. Liquidated Damages</b>	<p>47.1 The Implementing Agency shall pay liquidated damages to the Employer at the rate per day <b>stated in the PCC</b> for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount <b>defined in the PCC</b>. The Employer may deduct liquidated damages from payments due to the Implementing Agency. Payment of liquidated damages shall not affect the Implementing Agency’s liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Implementing Agency by adjusting the next payment certificate. The Implementing Agency shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.</p>
<b>48. Bonus</b>	<p>48.1 The Implementing Agency shall be paid a Bonus calculated at the rate per calendar day <b>stated in the PCC</b> for each day (less any days for which the Implementing Agency is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>
<b>49. Advance Payment</b>	<p>49.1 The Employer shall make advance payment to the Implementing Agency of the amounts <b>stated in the PCC</b> by the date <b>stated in the PCC</b>, against provision by the Implementing Agency of an Unconditional Bank Guarantee in a form and by a bank</p>

	<p>acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Implementing Agency. Interest shall not be charged on the advance payment.</p> <p>49.2 The Implementing Agency is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Implementing Agency shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Implementing Agency, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<b>50. Securities</b>	<p>50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount <b>specified in the PCC</b>, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date sixty (60) days from the date of contract completion including defect liability period.</p>
<b>51. Dayworks</b>	<p>51.1 If applicable, the Dayworks rates in the Implementing Agency's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>51.2 All work to be paid for as Dayworks shall be recorded by the Implementing Agency on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>51.3 The Implementing Agency shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>
<b>52. Cost of Repairs</b>	<p>52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Implementing Agency at the Implementing Agency's cost if the loss or damage</p>

	arises from the Implementing Agency’s acts or omissions.
--	--

### **E. Finishing the Contract**

<b>53. Completion</b>	53.1 The Implementing Agency shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
<b>54. Taking Over</b>	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.
<b>55. Final Account</b>	55.1 The Implementing Agency shall supply the Project Manager with a detailed account of the total amount that the Implementing Agency considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Implementing Agency within 56 days of receiving the Implementing Agency’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Implementing Agency and issue a payment certificate.
<b>56. Operating and Maintenance Manuals</b>	<p>56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Implementing Agency shall supply them by the dates <b>stated in the PCC</b>.</p> <p>56.2 If the Implementing Agency does not supply the Drawings and/or manuals by the dates <b>stated in the PCC</b> pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount <b>stated in the PCC</b> from payments due to the Implementing Agency.</p>

<b>57. Termination</b>	<p>57.1 The Employer or the Implementing Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"><li>(a) the Implementing Agency stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li><li>(b) the Project Manager instructs the Implementing Agency to delay the progress of the Works, and the instruction is not withdrawn within 28 days;</li><li>(c) the Employer or the Implementing Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li><li>(d) a payment certified by the Project Manager is not paid by the Employer to the Implementing Agency within 84 days of the date of the Project Manager's certificate;</li><li>(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Implementing Agency fails to correct it within a reasonable period of time determined by the Project Manager;</li><li>(f) the Implementing Agency does not maintain a Security, which is required;</li><li>(g) the Implementing Agency has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as <b>defined in the PCC</b>; or</li><li>(h) if the Implementing Agency, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Implementing Agency, terminate the Contract and expel him from the Site.</li></ul> <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the</p>
------------------------	---

	<p>Contract for convenience.</p> <p>57.5 If the Contract is terminated, the Implementing Agency shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
<b>58. Payment upon Termination</b>	<p>58.1 If the Contract is terminated because of a fundamental breach of Contract by the Implementing Agency, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as <b>specified in the PCC</b>. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Implementing Agency, the difference shall be a debt payable to the Employer.</p> <p>58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Implementing Agency's personnel employed solely on the Works, and the Implementing Agency's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>
<b>59. Property</b>	<p>59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Implementing Agency's default.</p>
<b>60. Release from Performance</b>	<p>60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Implementing Agency, the Project Manager shall certify that the Contract has been frustrated. The Implementing Agency shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>



<b>61. Suspension of Bank Loan or Credit</b>	<p>61.1 In the event that the Government of India (GoI) and/or State Government (Government of Andhra Pradesh) suspends the Loan or Credit to the Employer, from which part of the payments to the Implementing Agency are being made:</p> <p>(a) The Employer is obligated to notify the Implementing Agency of such suspension within 7 days of having received the Government of India (GoI) and/or State Government (Government of Andhra Pradesh) suspension notice.</p> <p>(b) If the Implementing Agency has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Implementing Agency may immediately issue a 14-day termination notice.</p>
--	---



## Section IX. Particular Conditions of Contract

*Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.*

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is: Government of India (GoI) and Government of Andhra Pradesh (GoAP)
<b>GCC 1.1 (s)</b>	The Employer is : Greater Vishakhapatnam Smart City Corporation Limited <i>Authorized representative: _____</i>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <i>As specified in the scope of works</i>
<b>GCC 1.1 (y)</b>	The Project Manager is :  Authorized Representative:
<b>GCC 1.1 (aa)</b>	The Site is located at  (i) Lot-1 : : KDPM High School in ward number -Modernizing KDPM High School in ward number 17 of Greater Visakhapatnam  (ii) Lot-2 : Modernizing MVD Primary and High School in ward Number 20 of Greater Visakhapatnam  (iii) Lot 3: Modernizing GVMC Primary School in ward number 18 of Greater Visakhapatnam.
<b>GCC 3.1</b>	The language of the contract is <i>English</i> .  The law that applies to the Contract is the law of <i>India</i> .
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other Implementing Agencies:  <i>[insert Schedule of Other Implementing Agencies, if appropriate]</i>
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:  (a) For loss or damage to the Works, Plant and Materials, For loss or damage to Equipment, for loss or damage to property (except the

	Works, Plant, Materials, and Equipment) in connection with Contract , For loss or damage to Equipment, for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract and for personal injury or death (of the Implementing Agency’s employees and of other people) : equivalent to the accepted <i>value of the contract</i> .																			
<b>GCC 14.1</b>	Site Data are: <i>the sites of the Lot1, Lot2 and Lo3</i>																			
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <i>within 7 days from the date of signing the contract</i>																			
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <i>Commissioner Greater Visakhapatnam Municipal Corporation, Visakhapatnam</i>																			
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>To be notified at the time of appointment of the Adhucator.</i>																			
<b>GCC 24.4</b>	<i>[The arbitration shall be as per the</i> Institution whose arbitration procedures shall be used: The Indian Council of Arbitration, new Delhi (india) as per Indian Arbitration and conciliation act 1996 in along with subsequent amendments if any.  The place of arbitration shall be: <i>Visakhapatnam, India</i>																			
<b>B. Time Control</b>																				
<b>GCC 26.1</b>	The Implementing Agency shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.																			
<b>GCC 26.3</b>	The period between Program updates is <i>monthly</i> .																			
<b>C. Quality Control</b>																				
<b>GCC 34.1</b>	The Defects Liability Period After issue of project completion certificate – lot wise is for For IT Equipment’s and Other Equipment’s / Materials : Two (02 Years).																			
<b>GCC 41.5</b>	<p><b>Deliverable and Payment Stages</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #FFD700;"> <th colspan="5">Identity &amp; Health</th> </tr> <tr style="background-color: #FFD700;"> <th>Sr. No</th> <th>Package</th> <th>Report Submission / Delivery / Stage</th> <th>Duration</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">1</td> <td style="color: #0070C0;"><b>Pre Construction Stage</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hardscape/Landscape, External Development</td> <td>Submission &amp; Approval of</td> <td style="text-align: center;">4 Weeks</td> <td style="text-align: center;"><b>10%</b></td> </tr> </tbody> </table>	Identity & Health					Sr. No	Package	Report Submission / Delivery / Stage	Duration	Payment	1	<b>Pre Construction Stage</b>				Hardscape/Landscape, External Development	Submission & Approval of	4 Weeks	<b>10%</b>
Identity & Health																				
Sr. No	Package	Report Submission / Delivery / Stage	Duration	Payment																
1	<b>Pre Construction Stage</b>																			
	Hardscape/Landscape, External Development	Submission & Approval of	4 Weeks	<b>10%</b>																

		Works	Surveys / Investigations / Designs & Good for Construction Drawings		
2	<b>Construction Stage</b>			20 Weeks	
	Hardscape/Landscape		Stage Submission and Approval Reports		<b>70%</b>
	Excavation & Levelling				5%
	Sub-base/PCC works				10%
	Paving & Finishes				15%
	Planting & Site Furniture				15%
	Play courts/Play fields				15%
	Testing, Inspection of all services				10%
	Development Works (including facades)				<b>10%</b>
	Façade cleaning, preparation, setting out				
	Civil works like plastering, Painting etc..				
3	<b>Defects liability Period</b>		<b>After issue of project completion certificate – lot wise</b>	104 Weeks	<b>10%</b>
	For IT Equipment's				
	Other Equipment's / Materials				

<b>E Learning</b>				
<b>Sr. No</b>	<b>Deliverables*</b>		<b>Duration</b>	<b>Payment</b>
1	<b>Design, Supply, Install, Seamless Integration with Software, Testing and Commission of Complete Education Package to meet the objectives</b>		12 Weeks	40%
	Stage 1	Surveys/ Investigation and Due		10%

			diligence Report Submission		
		Stage 2	Submission & Approval of Design solution to seamlessly integrate all proposed digital solutions		10%
		Stage 3	Satisfactory Completion Certificate of Installation & implementation of the design solution		10%
		Stage 4	Satisfactory Completion Certificate of Capacity Building Works		10%
	2	<b>Operation &amp; Maintenance</b>	Quarterly Payment on Satisfactory Certificate of Working of E Learning Equipment	156 Weeks	60%
		*After issue of project completion certificate – lot wise and Payment is made quarterly.			

### D. Cost Control

<b>GCC 44.1</b>	The currency of the Employer's country is: Indian Rupees
<b>GCC 45.1</b>	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.
<b>GCC 46.1</b>	The proportion of payments retained is: <i>5% for the certified payments.</i>
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are 0.1 % (zero point one percent) <i>of the final Contract Price</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the final Contract Price.
<b>GCC 48.1</b>	The Bonus for the whole of the Works is <i>Not applicable</i>
<b>GCC 49.1</b>	The Advance Payments shall is not applicable

<b>GCC 50.1</b>	The Performance Security amount is 5% of the accepted contract amount <i>in the form of</i> Bank Guarantee.
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is during implementation stage.  The date by which “as built” drawings are required within one month after the completion of the work.
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>1% of the Final Contract amount.</i>





## **Section X - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### **Table of Forms**

<b>Letter of Acceptance .....</b>	<b>36</b>
<b>Contract Agreement .....</b>	<b>37</b>
<b>Performance Security (Bank Guarantee) .....</b>	<b>39</b>

# Letter of Acceptance

*[ on letterhead paper of the Employer]*

..... *[date]* .....

To: ..... *[ name and address of the Implementing Agency]* .....

Subject: ..... *[Notification of Award Contract No]* .....

This is to notify you that your RfP/Bid dated . . . . *[insert date]* . . . . for execution of the . . . .  
.....*[insert name of the contract and identification number, as given in the PCC]* .....  
for the Accepted Contract Amount of . . . . .*[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X. Contract Forms, of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between . . . . .  
. *[name of the Employer]*. . . . . (hereinafter “the Employer”), of the one part, and . . . . .  
*[name of the Implementing Agency]*. . . . .(hereinafter “the Implementing Agency”), of the other  
part:

WHEREAS the Employer desires that the Works known as . . . . . *[name of the Contract]*. . . .  
. should be executed by the Implementing Agency, and has accepted a Bid by the  
Implementing Agency for the execution and completion of these Works and the  
remedying of any defects therein,

The Employer and the Implementing Agency agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) the Letter of Acceptance
  - (ii) the Letter of Bid
  - (iii) the addenda Nos \_\_\_\_\_ (if any)
  - (iv) the Particular Conditions
  - (v) the General Conditions of Contract, including appendix;
  - (vi) the Specification
  - (vii) the Drawings
  - (viii) Activity Schedule and
  - (ix) any other document **listed in the PCC** as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Implementing Agency as specified in this Agreement, the Implementing Agency hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . *[name of the borrowing country]*. . . .on the day, month and year specified above.

Signed by: .....  
for and on behalf of the Employer

Signed by: .....  
for and on behalf the Implementing Agency

in the  
presence of: .....  
Witness, Name, Signature, Address, Date

in the  
presence of: .....  
Witness, Name, Signature, Address, Date

## Performance Security (Bank Guarantee)

### Option 1: (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Implementing Agency, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *\_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***