



Ref: TSCCL/Projects/03 (E-VEHICLE)/2017

**Request for Proposal (RFP) for
Procurement, Operation & Maintenance of
E-Vehicles (for door to door Waste
Collection), GPS tracking, Public
announcement, Comprehensive Warranty,
Construction of Service cum Battery
Charging station under Implementation of
the Smart City Mission in Tirupati**

Issued by:
Managing Director,
Tirupati Smart City Corporation Limited, Tirupati,
Andhra Pradesh - 517501
Email: tsccltirupati@gmail.com

TIRUPATI SMART CITY CORPORATION LIMITED
(TSCCL)

Ref: TSCCL/Projects/03 (E-VEHICLE)/2017

REQUEST FOR PROPOSAL (RFP)

TSCCL desires to invite Request for Proposal (RFP) for selection of “**Procurement, Operation & Maintenance of E-Vehicles (for door to door Waste Collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging station**” in Tirupati under Smart City Mission. The detailed RFP including EMD, TOR, Eligibility criteria etc., can be downloaded from website of www.apecurement.gov.in from 28-10-2017 onwards.

The last date for online submission of bids is 10-11-2017 up to 17:00 hrs.

For more details contact:

Tirupati Smart City Corporation Limited.

E-mail: tsccltirupati@gmail.com

CC: Rajendra.Raut@aecom.com

Sd/-
Managing Director,
TSCCL

Bidding Document

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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	28-10-2017 from 15:00 hrs
2	Last date of receipt of queries on RFP by e-mail :	04-11-2017 upto 17:00 hrs
3	Posting of response to queries	07-11-2017 by 17:00 hrs
4	Last date for submission of Bids on Online	15-11-2017 upto 17:00 hrs
5	Last date for submission of Bids by Hardcopy	18-11-2017 upto 13:00 hrs
6	Date of opening of technical bids	15-11-2017 at 17:00 hrs
7	Date of Presentation	18-11-2017 at 10:00 hrs
8	Date of opening of Financial Bid	18-11-2017 at 14:00 hrs

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, the Employer, as **specified in the BDS**, issues this Request for proposal (the “RFP”) (Bidding Documents) for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and Procurement, Operation & Maintenance of E-Vehicles (for door to door Waste Collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging station (Further referred as “contract”) of this bidding are specified in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (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
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 Employer has received financing (hereinafter called “funds”) from the Government of India (GoI) and Government of Andhra Pradesh (GoAP) towards 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.
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The Employer requires compliance to corrupt and fraudulent practices as set forth in Section VI.
 - 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.
- 4. Eligible Bidders**
 - 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

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

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.

- 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 Agency or sub-consultants for any part of the Contract including related Services.
- 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 **specified in the BDS.**
- 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

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.
- 5. Eligible Materials, Equipment and Services**
- 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. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 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.

PART 1 Bidding Procedures

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

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 62 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 63 Unless obtained directly from the AP E-Procurement Platform, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, 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.
- 64 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.
- 65 The Bid Processing at the cost specified in the BDS**
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 71 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries. 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 **specified in the BDS**. The Employer may upload its response on employer's website, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, 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.
- 72 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.
- 73 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.

74 **If so specified in the BDS**, 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.

75 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than period specified in BDS before the meeting.

76 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.

8. Amendment of Bidding Document

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.

C. Preparation of Bids

9. Cost of Bidding

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.

- 10. Language of Bid** 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 **specified in the BDS**. 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 **specified in the BDS**, 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 **specified in the BDS**
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (i) Letter of Bid in accordance with ITB 12;
 - (ii) Completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
 - (iii) Bid Security in accordance with ITB 19.1;
 - (iv) Alternative bids, if permissible, in accordance with ITB 13;
 - (v) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (vi) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (vii) Technical Proposal in accordance with ITB 16; and
 - (viii) Any other document **required in the BDS**.
- 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.
- 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.
- 12. Letter of Bid and Schedules** 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.

- 13. Alternative Bids**
- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, 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 **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts**
- 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 contract, 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 **Unless otherwise provided in the BDS** 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 Procurement, Operation & Maintenance of E-Vehicles (for door to door Solid waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging station (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 Contract within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all works as stated (contract) 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, shall be included in the total bid price submitted by the Bidder.
- 15. Currencies of Bid and Payment** 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 16. Documents Comprising the Technical Proposal** 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.
- 17. Documents Establishing the Qualifications of the Bidder** 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.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** 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:
- (a) In the case of fixed price contract, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contract, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a bid security **as specified in the BDS**, in original form in the amount and currency **specified in the BDS**.
- 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:
- (a) an unconditional guarantee issued by a bank (scheduled commercial bank)

from an eligible country on the name of the Employer as **specified in the BDS**. 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 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 ninety (90) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 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.
- 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.
- 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.
- 19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
- (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
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 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 Award mentioned in ITB 4.1 and ITB 11.2.
- 19.9 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
 - (b) if the successful Bidder fails to: sign the Contract in

accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Employer may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 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 **specified in the BDS**, 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.
- 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 **specified in the BDS** 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.
- 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.
- 20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 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 & the copies shall then be enclosed in one single envelope (Physically and/or digitally as the case may be).

21.2 The inner and outer envelopes (physically and digitally as the case may be) shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
- (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning (on physically submission envelop) not to open before the time and date for bid opening.

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.

21.4 The bidder would be required to register on the e-procurement market place www.a procurement.gov.in and submit their bids online.

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 As prevalent Government GST Norms + Bank Charges for Credit Card Transaction of 1.80% on the transaction Amount payable to M/s. Vupadi Technologies Shall be applicable.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, 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.

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.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any

bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

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:

- (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
- (b) Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

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.

25. Bid Opening

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 **specified in the BDS**, 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 **as specified in the BDS**.

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

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.

- 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, 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 **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 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,
- 25.5 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.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 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.
- 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.
- 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

so in writing.

- 27. Clarification of Bids**
- 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.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 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,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (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
 - (b) if rectified, would unfairly affect the competitive position of

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.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity 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).

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(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;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the

total shall be corrected; and

- (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.

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.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders shall not apply.

34. Sub Implementing Agencies

34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-Implementing Agency selected in advance by the Employer.

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 Agencies.

34.3 Bidders may propose subcontracting up to the percentage of total value of Contract or the volume of works as **specified in the BDS**.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a bid, the Employer shall consider the following:

- (a) The selection is based on Lowest Quoted rates (L₁) as **specified in BDS**

- (b) 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. 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**.
- (c) Following the ranking of combined technical and financial criteria and lowest financial bid, the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given here under.
- (d) 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.
- (e) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary, but including all works items, where priced competitively;
- (f) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (g) price adjustment due to discounts offered in accordance with ITB 14.4;
- (h) converting the amount resulting from applying (f) to (h) above, if relevant, to a single currency in accordance with ITB 32;
- (i) price adjustment for nonconformities in accordance with ITB 30.3;
- (j) 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 Contract, 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.
- 36. Comparison of Bids**
- 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.
- 37. Qualification of the Bidder**
- 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.

- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 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.

F. Award of Contract

- 39. Award Criteria**
- 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.
- 40. Notification of Award**
- 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 the following information:
- (i) name of each Bidder who submitted a Bid;
 - (ii) name of bidders whose bids were rejected and the reasons for their rejection; and
 - (iii) name of the bidders who qualify for financial bids;
 - (v) name of the winning Bidder,
- 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.

- 41. Signing of Contract**
- 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.
- 42. Performance Security**
- 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 **specified in the BDS**. The performance security shall be furnished in the form of an **unconditional guarantee issued by a bank (scheduled commercial bank)** from an eligible country on the name of the Employer as **specified in the BDS**. 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.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, 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

ITB 1.1	The Employer is: Tirupati Smart City Corporation Limited (TSCCL) Tirupati
ITB 1.1	The name of the bidding process is: Request for Proposal (RFP) for Procurement, Operation & Maintenance of E-Vehicles (for door to door Waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging station” in the Area Based Development (ABD) in Tirupati
ITB 2.1	The name of the Project is: Procurement, Operation & Maintenance of E-Vehicles (for door to door Waste Collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging station” in the Area Based Development (ABD) in Tirupati
ITB 4.1	Maximum number of members in the JV shall be: Three (03)
ITB 4.3	Submission of incorporation or registration certificate of the bidder (all entities in case of JV or proposed sub-Implementing Agency or sub-consultants) is mandatory
ITB 6.5	The Bid processing fee is INR 10,000/- (Rupees Ten Thousand Only)

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer’s address is: Attention: Managing Director, TSCCL
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	<p>Electronic mail address: tsccltirupati@gmail.com with a copy to Rajendra.Raut@aecom.com</p> <p>Requests for clarification should be received by the Employer no later than: Refer Key dates.</p>
ITB 7.1	Web page: www.aeprocurement.gov.in
ITB 7.4	<p>A Pre-Bid meeting shall take place. It will be at the following date, time and place: Refer Key dates</p> <p>Place: Office of Managing director, TSCCL, C/O Tirupati Municipal Corporation, Tirupati</p> <p>A site visit conducted by the Employer shall be organized on the written request of the bidder. The bidder shall intimate the Employer for site visit through Electronic mail tsccltirupati@gmail.com at least three (03) days in advance.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</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>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> (i) Bid Security (ii) Power of Attorney for signing of the Bid (iii) If JV, JV Agreement or Letter of Intent (iv) Bid-Securing Declaration : not be under suspension from bidding by GoI or State Govt.(s) or the Employer or Multilateral Funding Agencies

	<p>(v) Unconditional Technical Proposal including all forms</p> <p>(vi) Unconditional Financial Proposal <u>(electronically submission only)</u></p> <p>Note: If the conditional technical and financial proposal submitted, the bid shall be considered as non-responsive.</p>
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.5	The prices quoted by the Bidder <i>shall not be subject</i> to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: Indian Rupees (INR).
ITB 18.1	The bid validity period shall be: Ninety (90) Days from the date of on line submission of Bids on the Employer's web portal.
ITB 18.3 (a)	The base date shall be the last date of Bid Validity (90 days from the date of submission of online bids).
ITB 19.1	<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 7,50,000/- (INR Seven Lakh Fifty Thousand only)</p> <p>in the form of Bank Guarantee (as per format attached in RFP)</p> <p>Note: Bid Security is required for Contract 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.</p>
ITB 19.2	Not Applicable
ITB 19.3	The Bid Security shall be drawn in favour of Managing Director Tirupati Smart City Corporation Limited and payable at

	Tirupati (Andhra Pradesh-India).
ITB 19.9	Not Applicable
ITB 20.1	<p>In addition to the original of the bid, the number of copies is: One (01)</p> <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><i>Note:</i></p> <p>(i) <i>If any discrepancy found between the online submission and the physical submission, the bid submitted online shall prevail and be considered as final.</i></p> <p>(j) <i>Both Physical and online bid submission are mandatory, if anyone is not submitted, the bid shall be considered as <u>non-responsive bid</u>.</i></p>
ITB 20.2	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

ITB 21.1	Financial Bid submission only electronically
ITB 22.1	<p>For bid submission (*physical Submission) purposes 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, TSCCL, C/O Tirupati Municipal Corporation, Tirupati</i></p> <p>For online Submission :</p> <p>www.apecurement.gov.in</p> <p>The deadline for bid submission is: As stated in Key Dates</p>
ITB 25.1	<p>The bid opening (Electronically and physically) shall take place at:</p> <p><u>Office of Managing director, Tirupati Smart City Corporation Limited (TSCCL), Tirupati Municipal Corporation, 13-29-M9-1-00, Tilak Road, East Tirupati, Chittoor District, Andhra Pradesh. Pin Code : 517501</u></p>

ITB 25.3

The Letter of Bid shall be initialed by all the representatives of the Employer conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.1	<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: Indian Rupees (INR)</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: Deadline/Last date for submission of proposals (electronically)</p>
ITB 33.1	A margin of preference <i>shall not</i> apply.
ITB 34.2	Not Applicable
ITB 35.2 (a)	Lowest Coated Rates (L ₁)
ITB 35.2 (c)	Annexures is enclosed in a separate folder

F. Award of Contract

ITB 42.1	<p>The performance security shall be 5% of the accepted contract amount. On receipt of the performance security by the employer, the bid security of the successful bidder shall be returned.</p>
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

Enclosed as Annexures - I

Section IV - Bidding Forms

Enclosed as Annexure – II

Section V - Eligible Countries

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

Not Applicable

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

Enclosed as Annexure – III

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PART 3 – Conditions of Contract and Contract Forms

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Section VIII. General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions	<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>
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	<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 named in the PCC 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, as specified in the PCC.</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 specified in the PCC. 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 named in the PCC (or any other competent person appointed by the</p>
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	<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 defined as such in the PCC.</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 given in the PCC. 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 Sub-Implementing 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, as defined in the PCC.</p>
<p>2. Interpretation</p>	<p>21 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>22 If sectional completion is specified in the PCC, 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"> (a) Agreement, (b) Letter of Acceptance, (c) Implementing Agency's Bid, (d) Particular Conditions of Contract, (e) General Conditions of Contract, including Appendix, (f) Specifications, (g) Drawings, (h) Bill of Quantities / Activity schedule and (i) any other document listed in the PCC as forming part of the Contract.
3. Language and Law	<p>3.1 The language of the Contract and the law governing the Contract are stated in the PCC.</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"> (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
4. Project Manager's Decisions	<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>
5. Delegation	<p>5.1 Otherwise specified in the PCC, 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>
6. Communications	<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>
7. Subcontracting	<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>
8. Other	<p>8.1 The Implementing Agency shall cooperate and share the Site</p>

Implementing Agencies	with other Implementing Agencies, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Implementing Agencies, as referred to in the PCC . 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.
9. Personnel and Equipment	<p>91 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>92 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>93 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>
10. Employer’s and Implementing Agency’s Risks	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.
11. Employer’s Risks	<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>12. Implementing Agency’s Risks</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>13. Insurance</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 stated in the PCC 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 & E Vehicles (for door to door Solid waste collection);</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, Equipment and E Vehicle) 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>
14. Site Data	14.1 The Implementing Agency shall be deemed to have examined any Site Data referred to in the PCC , supplemented by any information available to the Implementing Agency.
15. Implementing Agency to Construct the Works	15.1 The Implementing Agency shall construct and install the Works in accordance with the Specifications and Drawings.
16. The Works to Be Completed by the Intended Completion Date	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.
17. Approval by the Project Manager	<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>
18. Safety	18.1 The Implementing Agency shall be responsible for the safety of all activities on the Site.
19. Discoveries	19.1 Anything of historical or other interest or of significant value

	<p>unexpectedly discovered on the Site shall be the property of the Government. The Implementing Agency shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>
20. Possession of the Site	<p>20.1 The Employer shall handover the Site to the Implementing Agency to execute work as per contract. The implementation agency will maintain the given site for project period and handover to employer after completion project period. The title and ownership of property will remain with employer..</p>
21. Access to the Site	<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>
22. Instructions, Inspections and Audits	<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 Sub Implementing Agencies and sub consultants 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 Sub Implementing Agencies / Project Manager and sub consultants 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 Sub Implementing Agencies' and sub consultants' 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>
23. Appointment of the Adjudicator	<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 designated in the PCC at the request of either party, within 14 days of receipt of such request.</p>
<p>24. Procedure for Disputes</p>	<p>241 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>242 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>243 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, 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>244 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.</p>
<p>25. Corrupt and Fraudulent Practices</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>26. Program</p>	<p>26.1 Within the time stated in the PCC, 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 stated in the PCC. If the Implementing Agency does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC 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>27. Extension of the Intended Completion Date</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</p>

	Completion Date.
28. Acceleration	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.
29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Implementing Agency to delay the start or progress of any activity within the Works.
30. Management Meetings	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. 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.
31. Early Warning	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. 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.

C. Quality Control

32. Identifying Defects	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
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	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.
33. Tests	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.
34. Correction of Defects	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 defined in the PCC . 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.
35. Uncorrected Defects	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

36. Contract Price	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
37. Changes in the Contract Price	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

	<p>of any rate in the Bill of Quantities.</p> <p>37.3 If the final quantity of the work done differs from the quantity in 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>
38. Variations	<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>
39. Cash Flow Forecasts	<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>
40. Payment Certificates	<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 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>
41. Payments	<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>
42. Compensation Events	<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</p>

	<p>the Site Possession Date pursuant to GCC Sub-Clause 20.1.</p> <ul style="list-style-type: none"> (b) The Employer modifies the Schedule of Other Implementing Agencies in a way that affects the work of the Implementing Agency under the Contract. (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. (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. (e) The Project Manager unreasonably does not approve a subcontract to be let. (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. (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. (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. (i) The advance payment is delayed, if any. (j) The effects on the Implementing Agency of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. <p>422 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>423 As soon as information demonstrating the effect of each</p>
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	<p>Compensation Event upon the Implementing Agency's forecast cost has been provided by the Implementing Agency, it shall be 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>
43. Tax	<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>
44. Currencies	<p>44.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Implementing Agency's Bid.</p>
45. Price Adjustment	<p>NOT APPLICABLE</p>

46. Retention	<p>46.1 The Employer shall retain from each payment due to the Implementing Agency the proportion stated in the PCC 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>
47. Liquidated Damages	<p>47.1 The Implementing Agency shall pay liquidated damages to the Employer at the rate per day stated in the PCC 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 defined in the PCC. 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>
48. Bonus	Not Applicable
49. Advance Payment	Not Applicable

50. Securities	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 specified in the PCC , 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.
51. Dayworks	<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>
52. Cost of Repairs	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 arises from the Implementing Agency’s acts or omissions.
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E. Finishing the Contract

53. Completion	53.1 The Implementing Agency shall request the Project Manager to issue a Certificate of Completion of the Civil Works. Site shall be handed over free from all incumbencies and all E vehicles and equipments should be good working condition as certified by thord partyThe Project Manager shall do so upon deciding that the whole of the Works is completed.
54. Taking Over	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.
55. Final Account	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.
56. Operating and Maintenance Manuals	<p>561 If “as built” Drawings and/or operating and maintenance manuals are required, the Implementing Agency shall supply them by the dates stated in the PCC.</p> <p>562 If the Implementing Agency does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Implementing Agency.</p>

57. Termination	<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">(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;(b) the Project Manager instructs the Implementing Agency to delay the progress of the Works, and the instruction is not withdrawn within 28 days;(c) the Employer or the Implementing Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;(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;(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;(f) the Implementing Agency does not maintain a Security, which is required;(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 defined in the PCC; or(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. <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>
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	<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>
58. Payment upon Termination	<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 specified in the PCC. 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>
59. Property	<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>
60. Release from Performance	<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>

<p>61. Suspension of Bank Loan or Credit</p>	<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>
<p>62. Force Majeure</p>	<p>(a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>(b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>(c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>66. Governing Law and jurisdiction</p>	<p>(a) This Agreement shall be governed by the laws of India. The courts in Andhra Pradesh shall have jurisdiction over all matter arising out of or relating to this Agreement.</p> <p>(b) The Jurisdiction limits will be the Tirupati</p>
<p>67. Possession of Goods</p>	<p>(a) Goods have to be delivered to the site only after prior the approval form the Engineer-In-Charge.</p> <p>(b) Such Goods once delivered to Site will not be allowed to taken back un till the successful completion of the Project and as well as the Operation and Maintenance period.</p> <p>(c) In pursuant to GCC 64.B, Goods will be allowed to taken back only after the written permission from the Engineer-In-Charge.</p>

68. Warranty	<p>(a) Bidder should provide a successful warranty period of (2+1 years) i.e., 1years of general warranty , one year Guarantee and maintenance period of 1 year.</p> <p>(b) Bidder will have to replace the vehicle / goods if it is not working as per the mentioned specifications in the agreement., such goods / vehicle is to be replaced only after the delivery of the new one (same specification of the old one & brand) as a replacement to the old vehicle, for this they have to provide fresh warranty.</p>
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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.

A. General	
GCC 1.1 (d)	The financing institution is: Government of India (GoI) and Government of Andhra Pradesh (GoAP)
GCC 1.1 (s)	The Employer is : Tirupati Smart City Corporation Limited <i>Authorized representative: _____</i>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>As specified in the scope of works</i>
GCC 1.1 (y)	The Project Manager is : Authorized Representative:
GCC 1.1 (aa)	Location of Site : Tirupati
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the law of <i>India</i> .
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.

GCC 8.1	Schedule of other Implementing Agency: <i>[insert Schedule of Other Implementing Agency, if appropriate]</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) For loss or damage to the Works, Plant / Service station, Materials and Vehicles For loss or damage to Equipment, for loss or damage to property (except the Works, Plant, Materials, Equipment and Vehicles) in connection with Contract , For loss or damage to Equipment, for loss or damage to property (except the Works, Plant / Service Station, Materials, Equipment and Vehicles) 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> .
GCC 14.1	Site Data are: <i>the site 1 and site 2</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>within 15 days from the date of signing the contract</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>Managing Director, Tirupati Smart City Corporation Limited, Tirupati</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>To be notified at the time of appointment of the Adjudicator.</i>
GCC 24.4	<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>Tirupati, India</i>
B. Time Control	
GCC 26.1	The Implementing Agency shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is <i>monthly</i> .
C. Quality Control	
GCC 34.1	The Defects Liability Period After issue of project completion certificate – : Two (02 Years).
GCC 41.5	Separate Annexure is enclosed.

D. Cost Control	
GCC 44.1	The currency of the Employer's country is: Indian Rupees
GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC

	Clause 45.
GCC 46.1	The proportion of payments retained is: <i>5% for the certified payments.</i>
GCC 47.1	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.
GCC 48.1	The Bonus for the whole of the Works is <i>Not applicable</i>
GCC 49.1	The Advance Payments is not applicable
GCC 50.1	The Performance Security amount is 5% of the accepted contract amount <i>in the form of Bank Guarantee.</i>
E. Finishing the Contract	
GCC 56.1	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 Charging station and service station.
GCC 56.2	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.

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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 theday 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

