

## **Annexure – II**

### **Section IV - Bidding Forms**

**APPENDIX–I: Letter comprising the Bid**

Dated: DD/MM/YYYY

To,  
The Managing Director,  
Tirupati Smart City Corporation Limited,  
C/o Tirupati Municipal Corporation,  
Tilak Road, Tirupati – 517501, Chittoor District,  
Andhra Pradesh, India

**Sub: Bid for the 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**

Dear Sir,

1. With reference to your RFP No.: ..... dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last three years, we/ any of the Consortium Members/JV<sup>1</sup> or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer; and
  - (b) I/ We do not have any conflict of interest of the RFP; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any Tender issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by us along with the Bid in response to the Tender for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/ We believe that we/ our Consortium /JV satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP.
9. I/ We declare that we/ any Member of the Consortium/JV, or our/ its Associates are not a Member of a/ any other Consortium/JV submitting a Bid for the Project.

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<sup>1</sup>If the Bidder is not a Consortium /JV, the provisions applicable to Consortium may be omitted.

10. I/ We certify that in regard to matters other than security and integrity of the country, we / any Member of the Consortium /JV or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium /JV or any of our/ their Associates have not been charge-sheeted by any agency of the government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.<sup>2</sup>
13. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.
15. I/ We acknowledge and undertake that our Consortium/JV was pre-qualified and short-listed on the basis of Technical Criteria and Financial Criteria of those of its Members who shall, for a period of 3 (three) years from the date of its operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Selected Bidder; and (ii) 5% (five per cent) of the Total Project Cost specified in the Contract Agreement / Work Order. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract Agreement / Work Order in respect of Change in Ownership.

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<sup>2</sup> In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ..... hereto".

The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Criteria was taken into consideration for the purposes of qualification under and in accordance with this RFP, I/We shall inform the Employer forthwith along with all relevant particulars and the Employer may, in its sole discretion, disqualify our Consortium /JV or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement / Work Order but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement / Work Order shall be liable to be terminated without the Employer being liable to us in any manner whatsoever.
17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Contract Agreement / Work Order.
18. I/ We along with any of our subcontractors / suppliers / consultants / manufactures / service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed in the Employer Country. Further, we are not ineligible under the Employer's country law.
19. I/ We are not a government owned entity / We are a government owned entity but meet the requirement of RFP.
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement / Work Order in accordance with the conditions of the contract that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid conditions of contract and agree to abide by the same.
22. I/ We have studied all the Bidding Documents carefully and also surveyed. We understand that except to the extent as expressly set forth in the Contract Agreement / Work Order, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
23. I/ We offer a Bid Security of ₹ 7.50 Lakh (Rupees Seven Lakh Fifty Thousand only) to the Employer in accordance with the RFP.
24. The Bid Security in the form of a Bank Guarantee is attached.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.

26. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
27. {We, the Consortium /JV Members agree and undertake to be jointly and severally liable for all the obligations of the Selected Bidder under the Contract Agreement / Work Order till occurrence of Financial Close in accordance with the Contract Agreement / Work Order.}
28. I/ We shall keep this offer valid for 90 (Ninety) days from the Bid Due Date specified in the RFP.
29. I/ We possess the necessary professional, technical, experience, financial and managerial resources and competence required by the bid document issued by the Employer.
30. I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP.
31. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the forgoing reasons.
32. I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal are true to the best of our knowledge and belief and nothing has been concealed there from.
33. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
34. If our Bid is accepted I/ We commit to obtain Performance Security in accordance with the bidding document.
35. We hereby certify that, we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Yours faithfully,

Date: DD/MM/YYYY (Signature, name and designation of the Authorised signatory)  
Place: Name and seal of Bidder/Lead Member

**Annexure-I: Particulars of the Bidder**

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:
- 2 Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
- 3 Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number:
  - (f) E-mail Address :
- 4 Particulars of the Authorised Signatory of the Bidder:
  - (a) Name :
  - (b) Designation :
  - (d) Address :
  - (e) Telephone Number:
- 5 In case of a Consortium /JV:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium/JV.
  - (b) A copy of the Jt. Bidding Agreement should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

<b>Serial Number</b>	<b>Name of the Member</b>	<b>Role<sup>1</sup></b>	<b>Percentage of equity in the Consortium/JV</b>
1			
2			

Note: <sup>1</sup> The role of each member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annexure – IV

- 6 Included are the Organisational Chart, a list of Board of Directors, and the beneficial ownership.
- 7 The following information shall also be provided for the Bidder, including each Member of the Consortium / JV:

**Annexure-II: Technical Criteria of the Bidder  
Name of the Bidder/Member of Consortium/JV:**

Serial Number	Criteria	Yes	NO
1	Has the Bidder/Member of the Consortium been barred by the Central or State Governments in India, or any entity controlled by it, from participating in any project (EPC/PPP/DB or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		
3	Has the Bidder/Member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

**Note:** All the self-attested scanned documentary evidence copies are to be enclosed for the each item in support to the Annexure-I

*Note: <sup>1</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate and/ or by a project company eligible under Clause 3. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.*

*<sup>2</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate shall be provided.*

*<sup>3</sup> Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

*<sup>4</sup> Refer Annexure-IV of this Appendix-I. Add more rows if necessary.*

*<sup>5</sup> Refer Clause 3.*

*<sup>6</sup> For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*



Bidder type <sup>2</sup> (1)	Member Code <sup>3</sup> (2)	Project Code <sup>4</sup> (3)	Category <sup>5</sup> (4)	Experience <sup>6</sup> (Equivalent ₹ crore) <sup>7</sup>
				Total payments made for development of Eligible Projects, in the last 03 financial years preceding the Bid Due Date (5)
Single entity Bidder	NA	A		
		B		
		C		
		D		
Consortium/JV Member 1		1a		
		1b		
		1c		
		1d		
Consortium/ JV Member 2		2a		
		2b		
		2c		
		2d		
Consortium/ JV Member 3		3a		
		3b		
		3c		
		3d		

**Annexure-III: Fiscal Criteria of the Bidder**

Name of the Bidder /JV:

Date: DD/MM/YYYY

(In ₹ Crore<sup>1</sup>)

Bidder Type <sup>2</sup>	Member Code <sup>3</sup>	Net Worth <sup>4</sup>	Financial Year
Single Entity Bidder			
Consortium /JV Member1			
Consortium /JV Member2			
Consortium /JV Member3			

**Fiscal Data**

Description of Fiscal Information	Amount / Value (In ₹ , - Crore)			
	2014-15	2015-16	2016-17	

**Statement of Fiscal Position****Information from Balance Sheet**

Total Assets				
Total Liabilities				
Total Equity / Net Worth (NW)				
Securities (Stocks, Bonds, Mutual Funds, etc.,)				
Insurance Policies (Cash surrender value)				
Current Assets				
Current Liabilities				
Working Capital				

**Information from Income Statement**

Total Revenue				
Profits Before Taxes				

**Cash Flow Information**

Cash Flow from Operating Activities				
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**Source of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments

Serial Number	Source of Finance	In ₹ , - Crore
1		
2		
3		

**Name and Address of the Bankers to the Bidder/Member** (in case of a Consortium/JV):

**Average Annual Turnover**

<b>Serial Number</b>	<b>Fiscal Year</b>	<b>Annual Turnover (In ₹ , - Crore)</b>	<b>Multiplying Factor</b>	<b>Amount equivalent to current year</b>
1	FY- 2014-15		1.3	
2	FY- 2015-16		1.2	
3	FY- 2016-17		1.1	

**Note:**

<sup>1</sup> For conversion of other currencies into rupees, see notes below Annexure-II of Appendix-I.

<sup>2</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>3</sup> For Member Code, see instruction 4 at Annexure-IV of this Appendix-I.

<sup>4</sup>The Bidder/Member (in case of a Consortium/JV) should provide details of its own Financial Criteria.

**Instructions:**

- 1 The Bidder/Member (in case of a Consortium/JV) shall attach copies of the balance sheets, financial statements and Annual Reports for the last financial year preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium /JV Member;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2 Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- 3 Financial Year will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.
- 4 In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted.
- 5 The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.

**Annexure-IV: Details of Eligible Projects****Project Code:****Member Code:**

<b>Item (1)</b>	<b>Refer Instructions (2)</b>	<b>Particular of the Project (3)</b>
Title of the project		
Nature of the project (PPP, EPC, DB, etc.)		
Criteria		
Brief description of the project		
Status of the project (completed/ongoing)		
Category	5	
Total Payment, in the last 03 (Three) financial years preceding the Bid Due Date:  (a) made for the development of the project from commencement to completion in case of a completed project and from commencement to Bid Due Date in case of an ongoing project. OR (b) received for construction of the project from commencement to commissioning in case of a completed project and from commencement to Bid Due Date in case of an ongoing project.	6	
Entity for which the project was constructed/ developed	7	
Country of the Project		
Project Location		
Project Cost	8	
Date of commencement of Project / Contract		
Date of completion/Commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	14	

**Instructions:**

- 1 Bidders are expected to provide information in respect of each Eligible Project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 3 of the RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
- 2 For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
- 3 A separate sheet should be filled for each Eligible Project.
- 4 Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
- 5 Refer to Clause 3 of the Tender for category number.
- 6 The total payments received/made for each Eligible Project are to be stated in Annexure-II of this Appendix-I. The figures to be provided here pertain to those payments made/received in the past 03 (three) financial years preceding the Bid Due Date.
- 7 In case of these projects, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. Contract grantor, counter party to PPA, etc.) may be provided.
- 8 Provide the estimated capital cost of the Eligible Project. Refer to Clauses 3
- 9 The date of commissioning of the project, upon completion, should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
- 10 The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3).
- 11 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 12 Certificate from the Bidder's statutory auditor\* or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
- 13 If the Bidder is claiming experience, it should provide a certificate from the statutory auditor of the Bidder, or its Associate, in the format below:

**Certificate from the Statutory Auditor**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (*name of the Bidder/Member/Associate*) is/was an equity shareholder in ..... (*title of the project company*) and holds/held ₹ ..... cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company from ..... (*date*) to ..... (*date*)<sup>□</sup>. The project was/is likely to be commissioned on ..... (*date of commissioning of the project*). The project was/is of capacity ..... of supplying of E-Vehicle.

We further certify that the total estimated capital cost of the project is ₹ ..... cr. (Rupees ..... crore), of which ₹ ..... cr. (Rupees ..... crore) of capital expenditure was incurred during the past three financial years preceding the Bid Due Date as per year-wise details noted below:

.....

.....

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date: DD/MM/YYYY

**Note:**

- \* In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.
- # provides Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder/Member or its Associate may provide the certificates required under this RFP.
- ~ Refer instruction no.10 in this Annexure-IV.
- In case the project is owned by the Bidder, this language may be suitably modified to read: "It is certified that ..... (name of Bidder) constructed and/or owned the ..... (name of project) from ..... (date) to ..... (date)."

14. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in RFP, the Bidder should also provide a certificate in the format below:

**Certificate from the Statutory Auditor/ Company Secretary regarding Associate<sup>\$</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Bidder/ Consortium Member/ Associate*) is held, directly or indirectly%, by ..... (*name of Associate/ Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of RFP.

A brief description of the said equity held, directly or indirectly, is given below:  
 {Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

Date: DD/MM/YYYY

(Signature, name and designation of the authorised signatory with Date).

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

**Note:**

<sup>\$</sup> In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

% In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

**Annexure-V: Bidder's Capability Statement****1. Contact information of Firm / Partnership / Consortium / JV / Association / Company:**

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate (as per registered address and present working place details) headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and commencement of business:
- (e) Telephone, Mobile and Fax Numbers:
- (f) Principal place of Business:
- (g) Website of Bidder's firm:
- (h) E-mail for communication:
- (i) PAN :
- (j) TIN:
- (k) GST:
- (l) Industry licenses/certifications or quality assurance certifications (if any):

**2. Strength of business/sales office of Bidder:**

- (a) No. of Technical personnel :
- (b) No. of Marketing personnel :
- (c) No. of Service Engineers :
- (d) No. of Supporting personnel:

**3. Type of similar nature (E-Vehicle) supplied during the last 3 Years by bidder:**

Year	Name of the Equipment	Capacity and Model	Name of the Manufacturer	Total No. of Equipment procured	Supplied to (Name and Address)	Total No. of Equipment supplied

**4. Turnover\* of the bidder's company in last three financial years**

Description	2014-15	2015-16	2016-17	Remarks
Turnover (₹ in Cr.)				
Profit after Tax (₹ in Cr.)				

\* Certified copies from a registered chartered accountant shall be enclosed.

5. Company Production capacity of the E-Vehicle per month .....

6. Names of three buyers from different departments to whom similar equipment's were supplied in the last three financial years and to whom reference may be made by the Purchaser regarding the bidder's performance for timely completion of delivery, installation and after sales service support:



<b>Description</b>	<b>Buyer1</b>	<b>Buyer2</b>	<b>Buyer3</b>	<b>Remarks</b>
Name and Designation of Contact person				
Complete Address of the Buyer				
Telephone Number / Mobile Number / Fax				
E-mail Address				

**7. Miscellaneous Information**

- a. **List of Bidder manufacturing unit in the state of Andhra Pradesh and India**
- b. Is the manufacturing unit falls into which type of industry unit (Small/Medium/Large Scale) as per AP Government norms:
- c. List name of items (RFP items) separately as item wise, which have been manufactured and supplied by your firm and quoted in this RFP :

**8. Special Accreditations or Awards:**

**9. Other details – (If bidder wants to furnish relate to their capabilities)**

**10. Declaration:**

(Signature, name and designation of the authorised signatory with seal and Date)

**APPENDIX-II: Format for Information on Litigation**

Name of the Bidder /JV:

Date: DD/MM/YYYY

(To be provided by the Bidder/each Member/Associate for any material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years preceding the Bid Due Date)

<b>Sl. No</b>	<b>Name</b>	<b>Forum and Counterparty With Contract Identification</b>	<b>Brief Description of the matter</b>	<b>Estimated financial liability</b>	<b>Current Status of Litigation</b>	<b>Orders passed against the Bidder/Member</b>

**APPENDIX-III: Bank Guarantee for Bid Security***(To be on ₹ 100/- Non-Judicial Stamp Paper)***B.G. No.:****Dated:** DD/MM/YYYY**Bank Name and Address of issuing Branch or office****Name of the Authority:****Name and Address of the Bidder**

1. In consideration of you, The Tirupati Smart City Corporation Limited, having your office at Tirupati Municipal Corporation, Tilak Road, Tirupati - 517501, Chittoor District, Andhra Pradesh, India, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of ..... (hereinafter referred to as the "Bidder") and having its registered office at ..... (and acting on behalf of its Consortium/JV/Bidder) which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Procurement, Operation & Maintenance of E-Vehicles (for door to door waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging and service station in Tirupati Under Implementation of the Smart City Mission in Tirupati.** (hereinafter referred to as "the Project") pursuant to the RFP No.:..... dated ..... issued in respect of the Project and other related documents including without limitation the conditions of contracts (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of ₹ 7.50 Lakh (Rupees Seven Lakh Fifty Thousand only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not,

merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ 7,50,000/- (Rupees Seven Lakh Fifty Thousand only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety days) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. **We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.**
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.
14. This guarantee will expire as follows:
  - (a) If the bidder is the successful bidder, upon authority's receipt of copies of the contract agreement / work order signed by the bidder and the performance security issued to the authority upon the instruction of the authority.
  - (b) If the bidder is not the successful bidder in accordance of para 4.
15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ 7.50 Lakh (Rupees Seven Lakh Fifty Thousand only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ..... (indicate date falling 90 days after the Bid Due Date).

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

Power of Attorney No.:

For

(Signature of the Authorised Signatory)  
 (Name of the Bank and Bank Official Seal with full address)  
 Dated this.....day of ....., 20....

**Appendix-IV: Power of Attorney for signing of Bid**

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. .... (Name), son/daughter/wife of .....and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium /JV and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **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 in Tirupati Under Implementation of the Smart City Mission in Tirupati.** Project proposed or being developed by the Tirupati Smart City Corporation Limited (the "Authority") including but not limited to signing and submission of all bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement / Work Order and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement / Work Order with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....,  
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS  
..... DAY OF ....., 20.....

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised  
(Signature, name, designation and address of the Attorney)

**Notes:**

- \* *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- \* ***the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.***
- \* *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**Appendix-V: Power of Attorney for Lead Member of Consortium /JV**

Whereas the Tirupati Smart City Corporation Limited (the “**Authority**”) has invited bids from interested entities/ consortia for the **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 Implementation of the Smart City Mission in Tirupati.** (the “**Project**”).

Whereas, ....., ..... and ..... (Collectively the “**Consortium/JV**”) being Members of the Consortium/JV are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification cum Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium/JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/JV, all acts, deeds and things as may be necessary in connection with the Consortium/JV’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at .....,  
and M/s. .... having our registered office at .....,  
(hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s .....,  
having its registered office at .....,

being one of the Members of the Consortium/JV, as the Lead Member and true and lawful attorney of the Consortium/JV (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/JV and any one of us during the bidding process and, in the event the Consortium/JV is awarded the Contract/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium/JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium/JV and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s /JV’s bid for the Project and/ or upon award thereof till the Contract Agreement / Work Order is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium/JV.



IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....  
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium/JV)

Witnesses:

- 1.
- 2.

**Notes:**

- \* *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- \* ***The Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.***
- \* *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX-VI: Joint Bidding Agreement***(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....20...

**AMONGST**

1. .... Limited, a company incorporated under the Companies Act, 1956/2013<sup>1</sup> and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- (A) THE TIRUPATI SMART CITY CORPORATION, established under the Companies Act, 2013, represented by its Managing Director and having its principal offices Tirupati Municipal Corporation, Tirupati - 517501, Andhra Pradesh, India, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) for the **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 in Tirupati Under Implementation of the Smart City Mission in Tirupati.** (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium/JV and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and

---

<sup>1</sup>A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

- (C) It is a necessary condition under the RFP that the members of the Consortium/JV shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium/JV**

- 2.1. The Parties do hereby irrevocably constitute a consortium/JV (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Contract Agreement / Work Order with the Authority and for performing all its obligations as the Selected Bidder in terms of the Contract Agreement / Work Order for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement / Work Order when all the obligations of the Contract Agreement / Work Order shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium; and}
- (c) Party of the Third Part shall be the Financial Member of the Consortium; }

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement / Work Order, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement / Work Order.

**6. Shareholding in the SPV**

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
First Party:  
Second Party:  
{Third Party;}
- 6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification of Bidders for the Project in terms of the Tender.
- 6.3. The Parties undertake that each of the Parties above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold

subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

#### 7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation into Consortium/JV and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is Annexure to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, Contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

#### 8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement / Work Order, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

#### 9. **Miscellaneous**

- 9.1. This Joint Bidding Agreement shall be governed by laws of India.
- 9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND  
DELIVERED

SIGNED, SEALED AND  
DELIVERED

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
LEAD MEMBER by:

For and on behalf of  
SECOND PART

For and on behalf of  
THIRD PART

(Signature)  
(Name)(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
  
(Designation)  
(Address)

In the presence of:

1.

2.

**Notes:**

1. Included are the Organisational Chart, a list of Board of Directors, and the beneficial ownership.
2. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
3. **Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.**
4. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX-VII: Format for Affidavit Certifying that Bidder / Director(s) are not blacklisted**

(On ₹ 100/- Stamp Paper).

I M/s. .... (Sole Applicant/Lead Member/Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency /PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on .....

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and / or thereafter during the Contract Period.

Dated this.....Day of ....., 201....

Name of the Applicant

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Note:  
To be executed separately by all the members in case of consortium

**Estimation Schedule  
Objectives**

The objectives of the Estimated Quantities are:

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

**Estimated quantities are annexed separately.**

The Bidder has to provide the financial bid in the formats as given here. The financial bid shall be in four parts

1. Section 1- Procurement for E-Vehicles (for door to door waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging and service station to Project Site/ Final destination, which is Tirupati
2. Section II- Construction of Service stations cum Charging station, Including Operation and Maintenance of Service station – 02 No
3. Section III- Hiring staff 11 nos. for Service cum Charging Stations
4. Section IV - Overall Bid Value (Section I + II + III)
5. Section V - Price List for spares /consumable
6. Section VII- Price List for repair and servicing work

Further the bidder has to provide the following along with the financial bid. However, this price will not be evaluated in the Tender Document.

- (a) List of Spares and Consumables that are likely to be used during the course of use and maintenance of E-Vehicles (for door to door Solid waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging and service station and their cost
- (b) List and price of various repair/ servicing works that might be taken up during the course of use and maintenance of E-Vehicles (for door to door waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging and service station.
- (c) The above prices listed will be firm for the entire duration of the Contract.

**A. Preamble**

1. The Price Schedule shall be prepared in compliance with the Instructions to Bidders, General and Particular Conditions of Contract, Supply & Service Requirements.
2. A rate or price shall be entered against each item in the Priced schedule. The cost of Items against which the Bidder/ Service Provider has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedule and that component work shall be executed free of cost.
3. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the Priced Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

**Section – I Procurement for E-Vehicle (Suitable for Solid Waste Management):**

Serial Number	Description of item	Unit	Quantity	Unit Price* (In ₹)	Total Amount (In ₹)
1	2	3	4	5	6=4X5
1	<b>E-Vehicle (for door to door Waste Collection,</b> GPS Tracking, Public Announcement, EV Charging:  Specification: As per mentioned in the Part -2	No.s	50		
<b>Total Amount carried forward to Section - IV</b>					
Amount		in		words	
.....					

**Note:****\*Unit Price inclusive of following**

1. Unit Price at Destination or Delivery point at Tirupati, Chittoor District, Andhra Pradesh, India.
2. The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination (i.e., at Tirupati).
3. The unit prices quoted shall be with comprehensive warranty + vehicle insurance for a period of One Year + vehicle registration with RTA.
4. The Bidder shall quote for Estimate Schedule (along with basic price, GST and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) of E-Vehicles (for door to door waste collection), GPS tracking, Public announcement, Comprehensive Warranty, Construction of Service cum Battery Charging and service station in the specified places for all the E-Vehicle having Technical Specifications mentioned in the bid document.
5. The price of E-Vehicle (for door to door Solid waste collection) (Ex-works, Ex-factory, Ex-showroom, Ex-warehouse or off-the-shelf, as applicable), including all duties and sales and other taxes (Inclusive of GST).
6. On components and raw material used in the manufacture or assembly of E-Vehicle.
7. On the previously imported E-Vehicle (for door to door waste collection) of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
8. Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
9. The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.

Name :  
Signature :  
Date : DD/MM/YYYY



**Section – II Construction and O & M of one service station with charging facilities:**

Serial Number	Description of item <sup>#</sup>	Unit	Quantity	Unit Price (In ₹)	Total Amount (In ₹)
1	2	3	4	5	6=2X4X5
1	<p><b>Construction of Service Station cum Battery Charging units and O &amp; M:</b></p> <p>An aesthetically good looking service station* shall be constructed with in the area specified</p> <p>Specification: As per mentioned in the Part -2</p>	Sqm.,	500		
<b>Total Amount carried forward to Section – IV</b>					
Amount in words .....					

**Note:**

\*After the approval of the design by Client / PMC

#

1. Facilities provided by TSCCL: Open site will be provided by TSCCL on rent free basis for a period of 3 years. Approximate area would be 500 sqm based on the availability of land. However payment is based on the actual construction.
2. Bidder to quote for civil structure and other facilities / amenities like water/ power/ human resources for maintaining the service station etc., required to manage the Service stations shall be covered by the bidder.
3. Operation & Maintenance of Service cum charging station Stations labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract for 3 years including the warranty period. All necessary charges for O & M shall be recovered from the charges only. TSCCL is not responsible for the O & M.
4. The period will be extended further on mutually agreed terms and conditions.
5. The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination (i.e., at Tirupati).
6. The unit prices quoted shall be with comprehensive warranty.
7. The Bidder shall quote for Estimate Schedule (along with basic price, GST and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any).
8. The price of Ex-works, Ex-factory, Ex-showroom, Ex-warehouse or off-the-shelf, as applicable), including all duties and sales and other taxes (Inclusive of GST).
9. On components and raw material used in the manufacture or assembly.
10. Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
11. The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.

Name :  
 Signature :  
 Date : DD/MM/YYYY

**Section – III – Hiring staff 05 Charging Stations:**

Serial Number	Description of item	Unit	Quantity	Unit Price (In ₹ )	Total Amount (In ₹ )
1	2	3	4	5	6=4X5
1	Engineer	02 No.s (for 36 months)			
2	Charging Station Assistants (Mechanic / Technician)	03 No.s (for 36 months)			
3	Helper	06 No.s (for 36 months)			
4	Financial Expenses				
5	Administrative Charges				
6	Expenses for Consumables (Water, Fuel, etc.,)				
7	Software Subscription Cost				
8	Repair and Maintenance Cost				

**Total Amount carried forward to Section – IV**

Amount in words

.....  
Bidder shall mention the expenses to be incurred by them during Operation and Maintenance Period

**Note:**

1. These prices shall be used for operation & maintenance purpose only, which the bidder shall use only for maintaining his facilities properly to the satisfaction of the customers and TSCCL.
2. Service tax will be paid extra as per actual for the salaries component.
3. No Escalation will be provided by TSCCL.
4. Charging assistant should be a Diploma / ITI in mechanical/ electrical engineer with 2 years' experience in maintenance of E-Vehicles and charging stations.

Name :  
Signature :  
Date : DD/MM/YYYY

**Section –IV – Overall Bid Value:**

<b>Serial Number</b>	<b>Description of item</b>	<b>Amount (In ₹ )</b>
1	2	3
I	Procurement for E-Vehicle (Door to Door Collection of Waste, GPS Tracking, Public Announcement and EV Charging)	
II	Construction and O & M of one service station with charging facilities	
III	Hiring staff 11 nos. for Charging Stations and Service Station	
<b>Total Amount (in Figures)</b>		
Amount in words		
.....		

Name :  
Signature :  
Date : DD/MM/YYYY

**Section – V – Price List for spares /consumable:**

The price mentioned here will be firm for the entire period of the contract

<b>Serial Number</b>	<b>Description of Spare Part / Consumable</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (In ₹ )</b>	<b>Remarks</b>
1	2	3	4	5	6
1					
2					

Name :  
Signature :  
Date : DD/MM/YYYY

**Section VI- Price List for repair and servicing work**

The price mentioned here will be firm for the entire period of the contract

<b>Serial Number</b>	<b>Name of the Repair / Service</b>	<b>Brief description of the repair / servicing that will be done</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (In ₹ )</b>	<b>Time required for undertaking repair</b>
1	2	3	4	5	6	7
1						
2						

Name :  
 Signature :  
 Date : DD/MM/YYYY

## **Technical Proposal Forms**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**

### Forms for Personnel

#### Form PER – 1: Proposed Personnel

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

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





### Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section I (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer,</b>	<b>Model and power rating</b>
	<b>Capacity*</b>	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

**Performance Bank Guarantee Format**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the Tirupati Smart City Corporation Limited, (hereinafter called 'TSCCL') having agreed to                     **M/s Firm name with address**                     (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ made between TSCCL and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by TSCCL.

We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the TSCCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

We undertake to pay to the TSCCL any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.

We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the TSCCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.

We, Bank name with address, further agree with the TSCCL that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or to extend time of performance by the said Successful bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Council against the said Successful bidder(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of the TSCCL or any indulgence by the TSCCL to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).

We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the TSCCL in writing.

This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand to be made by the TSCCL. Notwithstanding anything mentioned above, Our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Indicate name of Bank)