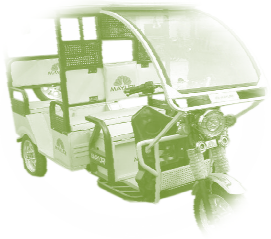

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders

	1.1 With reference to the RFP notice, specified in the , the KSCCL, as specified , issues this Bidding document for the provision of Works as specified in Section V, Supply & Service Requirements. The name, identification, and number of lots (contracts) of this RFP are specified 1.2 Throughout this bidding document: a. the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified , distributed or received through electronic-procurement system used by the KSCCL) with proof of receipt; b. if the context so requires, "singular" means "plural' and vice versa; and c. "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of GoAP. It excludes the GoAP's official public holidays.
	2.1 KSCCL requires compliance with the Indian Penal Code 1860 and Prevention of Corruption Act 1988. KSCCL defines, for the purposes of this provision, the terms set forth below as follows a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among bidders (prior to or after tender submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition. 2.2 Any effort by a bidder to influence the Department in the Department's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's tender. 2.3 The Department will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question 2.4 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subSupplier/ Service Providers,

	sub consultants, service providers, suppliers, and their personnel, to permit KSCCL to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by KSCCL.
	3.1 A Bidder may be a firm that is a private entity, a state-owned enterpriseor institutionor any combination of such entities in the form of a joint venture (JV) under an existing agreement or with a new JV agreement entered solely for the purpose of the said bid. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire 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. The Maximum number of JV members eligible is specified . 3.2 A Bidder shall not have a conflict of interest. Any Bidder 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) has the same legal representative as another Bidder; or (c) 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 Purchaser regarding this Bidding process; or (d) has a close business or family relationship with a professional staff of the KSCCL who: (i) are directly or indirectly involved in the preparation of the Bidding document 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. 3.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a sub- contractor/ Service Provider in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved.

	3.4 A Bidder shall be anIndian national, subject to the restrictions pursuant to ITB 3.5. 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. 3.5 The bidder shall not have been blacklisted by any of the Central government/ State government/ Semi- government/ PSU's of central/ state governments. Nor the bidder should have any cases pending against it for Economic & fraud offences 3.6 Deleted. 3.7 A Bidder shall provide such documentary evidence of eligibility satisfactory to the KSCCL, as the KSCCL shall reasonably request.
	4.1 The Bidding document consists of Volume I and II which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 6. • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV -Bidding Forms • Section V - Supply & Service Requirements • Section VI - General Conditions(GC) • Section VII- Special Conditions of Contract(SCC) • Section VIII - Contract Forms 4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and its updates on web portal to furnish with its Bid, all information and documentation as is required by the Bidding document.
	5.1 A Bidder requiring any clarification of the Bidding document shall contact the KSCCL in writing at the address specified or raise it in writing during the pre-Bidin writing. The KSCCL will respond in writing to any request for clarification, provided that such request is

	received prior to the deadline specified in Key Dates. The KSCCL shall upload the responsesonline in the AP e-procurement portal and its website and through mails to the intended bidder who have attended the pre bid meeting or who have raised queries. It is the bidders responsibility to check the portal regularly for any updates/postings. KSCCL will not hold any responsibility of posting the same to individual bidders. 5.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. 5.3 The Bidder and any of its personnel or agents will be granted permission by the KSCCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the KSCCL 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 5.4 The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 5.5 The Bidder is requested to submit any questions in writing, to reach the KSCCL not later than the time specified in 'Key Dates'. 5.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall also publish the clarifications as given in ITB 5.1 and Minutes of the pre-Bid meeting at the web page identified . Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the KSCCL exclusively through the issue of an Addendum pursuant to ITB 6 and not through the minutes of the pre-Bid meeting. Non attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	The Supplier/ Service Provider shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his tender for the Scope of Work.
	6.1 At any time prior to the deadline for submission of Bids, KSCCL may

	amend the Bidding document by issuing addenda. 6.2 Any addendum and / or clarifications issued shall be part of the Bidding document and shall be uploaded on the e-procurement portal(as specified in key dates) in accordance with ITB 4.3. KSCCL shall also publish the addendum on the web page in accordance with ITB 5.6.
	7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the KSCCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. ItismandatoryforalltheparticipatingbidderstopayelectronicallytheTransactionfeeto M/s Vupadi Techno Service (P) Ltd through "Payment Gateway Serviceon E-Procurementplatform". TheElectronicPayment Gateway acceptsall Master and Visa cardissuedbyanybank and DirectDebitfacility / Net Banking of ICICI Bank, HDFC tofacilitatethetransaction. Thisis in compliance as per G.O Ms No 13 IT & C Dept, dated 5-7-2006. A Service Tax of 15 % + Bank ChargesforCreditCardTransaction of 1.85% onthetransactionAmountpayabletoM/s Vupadi Techno Service (P) Ltd shall be applicable which is non refundable. The Transaction fee payable is specified . A bidding processing fee is payable by the bidder in the form of a Demand Draft drawn in the name of “ payable at “ ”. Scanned Copy of the demand draft shall be uploaded during the bid submission and shall be physically submitted along with the bid. The Bid Processing fee payable is specified
	8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the KSCCL, shall be in English.
	9.1 The Bid shall comprise the following: (a) prepared in accordance with ITB 10; (b) including Bill of Quantities, completed in accordance with ITB 10 andITB 12; (c) in accordance with ITB 17.1; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB.3; (e) : documentary evidence in accordance with ITB

	15establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (f) a technical proposal in accordance with ITB 14; (g) Any other document required . 9.2 In addition to the requirements under ITB 9.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members
	10.1 The Letter of Bid and Price 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 18.3. All blank spaces shall be filled in with the information requested.
	11.1 No alternative Bids shall be considered. Bidders submitting unsolicited alternative proposals will be summarily rejected.
	12.1 The prices quoted by the Bidder in the Letter of Bid and Price Schedule shall conform to the requirements specified below. 12.2 All lots and items must be listed and priced separately in the price schedules. 12.3 The price to be quoted in the Letter of Bid, in accordance with ITB 10.1, shall be the total price of the Bid as per break up given in he schedule. 12.4 VOID 12.5 Unless otherwise specified and the Conditions of Contract, the rates and prices quoted by the Bidder are fixed. 12.6 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce latest edition. 12.7 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. 12.8 Prices shall be entered in the following manner: (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) sales tax and other taxes which will be payable on the Goods if the

	Contract is awarded to the Bidder; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified
	12.8 The Bidder shall quote for Price Schedule (along with basic price, excise duty, trade tax/VAT and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) of Rickshaw/E-Cart in the specified places for all the Rickshaw/Cart having Technical Specifications mentioned in Section V of the bid document 12.9 The unit prices quoted shall be with comprehensive warranty, vehicle insurance for a period of One Year and vehicle registration with RTA. 12.10 Bid price, Price Schedule as mentioned in para 12.8above, shall also include followings:- • The price of Rickshaw/Cart (ex-works, ex-factory, ex-showroom, ex- warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable: • on components and raw material used in the manufacture or assembly of Rickshaw/Cart quoted ex-works or ex-factory or • On the previously imported Rickshaw/Cart of foreign origin quoted ex-showroom, ex- warehouse, or off-the-shelf. • Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded; • The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination. • The price of other incidental services listed in Clause 2.11 of the Conditions of Contract. All duties, insurances, taxes, and other levies payable by the Implementing Agency under the Contract, or for any other cause, as of the date of submission of bids, shall be included in the total bid price submitted by the Bidder.Biddershould be aware of its tax liability in the Client's country/state (in which he is working) should be reflected in the Contract. No additional claims will be entertained or allowed at any stage subsequently.
	13.1 The currency of the Bidand the currency of paymentsshall be in Indian Rupees.
	14.1 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 Bidder's proposal to meet the work's requirements and the completion time.
	15.1 To establish Bidder's eligibility in accordance with ITB 3, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms and

	submit true copies of all relevant documents as mentioned. 15.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contractthe Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
	16.1 Bids shall remain valid for the Bid Validity period specified . The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the KSCCL in accordance with ITB 20). A Bid valid for a shorter period shall be rejected by the KSCCL as nonresponsive. 16.2 In exceptional circumstances, prior to the expiration of the Bid validity period, KSCCL 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 17, it shall also be extended for thirty days (30 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.
	17.1 The Bidder shall furnish as part of its Bid, a Bid Security as specified in the amount as specified . 17.2 The Bid Security shall be paid in the form of an unconditional Bank guarantee issued by a nationalized bank or scheduled/ commercial bank drawn in favour of Kakinada Smart City Corporation Limited payable at Kakinada. The Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, The Bid Security shall be valid for thirty days (30 days) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 16.2. 17.3 If a Bid Security specified pursuant to ITB 17.1 is not submitted along with the bid then the bid shall be rejected as non responsive 17.4 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security of unsuccessful Bidders shall be returned within 60 days of award of work to the successful bidder 17.5 VOID 17.6 The Bid Security may be forfeited- 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 40; or (ii) furnish a Performance Security 17.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid.
	18.1 TheBidder shall prepare one original of the documents comprising the Bid as described in ITB 9 and clearly mark it "ORIGINAL." In addition, the

	Bidder shall submit copies of the Bid, in the number specified and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. 18.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. 18.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign (with blue colour pen only) on behalf of the Bidder. This authorization shall consist of a written Power of Attorney 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 (with blue colour pen only). 18.4 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. 18.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
	19.1 Unless specified in BDS in detail about submission process of the bid the following is to be followed. 19.2 The Bids needs to be submitted on the e-tendering portal i.e.,https://tender.apeprocurement.gov.in. 19.3 (A) Physical bid submission should be by hand shall enclose theoriginal of the Technical Bid and copy of the Technical Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", and "COPY NO… - TECHNICAL BID". These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 11, alternative bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 19.4 and 19.7. (B) Bidders submitting bids electronically shall follow the electronic bidsubmission procedures specified in the BDS. 19.4 The inner and outer envelopes shall:

	(a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with BDS 20.1 and (c) bear the specific identification of this bidding process indicated in the BDS 1.1 19.5 The outer envelopes and the inner envelopes containing the TechnicalBid shall bear a warning not to open before the time and date for theopening of Technical Bid, in accordance with ITB 23 19.6 VOID 19.7 If all envelopes are not sealed and marked as required, the Purchaserwill assume no responsibility for the misplacement or prematureopening of the bid. 19.8 All pages in the bid should be numbered appropriately in serial order
	20.1 Bids must be received by KSCCL at the address and no later than the date and time specified in the BDS. KSCCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 6, in which case all rights and obligations of KSCCL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
	21.1 KSCCL shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 20. Any Bid received by KSCCL after the deadline for submission of Bids shall be declared late, rejected. 21.2 Bidders are encouraged to submit their bids well in advance and avoid last minute rush resulting in "non responsive website/ slow uploading/ server down/ server not working etc." or any other case as it may be during the submission of the bids online on the e-procurement system. KSCCL will not be responsible for occurrence of any of the above events. 21.3 Evaluation of bids shall be based on the uploaded document.if there is any discrepancy between the physical and online documents, documents submitted online ONLY will prevail.
	22.1 The Bidder may/will not be allowed to withdraw, substitute and modify their bid after it has been submitted and accepted by KSCCL. Any withdrawal of bids will be result in forfeit of Bid security.
	23.1 Except in the cases specified in ITB 21 and ITB 22, KSCCL shall publicly open and read out in accordance with this ITB all Bids received by the

	deadline, at the date, time and place specified , in the presence of Bidders` designated representatives. 23.2 All envelopes shall be opened one at a time, reading out: the name of the Bidder and responsiveness of the bid.
	24.1 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. 24.2 Any effort by a Bidder to influence the KSCCL in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	25.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, KSCCL 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 KSCCL shall not be considered. KSCCL's request for clarification and the response shall be in writing. 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in KSCCL's request for clarification, its Bid may be rejected.
	26.1 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.
	27.1 KSCCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 9. 27.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. 27.3 The KSCCL shall examine the technical aspects of the Bid submitted in accordance with ITB 14, in particular, to confirm that all requirements of Section V, Scope of Work have been met without any material deviation, reservation or omission. 27.4 If a Bid is not substantially responsive to the requirements of the Bidding document, it shall be rejected by KSCCL.
	28.1 Provided that the Bid is substantially responsive, KSCCL shall correct

	arithmetical errors on the following basis: (a) 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, (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. 28.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 28.1, shall result in the rejection of the Bid.
	Unless otherwise specified a margin of preference shall not apply.
	31.1 KSCCL shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies KSCCL shall determine the Most Advantageous Bid in accordance with ITB 36. 31.2 To evaluate a bid KSCCL shall consider the following: (a) The selection is based on Quality Cum Least Cost Based selection (QCLCS). (b) The evaluation committee shall evaluate the stage-1 qualification criteria such as preliminary qualifications, financial eligibility and Technical eligibility. The bidder who satisfies these requirements will be made eligible for further evaluation of full technical proposals (stage-II) on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system . Each responsive Proposal will be given a technical score (St). 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 . (c) The bidders who score minimum qualifying score or more as

	shall be treated at par and be considered technically qualified are eligible for opening of financial bid i.e., stage-3. Financial bids of only those bidders who are qualified in Stage II will be opened. (d) price adjustment for correction of arithmetic errors in accordance with ITB 28; (e) any other additional evaluation factors specified and Section III, Evaluation and Qualification Criteria. 31.3 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.
	32.1 KSCCL shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 31.2 to determine the Bid that has the lowest evaluated cost.
	33.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regards to the Bidder's ability to perform the Contract for the offered Bid Price. 33.2 In the event of identification of a potentially Abnormally Low Bid, KSCCL shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document. 33.3 After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the KSCCL may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the KSCCL against financial loss in the event of default of the successful Bidder under the Contract. If the increased amount of the performance security is not acceptable to the successful bidder, the KSCCL may in writing reject the bid of the successful bidder and in such case the next ranked bidder may be called for the negotiations and if such situation still persists the next placed bidder may be called for negotiations and so on till the finalization of the contract or the KSCCL may cancel the bidding process and recall the RFPs. 33.4 If the bid price is abnormally low i.e., more than 15% less than the KSCCL estimated value, the bidder should deposit an additional security deposit for an equivalent amount of deference between the 15% and quoted price as pr ITB 42.

	34.1 If the Bid that is evaluated as the lowest evaluated cost is, in KSCCL's opinion, seriously unbalanced or front loaded, the KSCCL may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document. 34.2 After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the KSCCL may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the KSCCL against financial loss in the event of default of the successful Bidder under the Contract. If the increased amount of the performance security is not acceptable to the successful bidder, the KSCCL may in writing reject the bid of the successful bidder and in such case the next ranked bidder may be called for the negotiations and if such situation still persists the next placed bidder may be called for negotiations and so on till the finalization of the contract or the KSCCL may cancel the bidding process and recall the RFPs. 34.3 If the component wise price in the bid is unbalanced or front loaded by less than 15%,the bidder should deposit an additional Performance security for an equivalent amount of 1.5 times of the difference between the estimated price and quoted price for the unbalanced component. As per ITB 42
	35.1 KSCCL shall determine to its satisfaction whether the eligible Bidder that is selected meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subSupplier/ Service Providers (other than Specialized SubSupplier/ Service Providers if permitted in the Bidding document), or any other firm(s) different from the Bidder.
	36.1 Having compared the evaluated costs of Bids,KSCCL shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Evaluation criteria as per Section III.
	37.1 KSCCL reserves the right to accept or reject any Bidand 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.
	38.1 After determination of Most Advantageous Bid as per ITB 36 KSCCL will issue Letter of Award to the successful bidder.
	39.1 Subject to ITB41, KSCCL shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. KSCCL will issue Letter of Award to the Most Advantageous Bid
	40.1Promptly upon Notification of Award, the successful bidder shall within 4 days submit Letter of Acceptance of work and within 10 days enter in to the agreement with the KSCCL after duly submitting the performance bank guarantee and completion of any other formalities. 40.2 Within 3 working days from entering into the contract agreement, KSCCL will issue a Work Order duly indicating the commencement date. Unless otherwise specified the date of commencement of work is the date of issue of Work Order.
	42.1 Within 10 days of the receipt of the Letter of Award from KSCCL, the successful Bidder shall furnish the Performance Security as mentioned in accordance with the General Conditions of Contract, subject to ITB 34 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the KSCCL may award the Contract to the Bidder offering the next Most Advantageous Bid.
	41.1 Within 10 days of the receipt of the Letter of Award from KSCCL, the successful Bidder shall furnish the Additional Performance Security as mentioned in accordance with the General Conditions of Contract, subject to ITB 33 and 38 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the KSCCL may award the Contract to the Bidder offering the next Most Advantageous Bid.

Section II - Bid Data Sheet (BDS)

	The reference number of the Request for Proposal (RFP) is: KSCCL/E-Rickshaw-Cart/2017/01dated 12/04/2017 KSCCLis ***Kakinada Smart City Corporation Limited.*** The name of the RFP is:
	The following e procurement system will be used for bidding process. The electronic-procurement system shall be used to manage the issuing of bid documents, submission and opening of bid documents including queries, issue of clarifications etc. following aspects of the Bidding process:
	Maximum number of members in the JV shall be- 2 (Two)
	For _____ only, the KSCCL address is: Web: www.kakinada.cdma.ap.gov.in Email: smartcityofficekkd@gmail.com kakinadacorporation@gmail.com ***A***ttention: Supertending Engineer Mobile: 9849906506 Email: smartcitysekmc@gmail.com ***OR*** Executive Engineer Mobile:9849906516 Email: vvenkatasurya99@yahoo.com

	A Pre-Bid meeting shall take place as per the Key Dates
	As per ITB 5.1
	The transaction fee of this bid to be paid online to M/s. Vupadi Techno Services Pvt. Ltd. is Rs.11,500.00 (Rupees Eleven Thousand Five Hundred only)
	The Bid Processing fee payable by demand draft is Rs.20,000.00 (Rupees Twenty Thousand Only)
	The prices quoted by the Bidder shall be Fixed. No Price variation/ escalation will be given
	The Final destination is Kakinada,East Godavari district, Andhra Pradesh
	The Bid validity period shall be 180 days from the due date of submission of the bid.
	A Bid Security for Rs.3,00,000/- (Rupees Three Lakhs)required to be submitted along with the bid
	In addition to the original of the Bid, the number of copies to be submitted is: 2 (two)
	For _____only, The address where the bid is to be submitted is as per ITB 5.1 Attention:***The Managing Director*** Bidders are to submit the bids electronically only as per ITB 1.2 (a) The electronic Bidding submission procedures shall be by e procurement portal of GoAP i.e., _____ After submission of the bid electronically the bidder has to submit physical copies as per clause ITB 18.1 by the date given in
	The Bid opening shall take place at: Street Address: Municipal Corporation, Cinema Road

	Kakinada 533 001 Bid opening date and time shall be as per
	Not Applicable
	Minimum technical score of 70% will be considered,for opening of financial bid
	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.

Section III - Evaluation and Qualification Criteria

Deleted

In addition to the criteria listed in this section the following criteria shall apply:

2.1. The Bidder should be an Original Equipment Manufacturers/Authorized Reseller of Motor/Battery Operated Electric Rickshaw/Cart

Bidder must be an Indian National and Goods manufactured in India Only Permitted to Bid

4. The method of evaluation of the Most Advantageous Bid will be based on Quality Based Least Cost Selection (QBLCS). It contains 3 steps as given below.
   A. Prequalification (PQ)
   B. Technical Evaluation
   C. Financial Evaluation

   After the bidder qualifies in the PQ, he will only be considered for Technical Evaluation. Bidders who score minimum marks specified in the Bid Data Sheet (clause 31.2), will be further evaluated for Financial evaluation.

   The Purchasermay constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

   The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

   The tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows-

The Technical Evaluation Committee shall validate the following documents as per RFP. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

4.1.1. Scanned copy of Demand Draft towards the cost of bid from a Nationalized/ Scheduled / commercial Bank drawn in favor of payable atKakinada

4.1.2. Scanned copy of Bank Guarantee in respect of Bid Security from any Kakinada Smart City Corporation Limited Kakinada

4.1.3. Original Bank Guarantee in respect of Earnest Bid Security and bid processing fees should be submitted physically along with physical submission.

4.1.4. Permanent Account No (PAN) of the Bidder/Firm/Company/ Society.

4.1.5. Self attested copy of sales/service tax registration and sales/service tax return filed in last three years.

4.1.6. Self attested copy of certificate that the up-to date Income Tax Returns filed.

4.1.7. Self attested documentary evidence of (a) the Proof of Residence of the Bidder (in case of Proprietor/Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorized Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as, Proof of the Address of the Office of the Bidder Firm/Company/Society.

4.1.8. Self attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/Company/Society.

4.1.9. A completion certificate from the client agency certifying the successful completion of the similar work done by the bidder may be uploaded along-with the tender documents.

4.1.10. The turnover/net worth/financial status of the bidder shall be ascertained from the following documents which the bidder is required to upload (scanned copy) along with the tender document for the preceding three Financial years FY 2013-14, 2014-15 and 2015-16 duly certified by a Charted Accountant

- Audited Financial Statement of the Firm/Company/ Society
- Audited Balance sheet of the Firm / Company /Society
- Audited copies of profit and loss statements

4.1.11. The scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted. If not available, the firm shall submit the same within 3 months from the date of signing the contract.

4.1.12. Technical bids along with the compliance sheet of technical specifications and with necessary documents should be filled in all respects and each paper should

be signed by the authorized representative, scanned and uploaded in e-tendering portal.

4.1.13. The bidder has to submit a Letter of Bid as per format given.

4.1.14. The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory

4.1.15. The bidder qualified / satisfies in Pre-Qualification (PQ) criteria (such as financial eligibilities, technical eligibilities) will be considered further for evaluation.

4.1.16. The bidder should meet all the eligibility criteria as per ITB 3 and submit documentary proof in (i) Form ELI- 1.1, 1.2 and 1.3 with attachments and (ii) Letter of Bid

4.1.17. The bidder (including members of JV) should provide information on

4.1.17.1. History of Contract non- performance where (a) non performance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the bidder Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

The bidder should submit Form CON- 2

4.1.18. Suspension based on poor execution of a Bid

4.1.19. History of Litigation and Pending litigations and should submit Form CON- 2

4.1.20. PQ for selection:

- The bidder must be registered & operational in India since last five years from the date of publishing of this RFP and must have remained operational thereafter. All documentary evidence in support of this shall be submitted.
- Bidder shall be Original Equipment Manufacturer or Authorised Dealer.
- The Bidder should have certificate of trade mark registration/authorization letter of competent authority using the trade mark and/or certificate of registration of manufacturer in excise for Motor/Battery Operated Electric Rickshaw/Cart being offered in this tender. Incase manufacturer is exempted from excise duties by the Government, the Bidder should also have necessary documentary proof for the same.
- Bidder have to submit compliance certificate with specification given below for Four seated E-Rickshaw/E-Cart by any one the following testing agencies approved by Government of India under Rule 126 of Central Motor Vehicle Rules1989 (at least 2 certificates) :-

- Vehicle Research and Development Establishment of the Ministry of Defence of the Government of India.
- Automotive Research Association of India, Pune.
- Indian Institute of Petroleum, Dehradun.
- Central Institute of Road Transport, Pune.
- International Centre for Automotive Technology, Manesar.

- Manufactured &Supplied of E Rickshaws / E Carts in last 5 years : Min 100 Nos
- Proof of the following shall be provided by the bidder for Eligibility
  - Registered and Operational in India for more than 5 Years
  - Certificate of registration of the manufacturer in excise for Motor/Battery Operated electric Rickshaw/Cart

- The bidder should have positive Net Worth in last three financial years.
- The bidder (including JV partners, if applicable) should have a minimum average annual turnover of Rs. 3.0 Cr. In the last three financial years.
- Each member of JV should have average turnover not less than Rs. 1.00 Crore subjected to condition, that the consortium should meet the total requirement of 3.00 Crores.
  - Attested copies of the bidders audited annual reports/ financial statement for each of the three financial years' i.e., 2013-14, 2014-15 and 2015-16 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, and net worth during these years.
  - 10% weightage per year on the annual turnover will be considered for bringing the turnover to the current year.
  - The bidder should submit FIN- 3.1 and 3.2 with attachments in support of the financial qualification.

The Technical Evaluation Committee will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get will qualify for Commercial Evaluation stage. Weightages of to bidder's ability is as shown in the Table.

		101 to 200	10
		201 to 300	20
		301 to 400	30
		> 400	40
		>= 1	5
		>=2	10
		>= 3	15
		>= 4	20
		>=5	5
		>= 10	10
		>=15	15

Bidder should produce the documentary evidence for all the above. (Technical eligibility from the client/ Govt Agencies. Without which the experience shall not be counted.

Financial bid will not be opened for those bidders, who don't qualify the Technical evaluation stage.

All the technically qualified bidders will be notified to participate in Financial Bid opening process. The Financial bids for the technically qualified bidders shall then be opened on the notified date and time through e-mail and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Commercial bids that are not as per the format provided shall be liable for rejection.

The bid which is quoted the lowest rate (L1) will be considered as the Most Advantageous Bid and will be awarded with the work.

Bid Security amount shall be retuned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

Section IV - Bidding Forms

Part I- Supply of E- Rickshaw/ E- Cart 34
Part II-A- Construction, Operation and Maintenance of Charging/ Service Station 35
Part II- B- Construction, Operation and Maintenance of Charging/ Service Station 37
Part III Total Costs 38
List of Spares/ Consumable and their price 39
List of Repair and Servicing work and their price 40

Form ELI -1.1 42
Form ELI -1.2 43
Form ELI -1.3 44
Form CON – 2 46
Form FIN – 3.1: 48
Form FIN – 3.2: 50

DD/MM/YYYY

To,

The Managing Director

KSCCL/E-Rickshaws-cart/2017/01

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of RFP No. _____ Name of the work- _____

_____, submit the following information/undertaking/declaration for consideration of the KMC.

1.

1.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of ____ days from the last date of submission of bids.

1.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

2.

2.1 Amount of Bid Security: ₹ _____ (Rupees _____only) in the form of a Bank Guarantee from a Nationalized Bank/ Scheduled/ commercial bank in favor of payable at is being enclosed with its No. & Date superscripted on the envelope being deposited physically and scanned copy to be uploaded.

3.

3.1 We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the tender document.

4.

4.1 We confirm having submitted our qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5.

I/We have also carefully read the terms and conditions of the bid document and undertake that I/we shall abide.

5.1 I/ We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 6.

5.2 I/ We offer to execute in conformity with the Bidding Documents the above said work and accept to the terms and conditions mentioned in the bid document

5.3 I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the bid document issued by the KSCCL.

5.4 We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 3.

5.5 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 tender document.

5.6 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.

5.7 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.

5.8 I / We ..... hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government as per ITB clause 3

5.9 We agree to permit KSCCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KSCCL.

5.10 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

5.11 If our Bid is accepted I/ We commit to obtain Performance Security in accordance with the bidding document.

5.12 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

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

- Part 1- Supply of E Rickshaw/ E Carts to Project Site/ Final destination, which is Kakinada
- Part II- Construction of Service stations cum Charging station
  Including Operation and Maintenance of Service cum charging station – 1 No
- Part III- Construction of charging stations – 4 Nos
- Part IV - Operation and Maintenance of charging stations
- Part V- Total Costs (Part I + II + III + IV)

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

- List of Spares and Consumables that are likely to be used during the course of use and maintenance of E Rickshaw/ Cart and their cost
- List and price of various repair/ servicing works that might be taken up during the course of use and maintenance of E Rickshaw/ Cart.

The above prices listed will be firm for the entire duration of the Contract.

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 Supplier/ 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.

SN	Description of Goods as per the specifications given in the RFP	Quantity & physical units	Unit price at destination* (In INR)	Total Amount (in INR)
(1)	(2)	(3)	(4)	(5) = (3) * (4)
1		100		
	Cargo	50		
3	Solid Waste	50		
Total Price to be carried forward to Part IV				
Amount in Words ……..				

* As per clause ITB 12.9 of BDS, destination or delivery point is Kakinada, East Godavari District, AP.

Delivery price at Kakinada should include the price of delivery at Kakinada, Registration of vehicle at RTO, Kakinada, Insurance for One year.

Name of the Bidder

Signature of the Bidder

Date

Sr. No	Description of Work[$]	Nos	Areas in Sqm	Rate per Sqm in INR	Total Cost In INR
1	An Aesthetically good looking Service station* shall be constructed with in the area specified with MS Frame structure with Colored GI sheet roofing covering a store room, office, Guest room/ customer waiting area, water, electricity, charging points, drinking water/ sanitation for staff and customers at servicing station and all other required amenities for good, neat / clean maintenance of service centre including power, usage water by drilling deep borewell etc.. complete fixture finished item of work.	1	500		
Amount in Words ……					

Notes:

* After the approval of the design by client/PMC

$

a. Facilities provided by KMC : Open site will be provided by KMC 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.

b. 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.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 Contractfor 3 years including the warranty period. All necessary charges for O&M shall be recovered from the charges only. KSCCL / KMC is not responsible for the O&M.
The period will be extended further on mutually agreed terms and conditions.

Name of the Bidder

Signature of the Bidder

Date

Sr. No	Description of Work[$]	Nos	Areas in Sqm	Rate per Sqm in INR	Total Cost In INR
1	An Aesthetically good looking Charging station* with minimum 5 charging points at any given time with required facilities for waiting place, water and electrical facilities, drinking water ATM. Sanitation /waste management facilities etc.. amenities for good, neat / clean maintenance of charging centre	4	50		
Amount in Words ……					

Notes:

* After the approval of the design by client/PMC

$ Open site will be provided by KMC on rent free basis for a period of 3 years

Tentative Location of Charging Stations: Annamma Gati, Raja Tank, Santha Cheruvu, Boat Club

a) Facilities provided by KMC : Rent free Space, power / water running expenses, monthly staff salaries for maintaining the charging station.
b) Bidder to quote for Civil structure and other facilities / amenities like water/ power etc.. required to manage the charging stations shall be covered by the bidder. Operation & Maintenance of 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 including the warranty period (*except the items specified **a)** above*) for 3 years. KSCCL / KMC is not responsible for the O&M
c) The period will be extended further on mutually agreed terms and conditions.

Name of the Bidder

Signature of the Bidder

Date

	Item description	Unit	Rate in INR / Month	
1	Manpower			
A	Charging Station Assistants	2 Nos *4 Station (for 36 months)		
	Total			

(Amount in words_____)

Note: 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 KSCCL.

Service tax will be paid extra as per actual for the salaries component.

No Escalation will be provided by KSCCL.

Charging assistant should be a Diploma / ITI in mechanical/ electrical engineer with 2 years' experience in maintenance of E-Rickshaws and E-Carts and charging stations..

Date

I	Supply of E Rickshaw& E Cart	
II	Construction, O&M ofService Station (1 NO)	
III	Construction ofChanging Station(4NO)	
IV	Opex- Charging Stations for 4 Stations	

(Amount in words_____)

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

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

Date: _____

Title: _____

Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of • Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3 • In case of JV,JV agreement, in accordance with ITB 3 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Date: _____
Title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of • Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

1.

(i) Name and complete mailing address of the business/sales office of the Bidder:

Phones & Mobile

(ii) Fax:

(iii) E-mail for communication:

(iv) Principal place of business:

(v) Date and Place of Incorporation of bidder's firm:

(vi) Website of Bidder's Firm:

2.

(i) No. of Marketing personnel:

(ii) No. of Technical personnel :

(iii) No. of Service engineers:

(iv) No. of Supporting personnel :

(v) TAN No of Bidder Firm

(vi) PAN No of Bidder Firm

3.

4.

Turnover (Rs. In Cr.)			
Profit after Tax (Rs. In Cr.)			

5. month .....

6.

(i) Complete address of the buyer

.....

.....

- Name& designation of contract person

  .....

  .....

- Mobile/Phone/Fax no./E-mail address:

  .....

  (ii) Complete address of the buyer

  .....

  .....

- Name & designation of contract person

  .....

  .....

- Mobile/Phone/Faxno./E-mailaddress:

  .....

7.

i.

ii. Is the manufacturing unit falls into which type of industry unit (Small/Medium/Large Scale) as per AP Government norms:

iii. List name of items alongwith item code (of tendered items), which have been manufactured by your firm and quoted in this Tender :

Bidder's Name: _____

Date: _____

JV Member's Name_____

Title: _____

Page _____of_____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Purchaser: *[insert full name]* Address of Purchaser: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
		Contract Identification: _____ Name of Purchaser: _____ Address of Purchaser: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

		Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Bidder's Name: _____

Date: _____

JV Member's Name_____

Title: _____

Page _____of _____pages

	,				
	Year 1	Year 2	Year 3	Year4	Year 5
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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

1		
2		
3		

Bidder's Name: _____

Date: _____

JV Member's Name_____

Title: _____

Page _____of _____pages

1	FY- 2013-14		1.4	
2	FY- 2014- 15		1.3	
3	FY- 2015-16		1.2	

1.

(To be submitted on Rs 100 non Judicial stamp paper)

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ---------- ("Effective Date")

a company incorporated, and having its registered office at

a company incorporated, and having Registered office at _____. (Hereinafter referred to as the);

a company incorporated, and having Registered office at _____. (Hereinafter referred to as the);

Hereinafter jointly referred to as the and individually as or as the case may be.

A) The (hereinafter referred to as the KSCCL or ") invited bid for

_____

_____,

(B) The hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the to jointly execute the above project in all respect

as follows

1.1. The Parties hereto agree to form the Joint Venture with designated as the

.

1.2. _____ shall be the Second Member – or Second Partner

1.3. _____ shall be the Third Member – or Third Partner (insert more lines if more partners)

2. The JV shall do business in the name of

3 The hereto shall, for the above-referred , be jointly and severally liable to the for the execution of the Projects in accordance with the till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

: Financial responsibility:

Physical responsibility:

: Financial responsibility:

Physical responsibility: ----------

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the shall be shared or borne by the in the above .

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

5.1 The shall participate as a in the submission of bids and further negotiations with the and shall co-operate and contribute their respective expertise and resources to secure and execute the .

5.2 On award of , the in consultation with the other members of JV will decide on the final management structure for the successful execution of the as per the terms of .

5.3 All the hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the , including commissioning & operation for the period as stipulated in the contract. The share of interest of the shall be as per the mutual understanding for the successful completion of the project.

6.1 The co-operation between the hereto shall be mutually exclusive i.e. none of them shall without the other consent & prior approval of , approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

7.1 This shall be terminated:-

a. if the mutually confirm that the bid proposal has not been finally accepted by and all rights and obligations of the under or in connection with this have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this unless extended for a further period on demand of & mutual consent of the Parties, or

7.2 The can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Purchaser .

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____&_____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be .

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

11.1 Any and all correspondence from the to the shall be addressed to _____ at the address stated herein below–(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

11.2 The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address

_____ _____

12.1 The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

12.2 Authorized Representative of JV :_____

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Purchaser& other party.

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project.

16.1 We undertake to form a Special Purpose Vehicle (SPV) to be registered under Indian Companies Act on award of contract before signing of agreement. We undertake that and we will be jointly and severally responsible to execute the works by a incorporated company and constituent company.

16.2 We as individual partners undertake to be responsible for completion of works and also for any recoveries if applicable. We will be responsible to complete the works by Individual or by the SPV/New Company.

the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

For and on behalf of _____ _____	_____
In the presence of _____	
For and on behalf of _____ _____	_____
In the presence, of _____	

2.

(To be on Rs. 100/-non-judicial stamp paper)

.....

.....

In consideration of the _____[Insert name of the Bidder]_____ (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project _____ in response to the RFP No. _____dated ____ issued by Kakinada Smart City Corporation Limited (hereinafter referred to as KSCCL) and KSCCL considering such response to the RFP of _____[***insert the name of the Bidder*** _____as per the terms of the RFP, the _____[***insert name & address of bank*** _____ hereby agrees unequivocally, irrevocably and unconditionally to pay to KSCCL at [Kakinada Smart City Corporation Limited, O/o Kakinada municipal corporation, cinema road, Kakinada -533001] forthwith on demand in writing from KSCCL *or* any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____(words) only, on behalf of _____ ***Insert name of the Bidder***

This guarantee shall be valid and binding on this Bank up to and including_____[*insert date of validity in accordance with ITB Clause 17 of this RFP]*_____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs._____ (Rs._____ only). Our Guarantee shall remain in force until_____ *[insert date of validity in accordance with ITB Clause 16 of this RFP]* _____. KSCCL shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 day s after the date in the preceding sentence*]_____-

The Guarantor Bank hereby agrees and acknowledges that the KSCCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by KSCCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to KSCCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____[*Insert name of the Bidder*]_____ and/or any other person. The Guarantor Bank shall not require KSCCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against KSCCL in respect of any payment

made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kakinada shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK 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.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly KSCCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by KSCCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of ITB Clause 16 of this RFP*] _____ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if KSCCL serves upon us a written claim or demand.

Signature _____

Name_____

Power of Attorney No._____

For

_____[Insert Name of the Bank]_____

Banker's Stamp with Full Address.

Dated this ____ day of ____, 20__

PART 2 –Supply & Service Requirements

Section V–Supply and Service Requirements

In this Scope of work the following terms shall be interpreted

The E Rickshaw/Cart" means E Rickshaw/Cart, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract

"Services" means services ancillary to the supply of the Rickshaw/Carts, such as transportation and insurance, and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;

"The Supplier" means the Successful Bidder supplying the Rickshaw/Cart andServices under this Contract

"The Project Site", where applicable, means the Kakinada where the Motor/Battery Operated electric Rickshaw/Cart will be supplied, installed and maintained against the purchase orders of the Purchaser.

Scope of work covers fourparts

2.1.1. Supply of E-Rickshaw/E-Cart as per the specifications (Provided in this Section under B. Specifications) and also numbers as specified in Financial Bid format within the Delivery period as mentioned in this section.

2.1.2. Construction & Maintain of 1No of Service cum Charging station with spare parts for Service Period as mentioned in this Section under '*C. Delivery Time & Date of Completion & handover*' the same to KSCCL / KMC in Good Working condition to satisfaction of KSCCL.

2.1.3. Construction of fourState of Art Battery Charging Centres/ stations in Kakinada within 30 days from the issue of work order.

2.1.4. Operation and maintenance of 4 charging stations

2.1.5. The following Table shows the clarity on Delivery of Goods, ownership and mode of payment are explained in the table below

I	Supply of E Rickshaw& E Cart				
A	E-Rickshaws	100	Beneficiary	10% by Beneficiary+90% by Banks	KSCCL
B	E-Cart (Cargo)	50	Beneficiary	10% by Beneficiary+90% by Banks	KSCCL
C	E-Cart (Solid Waste)	50	KMC	By KSCCL	KSCCL
II	Construction of Service Station	1	KSCCL	By KSCCL	KSCCL
	O&M of Service cum charging centre	36 Months	to be maintained by Bidder	To be met with servicing charges by Bidder	Bidder reporting to KSCCL & PMC
III	Construction of Changing Station	4	KSCCL	By KSCCL	KSCCL

IV	Opex- Charging Stations for 4 Stations	36 Months	to be maintained by Bidder	By KMC	KSCCL

2.1.6. KSCCL is responsible for coordination and identification of beneficiaries. KSCCL will also coordinate with KMC, Beneficiary and Banks to ensure payments to the bidder. Thebidder responsibility is to deliver as per the specifications cited in this RFP at Kakinada, Insurance for one year and registration at Kakinada RTO office.

2.1.7. The Construction and O&M of Service cum charging station has to be carried out by the bidder only at no extra cost. Land for the station will be provided by KMC.

2.1.8. The Construction and O&M of charging station has to be carried out by the bidder only except land for service station, power, water and human resources at charging stations as specified in Financial formats.

2.1.9. These Conditions shall apply to the extent that they are not superseded by any of the provisions in other parts of the Contract.

3. Bench Marking and Standard

3.1. The Rickshaw/Cart supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications or higher.

Inspection

Inspectionand tests priorto deliveryofRickshaw/Cartsandatfinal acceptance are asfollows:

4.1. General

i. The inspection of the Rickshaw/Carts shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and the Conditions of Contract.

ii. The Purchaser will test the equipment prior to their delivery/Distribution at Sites in the office/factory of the supplier.The Supplier will dispatch inspected & tested Rickshaw/Carts by the Purchaser to the ultimate consignee along with manufacturer's warranty certificate. Complete hardware and software as specified in Specifications (Provided in this Section under B. Specifications)should be supplied, installed and commissioned properly against the purchase order of the Purchaser by the Supplier prior to commencement of performance tests, if not carried out by the Purchaser prior to their delivery atSites.

iii. The acceptance test/verification will be conducted by the team (Not exceeding 6 people)nominated by the Purchaser. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. During acceptance tests, the Rickshaw/Carts having the same or higher technical specifications as given in the contract shall only be accepted.

iv. In the event of the Rickshaw/E-Carts failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserves the rights to get the Rickshaw/Carts replaced by

the Supplier at no extracost to the Purchaser.

v. Successful conducts and the conclusion of the acceptance test for the installed Rickshaw/Cart shall also be the sole responsibility and at the cost of the Supplier.

1.1. The inspections and tests will be conducted on the premises of the Supplier/ Manufacturer. For conducting the inspection and tests at the premises of the Supplier/Manufacturer, all required facilities/logistics including travel, boarding and lodging, inspection facilities, assistance etc.shall be provided by the Supplier at no charge to the inspection team of the Purchaser. Supplier shall intimate to the Purchaser that the Rickshaw/Carts are ready for inspection and the Purchaser can send their team for inspection. After receipt of such intimation from the Supplier, the Purchaser shall arrange for inspection.

1.2. Should any inspected or tested Rickshaw/Carts fail to conform to the specifications, the Purchaser may reject the Rickshaw/Carts and the Supplier shall either replace the rejected Rickshaw/Cart or make alterations necessary to meet specification requirements free of cost to thePurchaser.

1.3. The Purchaser's rights to inspect, test and, where necessary, reject the Rickshaw/Carts after the Rickshaw/Carts arrival at Final Destination shall in no way be limited or waived by reason of the Rickshaw/Carts having previously been inspected, tested and passed by the Purchaser or its representative.

2.1.1. Before the Rickshaw/Carts are taken over by the representative(s) of the project site(s) i.e. Kakinada, the Supplier shall supply operation/user manual together with, if any. These shall be in such detail as will enable the Purchaser to operate all the equipment as stated in the specifications.

2.1.2. The manual shall be in the Telugu and English and in such form and numbers as stated in the purchase order. Unless and otherwise agreed, the Rickshaw/Carts shall not be considered to be completed for the purpose of taking over until such manuals, as stated in the purchase order, have been supplied to the Purchaser.

3.

3.1.1. The Supplier shall provide such packing of the Rickshaw/Cart as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order. Thepacking shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into Consideration where appropriate, the remoteness of the Rickshaw/Carts final destination and the absence of heavy handling facilities at all points in transit.

3.1.2. The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in theAgreement.

7.1 Supplier shall intimate to the Purchaser that the Rickshaw/Carts are ready for inspection and test. After receipt of such intimation from the Supplier, the Purchaser will arrange the inspection and test of the Rickshaw/Carts

7.2 Upon delivery of the Rickshaw/Carts the Supplier shall notify in writing the Purchaser and the insurance company the full details of the delivery including purchase order number,

description of Rickshaw/Cart quantity, name of the consignee etc. The Supplier shall mail the following documents to the Purchaser:-

(a) 3 copies of the Supplier's invoice showing E Rickshaw/Cart description, quantity, unit price, total amount.

(b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.

(c) Manufacturers/Supplier's warranty certificate;

(d) Rickshaw/Carts inspection report.

7.3 If, at any time, during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Rickshaw/Carts and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s) as soon as possible. After receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.

The following services shall be furnished and the cost shall be included in the Contract rates:

(a) On-site delivery & satisfactory installation &execution of all the Rickshaw/Carts as per purchase order;

(b) Furnishing all the manuals as per purchase order to the project sites and

(c) Maintenance and repair of the Rickshaw/Carts at each location during the comprehensive warranty period including the cost of all spares.

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of complete Service period. At the end of Service Period the Supplier shall stock at least spares required for maintenance for next two years before hand over of the Service Centre.

Bidder has to design the Charging station cum service station suitable to meet the number of Rickshaws /Carts that are procured and get the same vetted by the project management consultants and KSCCL. Possibility of using solar power shall be checked by the bidder and alternatives have to be suggested by the bidder. The final design that has to be constructed shall be approved by KSCCL, upon submission of the design by the supplier and the power supply to the charging station will be facilitated by Kakinada Municipal Corporation (KMC).

7.1. The Supplier shall be bound to established charging and servicing centre within 30 days from the date of the work order as per following criteria:-

- BATTERY CHARGING CENTRE for E- Rickshaw/Cart supplier shall provide Battery Charging Instrument at the place provided by Kakinada Municipal Corporation (KMC) at selected petrol pump and bus stands

1	Kakinada Municipal Corporation (KMC)	Preferably 4 Centre according to no. of beneficiary and capacity of service centre in KMC in various specified places where Rickshaw/Carts are being supplied.

7.2. Bidder has to construct the Service center and Charging centers and maintain for 3 years and handover the same to KSCCL after maintenance period is over. If at any stage, it is found that the centres have not been opened or non functional or have been closed down, then the Bid Security/ Performance Bank Guarantee shall be forfeited. The period will be extended further as mutually agreed terms and conditions.

7.3. The actual rate of charging of the batteries of E-Rickshaw/Cart shall be determined and timely reviewed by a committee constituted by KSCCL.This will be obligatory for E-Rickshaw/Cart providercompanies.

7.4. This changing centre has to be provided with aesthetically good looking, also serve as charging station with facilities like resting place for customers during charging or servicing and entire cost has to be quoted in part 3 of Financial Bid

7.5. The bidder has to maintain man power for 2 shifts and necessary costing shall be assessed by bidder, which can be recovered from service and charging cost from customers. The bidder shall discuss and get the acceptance from KSCCL for the price. Any changes shall also be with the acceptance of KSCCL only.

7.6. KMC/KSCCL will provide free power and water for charging stations.

A. Following minimum staff for operating one servicing cum charging stations for 3 years by Bidder and the staff deployed by bidder shall be first vetted by KSCCL.

(a) Service Engineer -1 No

Should be a graduate in mechanical/ electrical engineer with 10 years' experience in maintenance of Any servicing center like Cars/ Bikes, E-Rickshaws and E-Carts and Servicing and charging stations. Preference will be given for E-Rickshaw maintenance.

(b) Mechanic / Technician – 2Nos

Should be a graduate in mechanical/ electrical engineer with 5 years' experience in maintenance of Any servicing center like Cars/ Bikes, E-Rickshaws and E-Carts and Servicing and charging stations. Preference will be given for E-Rickshaw maintenance.

(c) Helpers – 3Nos

The cost recovery of service station operation and maintenance shall be recovered from the charging rates and repairs (during warranty period the normal repair charges is not applicable. Only repairs of accidental cases or any such unnatural repairs may be entertained in the first year).

B.

- Bidder has to train the KSCCL / KMC appointed manpower for repairs/ operations and maintenance.
- The bidder has to maintain sufficient quantity of spares for maintenance of the vehicle.
- If the bidder fails to maintain/satisfy above requirements PBG will be forfeited.

[For four seater E Rickshaw/Cart(excluding driver seat)]

Four-Seater E-Rickshaw with a loading capacity of 380 kg (fourpassengers,Driverand40kgluggage),speed range of more than 25 kmph, minimum range of 80 km per charging, Minimum speed of 5 kmph at a gradient of 3 degree and with starting and moving capability at 7 degree gradient, driven by brushless AC or DC motor motor of output power 8502 W or above but not more that 2000 W, driven from a EV grade battery of 100 Ah or or As Approved by ICAT or ARAI, Confirming to the Ministry of Road Transport and Highway GSR No. 709 (E) dated 8 October 2014 and Notification No. S.O. 2590 (E) dated 8 October 2014 and also the additional tests specified elsewhere in this document.

1	Type of Electric Rickshaw	Fully Electric, Battery operated motor driven	Four-Seater E-Rickshaw
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	20 to 25 kmph	To be tested with full load
5	Curb Weight (Weight of the electric Rickshaw/Cart including	250 kg	Tentative
6	Loading Capacity(Weight of Four Passengers, The driver and the luggage of 40	380 kg	
7	Laden Weight (curb weight + weight of four passengers , the driver and luggage of 40 kg)	630 k	For a tentative curve weight of 250kg
8	Range	80 km or more	For a full charge of battery, to be tested with full load at maximum AIS- 040

9	Motor Output Power	48V, 850W or above but not more than 2000W	At full load
10	Motor Type	Brushless Motor	AC or DC
11	Motor Controller	Suitable controller for starting, accelerating, decelerating, driving and stopping the E-	
12	Battery Voltage	48 V Nominal	
13	Battery Capacity	100 Ah or more/ or As Approved by ICAT or ARAI	
14	Battery Type	Lead-Acid or better, EV grade, tubular deep discharge and high cycle life	
15	Battery Charger	220/230 V Nominal Input Voltage, High Efficiency	
16	Overall Efficiency of the electric Rickshaw/Cart	75% or more	To be tested at full load with maximum speed for the full range AIS-
17	Gradeability	30gradient-start & move with a speed of 5 kmph or above 70gradient –ability to start & move.	To be tested at full procedure as per AIS - 003load
18	Ground clearance	180 mm or more	IS: 9435
19	Overall size of the E-Rickshaw/Cart	Length <2.8m Width <1m Height<1.8m	
20	Windshield	Glass windshield with wiper motor Or As Approved by ICAT/ARAI	Components Compliance to Be submitted To testing agency

21	Brakes	Parking& service brakes safe & efficient	Components Compliance to be submitted to testing agency
22	Instrument Panel	Speedometer and battery charge indicator	
23	Roof	Fiber Glass or a combination of fiber glass and good quality metal	
24	Controls	Start/Stop switch and indicators	
25	Tyres	2 -12" minimum or As approvedby ICAT/ARAI	

1.	Type of Electric Cart	Fully electric, Battery Operated Motor driven	Minimum 800 Kg load
2.	Pedal Assistance	not required	
3.	Reverse Gear	Required	
4.	Maximum speed	20kmph	to be tested with full load
5.	Curb Weight (weight of the electric Cart including the battery)	200 kg	Tentatively

6.	Laden Weight (curb weight + weight of driver and luggage)	1000 kg	For a full charge of the batter, to be tested with full load at maximum speed
7.	Range	85km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed
8.	Motor output power	48V, 650W or more	
9.	Motor Type	Brushless motor	
10.	Motor Efficiency	85% or above	
11.	Battery Voltage	48V	
12.	Battery Capacity	50Ah	
13.	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified
14.	Battery Charge	230 V nominal input Voltage, high efficiency	Charging time and efficiency shallbe specified
15.	Electric Power Supply Efficiency	95% or more	
16.	Mechanical Power Transmission Efficiency	95% or more	
17.	Overall Efficiency of the Electric Rickshaw/Cart	75% or more	To be tested at full load with Maximum speed for the ful

			range
18	The Body size shall be	2.50 Cu.m	

1.	Type of Electric Cart	Fully electric, Battery Operated Motor driven	Minimum 800 Kg load
2.	Pedal Assistance	not required	
3.	Reverse Gear	Required	
4.	Maximum speed	20kmph	to be tested with full load
5.	Curb Weight (weight of the electric Cart including the battery)	200 kg	Tentatively
6.	Laden Weight (curb weight + weight of driver and luggage)	1000 kg	For a full charge of the batter, to be tested with full load at maximum speed
7.	Range	85km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed
8.	Motor output power	48V, 650W or more	
9.	Motor Type	Brushless motor	
10.	Motor Efficiency	85% or above	

11.	Battery Voltage	48V	
12.	Battery Capacity	50Ah	
13.	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified
14.	Battery Charge	230 V nominal input Voltage, high efficiency	Charging time and efficiency shallbe specified
15.	Electric Power Supply Efficiency	95% or more	
16.	Mechanical Power Transmission Efficiency	95% or more	
17.	Overall Efficiency of the Electric Rickshaw/Cart	75% or more	To be tested at full load with Maximum speed for the full range
18	The Body size shall be	2.5 Cum	

- Fitness/Compliance Test as per the Ministry of Road Transport and Highways GSR No. 709 (E) dated 8 October 2014
- Compliance Certificate for the following test to be carried out as per the Safety Standards for E-Rickshaw/E-Carts as per the Ministry of Road Transport and Highways Notification No. S.O. 2590 (E) dated 8 October2014.

1.	Automotive lamps used in motor vehicles for the following applications: Head Lights Main and Dip ParkingLight Direction IndicatorLamp TailLamp ReversingLamp	AIS – 034/2004
2	Wheel rims	AIS – 073/2007
3	(a) Installationrequirementforlighting,light signalling devices (b) Performance for requirement of lighting , light signalling devices	AIS – 0009/2001 AIS – 012/2004 AIS – 010/2004
4	The requirements for construction and functional safety of battery operatedvehicles	AIS – 038/2003
5	The measurement of net power and the maximum thirty minute power and speed for battery operated vehicles	AIS – 041/2003
6	Traction batteries used in battery operated Vehicles	AIS – 048/2009
7	Requirement of handholds	AIS – 046/2009
Compliance/Test Certificates for the following Additional Tests to be Carried Out for the E – Rickshaw/E-Cart:		
8	Range	AIS-040
9	Overall Efficiency	AIS-039
10	Gradeability	Procedure as per AIS-003
11	Ground Clearance	IS – 9435

The motor shall be of “Brushless Type” specifically designed for electric vehicles. These brushless type motors can be of DC or AC type having high efficiencies at the rated output power delivered. Thesemotors shall meet the relevant applicable available test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT,etc.).

The motor controller shall be capable of controlling the motor from start to maximum speed with no load to full load and also for slight overloads of 20% over and above the rated full load for shorter durations.They shall be able to continuously drive the motor once started with the full load with maximum speed for the full declared range of the vehicle. The controllers shall be stable, robust and shall be capable of operating at all the conditions normally encompassed by the automobiles. The motor controllers used shall meet the relevant applicable available test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT,etc.)

The power supply system to the motor from the storage battery which includes the dc/dc converter, and the motor driving circuit which may be a dc converter or an inverter as the case may be for the type of motor, along with the controller shall also meet the relevant applicable available test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).The efficiency of the power supply system which includes the dc/dc converter, and the motor driving circuit which may be a DC converter or an inverter as the case may be for the type of motor used (calculate as the input power at the motor terminals divided by the output power at the battery terminals) shall not be less than 95% when the motor is delivering the rated output power to its shaft.

As the electric Rickshaw/Cart is supposed to have frequent start-stop operations, and also varying speed and varying load operations, the battery used shall be able to survive these frequent variations. It shall be capable of supplying electric power as per the requirementandspecifications of the vehicle for meeting its travel for the full range with full load. Therefore, the battery used shall be of lead-acid or better type, and shall be EV grade tubular deep discharge type with high cycle life. The batteries used in the electric Rickshaw/E-Carts shall meet the relevant applicable available test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT,etc.).

The mechanical power transmission from the motor shaft to the wheels shall be highly efficient. The direct mounting, or chain and sprocket or any other mechanical arrangement shall be highly reliable needing least maintenance and shall be tested for all its maneuvers to be able to meet the electric Rickshaw/E Cart requirements of frequent start, stop and gradient climbing, etc apart from its normal running with full load and full speed. The mechanical power transmission system used in the electric Rickshaw/E Cart shall meet the relevant applicable test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT,etc.).

The overall electric Rickshaw/E Cart design shall meet all the requirements of safety (of the vehicle, safety of passengers and luggage and the driver), reliability, repeatability, efficiency, strength, smoothness in riding, passenger comfort in climbing/entering the Rickshaw/Cart, sitting at steady state and during the ride, getting down from the Rickshaw/Cart, keeping the luggage, etc. The Rickshaw/Cartshall not be noisy to cause discomfort for the passengers/Surrounding Environment. It should have sufficient precautions not to have any electric shock for the passengers as well as the driver. It should have the proper control and instrument panel to indicate the speed, state of charge of the battery (or the remaining charge or kilometers it can run), etc. It should have sufficient braking system, suspension system, start and stop buttons, key, front and back lights with parking lights too, power supply system for these auxiliaries, and proper covered battery compartment not to cause any problem for the passengers, etc. The electric cycle Rickshaw/Cart should have the certification from any of the Government of India approved testing centers such as ARAI, ICAT, etc, so as satisfy the required performance of the electric Rickshaw/Cart as a whole and also all the main components used in it such as the motor, battery, motor controller, mechanical power transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety. The Rickshaw/Cart has to be fabricated with good quality steel properly plated/painted to avoid rusting for more than five years. The body shall be of good quality metal, and the roof shall be of fiber glass or a combination of fiber glass and metal of good quality. The seats have to be of very good quality with proper cushioning provided. There shall be sufficient number of handles to ease passenger entry and ride. It shall have sufficient height and shall be giving proper protection to the passengers from the direct sun light and rain. The vehicle integration, packaging of electrical and electronic wires and devices shall be suchthat the Rickshaw/Cart can run even in rainy season/during the rain without any problems.

The supplier of the E-Rickshaw/Cart shall preferably an original manufacturer/ Authorized Reseller of Motor/Battery Operated Electric Rickshaw/Cart. The supplier shall not be a trader/importer or simply an assembler for various components. The supplier shall have the facility and capability for the design, fabrication, assembly and testing of the offered E-Rickshaw/Carts. The supplier can use the motors, controllers, batteries and battery charges procured preferably from various reliable and quality sources. All these components have to be tested at the supplier's site independently before assembling into the E-Rickshaw/Carts. The supplier shall be capable of providing reliable and economical after-sales service including provision of spares for all components used. It will be the responsibility of the supplier of the E-Rickshaw/Carts to get all the components used in the electric Rickshaw/Cart and

also the electric Rickshaw/Cart as a whole to be testedby the Government of India approved testing centres such as ARAI, ICAT, etc.

The Service Centre cum charging centre being built should be of highest standard with latest technology used for repair and servicing

The Charging/ Service Centre should have the following minimum facilities. The facilities listed is not exhaustive but indicative

I. Service staff Charging station with facility to Simultaneous Charge at least 5 vehicles
II. Open space for sufficient parking of vehicles coming for repair and repaired vehicles
III. Closed space for washing of vehicles including sump and over head tank for water storage
IV. Closed space for repair and service of vehicles
V. Closed Space for store and spares room capable of storing spares for running 6 months
VI. Beneficiary waiting/ sitting area with drinking water facility
VII. Record/ Accounts room
VIII. Toilets
IX. G.I sheet root structure shall be constructed by the successful bidder whose area shall not be less than 500 sq.m

The facilities listed are not exhaustive but indicative.

The Charging/ Service Centre should have the following minimum specifications. The Charging/ Service Centre should be design and built as per latest version of Indian Standards/ National Building Codes.

i. The Charging/ Service Centre should have a boundary wall of minimum 1.5m height with MS gate of required length
ii. The Charging/ Service Centre should be building should be-
    a. Foundation of building in concrete with plinth height of 600mm above the abutting road
    b. Super structure in Steel (including columns and truss) with GI profiled colour roof sheets. Columns to be concealed.
    c. Walls in red brick plastered with cement mortar both inside and outside
    d. False ceiling
    e. Cement concrete vacuum dewatered flooring in covered areas
    f. All opening like doors and windows in uPVC and rolling shutters and grills in steel.
    g. Enamel painting to all exposed steel structures and Oil bound distemper to all concrete/ wall surfaces
    h. All departments in the Charging/ Service centre should be clearly demarcated with paints in floor and name plates on wall/ doors.
    i. Underground Sump and Over head tank in Reinforced Cement Concrete
    j. Toilets/ Wash room/ locker room of staff as per NBC norms.
    k. Small waste water treatment plant to treat waste water coming from the service centre and toilets and wash room.

l. Electrification of the centre with Concealed wiring in administration rooms while exposed on cable trays in the service centre with adequate lighting and fans where required.
m. Necessary power and water supply arrangements shall be made
n. All internal electrification and plumbing should be done by the bidder
o. KMC WILL ALLOT Rent free site for establishing service station for a period of 3 years including warranty period of 1 year after completing the entire supply.

1. Delivery Period: The supply and delivery of E- Rickshaws should be completed within 180 days from the date of issue of Work order

2. Service Period: The Charging and Service stations should be maintained for a period of 3 years from the date of receipt of Delivery completion certificate from the Purchaser. The Date of Completion will be reckoned as the last day of the 3 years of maintenance of Charging and Service stations.

3. The total period of completion of the contract is 3 years 180 days.

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract (GCC)

	1.1 The following words and expressions shall have the meanings hereby assigned to them: a. ” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (a) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (b) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (c) “Day” means calendar day. (d) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (e) “GCC” means the General Conditions of Contract. (f) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (g) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC and any Officer as designated by the Purchaser to oversee the contract implementation. (h) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract. (i) “SCC” means the Special Conditions of Contract. (j) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (k) “Supplie/service provider”means the person, private or government entity, or a combination of the above, whose Bid

	to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (l) "The Project Site," where applicable, means the place named in the SCC. (m) "GoAP" mean Government of Andhra Pradesh. (n) "Delivery Completion Certificate" means certificate issued by the Purchaser on complete and satisfactory of goods at the Final Destination. (o) "Date of Completion" means satisfactory completion of the Service Period.
	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
	4.1 If the context so requires it, singular means plural and vice versa. 4.2 Incoterms (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce in Paris, France. 4.3 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract. 4.4 Amendment No amendment or other variation of the Contract shall be

	valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. 4.5 Non-waiver a. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. 4.6 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
	5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the English
	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
	7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country.A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the

	provisions of the laws of that country. 7.2 VOID
	8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the The term "in writing" means communicated in written form with proof of receipt. 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions of Union of India (a) VOID 9.2 (b) VOID
	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified inThe Arbitration and Conciliation Act, 1996 10.3 All disputes are subjected to the jurisdiction of the city of Kakinada. 10.4 Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier. 10.5 The Arbitral Tribunal shall consist of 3 arbitrators and one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall

	be chosen by the two Arbitrator appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Purchaser. 10.6 If one of the parties fail to appoint its arbitrator in pursuance of sub-clause 10.5 above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Purchaser both in case of foreign supply as well as Indian supply. A certified copy of the order from the Purchaser making such an appointment shall be furnished to each of the parties. 10.7 The decision of the majority of the arbitrators shall be final and binding upon both the parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
	11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Purchaser and/or persons appointed by the Purchaser 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 Purchaser if requested by the Purchaser.
	12.1 The Goods and Related Services to be supplied/ provided shall be as specified in the in Part 3 of the bid document and detailed out in Part 2 of the bid document
	12.2 Unless otherwise stated in Special Conditions of Contract, the Supplier shall, be responsible for the provision of all power, water and other services he may require for discharging of his obligations under this contract

	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the given in Section V The details of shipping and other documents to be furnished by the Supplier are specified in the
	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. 14.2 The Supplier shall be responsible for the adequacy, stability and safety of all services being provided including construction of Charging and service centre. 14.3 The Supplier shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on as the Charging and Service Station 14.4 The Supplier shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Purchaser shall be entitled to audit any aspect of the system. 14.5 The Supplier shall be deemed to: (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters. Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Supplier's obligations under the Contract and all things necessary for the proper discharge of the contract agreement. 14.6 The Supplier shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.

	14.7 The Supplier shall assume liability and shall indemnify the Purchaser from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. 14.8 In general, in respect of all labour directly or indirectly employed in the Work for the performance of Suppliers's part of the Contract, the Supplier shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. 14.9 The Supplier shall not employ any children/ child labour below the age of 18 years. 14.10 The Supplier shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds such as benefits, old age pension and/or any other benefits/compensation legally payable in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Supplier and produced for scrutiny by the concerned authorities and the Purchaser
	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the
	16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract. 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. 16.5 VOID
	17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's

	Country. 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	18.1 If required as specified in the SCC, the Supplier shall, within ten (10) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 18.3 VOID 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the
	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
	20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier

	under GCC Clause 20. 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract.Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that: a. VOID b. now or hereafter enters the public domain through no fault of that party; c. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or d. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 21.2 Subcontracts shall comply with the provisions of GCC 7.
	22.1 Technical Specifications and Drawings (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and

	standardsshall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
	23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage.Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
	24.1 Unless otherwise specified in the the Goods supplied under the Contract shall be fully insuredagainst loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the
	25.1 Unless otherwise specified in the responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
	25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any

	warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
	26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and

	Completion Dates and the other obligations so affected. 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications.The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4. 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
	27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
	28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 28.3 Unless otherwise specified in the the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the

	28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
	29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the

	same on its own behalf. 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 29.5 `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
	30.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement
	31.1 Unless otherwise specified in the Contract, if after the bid submission date, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already

	been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
	32.1 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. 32.2 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. 32.3 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.
	33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier. 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. 33.3 Prices to be charged by the Supplier for any Related Services that

	might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 33.4 VOID 33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
	34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause.As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
	35.1 Termination for Default (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract Section V-Supply & Service Requirements, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; (ii) if the Supplier fails to perform any other obligation under the Contract; or (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable

	to the Purchaser for any additional costs for such similar Goods or Related Services.However, the Supplier shall continue performance of the Contract to the extent not terminated. 35.2 Termination for Insolvency. (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.In such event, termination will be without compensation to the Supplier, provided that such terminationwill not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser 35.3 Termination for Convenience. (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.For the remaining Goods, the Purchaser may elect: (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
	36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
	37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods,

	systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VII- Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC).Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

	The goods to be supplied and serviced are the battery operated Rickshaws/ Cartsmore detailed out with specifications in Section V of the bid document.
	The Purchaser is:
	The Project Site(s)/Final Destination(s) is Kakinada
	All Countries are eligible.
	For _____, the Purchaser's address shall be: Web: www.kakinada.cdma.ap.gov.in Email: smartcityofficekkd@gmail.com kakinadacorporation@gmail.com
	The scope of Contract is- Supply of E-Rickshaw/E-Cart as per the specifications (Provided in Section V of the bid document) and also numbers as specified in Financial Bid format within the Delivery period as mentioned in Section V of the bid document. Construction of 1. No. of service station in Kakinada with in 75 days from the issue of work order as per section V Construction of 4 numbers of State of Art Services cum Battery Charging Centres/ stations in Kakinada within 60 days from the issue of work order as per Section V. 4. Maintain the Service cum Charging station with spare parts for Service Period as mentioned in Section V under C. Delivery Time & Date of Completion & handover the same to the Purchaser in Good Working

	condition to satisfaction of KSCCL
	The Purchaser will provide rent free Open Land to the Supplier for establishing the Charging/ Service Station. The ownership of the Land rests with the Purchaser at all times. The Purchaser shall provide required electricity at the boundary of the charging station as per request from the Supplier on the rating/ quantity needed to carry out the services as detailed out in this contract. The Supplier has to pay for the electricity and water charges as per the prevailing market rate to the concerned authority. The supplier has to arrange for a required meters to record the electricity and water consumption.
	• Delivery Period: The supply and delivery of E- Rickshaws should be completed within 180 days from the date of issue of Work order • Service Period: The Charging and Service stations should be maintained for a period of 3 years from the date of receipt of Delivery completion certificate from the Purchaser. The Date of Completion will be reckoned as the last day of the 3 years of maintenance of Charging and Service stations. • The total period of completion of the contract is 3 years 180 days. AS for the documents required for delivery refer Section V of the bid document.
	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the Supplier to the Purchaser.
	A. i. Eighty percent (75%) of total price of all Rickshaw/Carts(Inspected and approved by inspection team) given in the purchase order shall be paid by the Purchaser to the Supplier upon submission of the documents specified in Clause 7 of of the bid document, after delivery of the goods @Kakinada ii. The fifteen percent (15%) amount of theorder value of the Rickshaw/Carts shall be paid to the Supplierafter a. successful installation of Rickshaw/Carts and submission of all installation reports duly signed & stamped by the representative(s) of all the project sites b. Providing 1 day operational training to each beneficiary

	of Rickshaw/Carts. If the beneficiaries of Rickshaw/Carts do not participate in the training on given training schedule, the payment against training of delivered Rickshaw/Carts will be released by the Purchaser after their due satisfaction. Iii 10% along with final bill **B.** i. Upto Foundation : 20% ii. Upto Roof Level : 60^% iii. After Finishing works : 10% iv. Final Payment : 10% (after completing 3 years of O&M). **C.** v. Upto Foundation : 20% vi. Upto Roof Level : 60^% vii. After Finishing works : 10% viii. Final Payment : 10% (after completing 3 years of O&M). **D.** Monthly Salaries will be paid based on the invoice raised.
	A Performance Security of value mentioned below will have to be submitted in the form of a Bank Guarantee from a Nationalized / Scheduled / commercial bank issued in favour of Kakinada Smart City Corporation Limited as per format given in Section VIII • The Performance Security of 5% of the total bid value valid for 42months from the date of signing the agreement.
	• Discharge of the Performance Security shall take place within 60 days from the Date of Completion of Delivery Period / Service Period as the case may be.
	For delivery of Goods at site, the insurance shall be obtained by the Supplier at their own cost equivalent to 110% of the value of the goods from warehouse of the Supplier to the final destinations of installation/Delivery defined as project site on “All Risks” basis including war risks and strikes. It will be the sole responsibility of the Supplier to file the claim, if any, with the Insurance Company immediately after delivery of Rickshaw/Carts at project sites
	The Supplier is required under the Contract to transport the Goods to the Final Destination as specified above, defined as the Project Site, including insurance and storage, as shall be specified in the Contract, shall be arranged by the

	Supplier, and related costs shall be included in the Contract Price
	Additionally the supplier has to liaise and arrange for registration of the goods/ E- Rickshaws/ Carts with the Road & Transport Authority including securing the number plate of the E- Rickshaw/ Cart, painting and fixing of the number plate on the E Rickshaw/ cart and all expenses therein including E Rickshaw/ Cart registration fees.
	The inspections and tests shall be as per Section V of the bid document
	The Inspections and tests shall be conducted at as per Section V of the bid document.
	The liquidated damage shall be 0.5% per week
	The maximum amount of liquidated damages shall be 10% of the contract value
	The period of validity of the Warranty shall be 12 months from the date of completion of Delivery Period OR 12 months from the date of installation and acceptance of the Rickshaw/Carts whichever occurs later for all the items. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be cost of replacement of goods purchased. For purposes of the Warranty, the place(s) of final destination(s) shall be Kakinada

	The period for repair or replacement shall be 48 hours from the time of bringing to notice of supplier the repair. Further should the goods comes for repair for more than 6 times in a month the supplier shall replace the said good with a new one at Supplier cost within 6 days from the reporting of the 6th repair. Failure to comply will make the supplier liable to pay a penalty of Rs.100 per day per Rickshaw/Carts. The total amount of penalty recovered from Supplier during full warranty period will be limited to the an amount worth value of the Performance Security Guarantee. The amount of penalty will be recovered forfeiting the Performance Security Guarantee during warranty period in case the same is not deposited in time to the Authority on request. Further In case of providing repair/ replacement/ rectification services using a third party within the stipulated time of 48 hours, the cost of arranging the repair/replacement/rectification from a third party shall be borne by the Supplier.

Section VIII- Contract Forms

THIS AGREEMENT made the ……..Day of …… 2016……. Between …….. Kakinada Smart City Corporation Limited (hereinafter called "the Purchaser"/ OR "KSCCL") having its registered/ principal office at _____ (India) which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns of the one part

AND

…… (Name of Successful bidder) (hereinafter called "the Supplier/ Service Provider"/ "Successful Bidder") having its registered/ principal office at _____ and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns,

WHEREAS the KSCCL has invited bids for _____ and whereas the Successful Bidder desirous of undertaking the works has bid and KSCCL has accepted the bid for execution of works for a sum of _____ (contract price) (hereinafter called "the Contract Price")

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE KSCCL AND THE SUCCESSFUL BIDDER AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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-
    a. The Contract Agreement
    b. Letter of Award
    c. Work Order
    d. Letter of Bid
    e. The Price Schedule submitted by the Bidders;
    f. The Scope of work
    g. Special Conditions of Contract
    h. General Conditions of Contract
    i. Instructions to bidders
    j. KMC's Notification of Award

3. The Successful bidder shall be bound by the details furnished by him/her to the KSCCL while submitting the tender or at subsequent stage. Upon selection of the successful bidder, if at any stage, the document furnished by him/her is found to be false or the quality of the work/ services or rate are found of poor quality or different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and Performance Security shall be stand forfeited.

4. The rate quoted by the selected Successful bidder, and as approved by the KSCCL, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the period of contract, shall not be entertained at any stage.

5. In considerations of the payments to be made by the KSCCL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the KSCCL to provide the goods and services and to remedy defects there in conformity in all respects with the provisions of the contract.

6. The KSCCL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services 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.

7. The Successful Bidder hereby agrees to deliver the works/ services as mentioned above within contract period of _____

8. That in the event of any dispute arising between the parties; the same shall be referred to the Adjudicator for reaching to a amicable solution. In case of failure to reach an agreement from Adjudicator shall be settled by arbitration.

will take effect from ……day of …….Two Thousand Thirteen and shall be valid for three year.

, both the parties KSCCL and the SUCCESSFUL BIDDER have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Agreement as of _____ day of month _____ of 2017 here at Kakinada.

For and on behalf of the 'Successful Bidder/ Supplier/ Service Provider' Signature of the authorized officer Name of the Officer By the Said ……Names on behalf of the "Authorized Signatory, of the firm / company " In the presence of Witness:…….. Name:…… Address:…… ……..	For and on behalf of the "Managing Director, KSCCL" Signature of the authorized officer Name of the Officer By the Said ……Names on behalf of the "Managing Director, KSCCL" In the presence of Witness: …….. Name: …… Address:…… ……

1. In consideration of the Kakinada Smart City Corporation Limited, (hereinafter called 'KSCCL') having agreed to _____(hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of Agreement No. _____Dated _____ made between KSCCL for the (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, (hereinafter referred to as 'the bank') at the request of , Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by KSCCL.

2. 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 KSCCL 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).

3. We undertake to pay to the KSCCL 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.

4. 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 KSCCL 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.

5. We, Bank name with address, further agree with the KSCCL 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 the 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 ant 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 KSCCL or any indulgence be the KSCCL 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.

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

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

8. This Guarantee shall be valid up to _____unless extended on demand to be made by the KSCCL. 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