



Ref: TSCCL/Projects/02 (E-HEALTH)/2017

**Request for Proposal (RFP) for
Procurement of Implementing Agency
for implementation of E-Health
solution in Municipal Corporation
Tirupati (MCT) Schools (4 schools)
under Implementation of the Smart
City Mission in Tirupati**

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

TIRUPATI SMART CITY CORPORATION LIMITED
(TSCCL)

Ref: TSCCL/Projects/02 (E-HEALTH)/2017

REQUEST FOR PROPOSAL (RFP)

TSCCL desires to invite Request for Proposal (RFP) for selection of “Procurement and Implementing Agency for implementation of E-Health solution in Municipal Corporation Tirupati (MCT) Schools (4 schools) in Tirupati under Smart City Mission. The detailed RFP including EMD, TOR, Eligibility criteria etc., can be downloaded from website of www.apcprocurement.gov.in from 28-10-2017 onwards.

The last date for online submission of bids is 15-11-2017 up to 17.00 hrs.

For more details contact:

Tirupati Smart City Corporation Limited.

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Sd/-
Managing Director,
TSCCL

Bidding Document

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DISCLAIMER

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

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

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

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

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

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

The issue of this RFP does not imply that the Employer is bound to select a Bidder or to appoint

the Selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Key Dates

S.No.	Activity	Deadline
1	Release of RFP	28-10-2017 from 15:00 hrs
2	Last date of receipt of queries on RFP by e-mail :	04-11-2017 upto 17:00 hrs
3	Posting of response to queries	07-11-2017 by 17:00 hrs
4	Last date for submission of Bids on Online	15-11-2017 upto 17:00 hrs
5	Last date for submission of Bids by Hardcopy	18-11-2017 upto 16:00 hrs
6	Date of opening of technical bids	18-11-2017 at 17:00 hrs
7	Date of Presentation	21-11-2017 at 10:00 hrs
8	Date of opening of Financial Bid	21-11-2017 at 14:00 hrs

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

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

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

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

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

staff of the Employer (or of the Project Management Consultant of the Employer) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Implementing Agency or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by Employer in accordance with the above ITB 3.1, including in accordance with the Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption shall be ineligible to be prequalified for, bid for, or benefit from a Employer's contract, financially or otherwise and as **specified in the BDS**.
- 4.5 Not Applicable

- 4.6 A Bidder shall not be under suspension/debar/blacklisting from bidding by GoI or State Govt.(s) or the Employer or Multilateral Funding Agencies as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Employer's country prohibits commercial relations with that country, provided that the Employer is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or the Employer's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda or corrigenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 62 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 63 Unless obtained directly from the Andhra Pradesh e-procurement platform, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer's website shall prevail.
- 64 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
- 65 The Bid Processing fee is specified in BDS
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 71 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer may upload its response on employer's website, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 72 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction and/or implementation of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 73 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose (upon a written request from bidder) of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer

and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 74 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 75 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than period specified in BDS before the meeting.
- 76 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or

outcome of the bidding process.

- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (i) Letter of Bid in accordance with ITB 12;
 - (ii) Completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
 - (iii) Bid Security in accordance with ITB 19.1;
 - (iv) Alternative bids, if permissible, in accordance with ITB 13;
 - (v) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (vi) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (vii) Technical Proposal in accordance with ITB 16; and
 - (viii) Any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Schedules** 12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB

20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, bids are invited for individual schools (contracts) or for any combination of schools (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all schools (contracts) are opened at the same time.
- 14.7 All duties, insurances, taxes, and other levies payable by the Implementing Agency under the Contract, or for any other cause, as of the date shall be included in the total bid price submitted by the Bidder.
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 15. Currencies of Bid and Payment**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 16. Documents Comprising the Technical Proposal**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.2 NOT APPLICABLE

**18. Period of
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 NOT APPLICABLE

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, a bid security **as specified in the BDS**, in original form in the amount and currency **specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank (scheduled commercial bank)

from an eligible country on the name of the Employer as **specified in the BDS**. If the unconditional guarantee is

issued by a bank located outside the Employer's Country, the issuing bank shall have a correspondent bank located in the Employer's Country to make it enforceable. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for sixty (60) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non-responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 42.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.

19.8 The bid security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of Award mentioned in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in

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

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the online submission, physical submission (original and the copies), the online submission shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and scanned copy of the original and shall be signed (physically or digitally as the case may be) by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the online submission, original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the online submission and original & the copies shall then be enclosed in one single envelope (Physically and/or digitally as the case may be).

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

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

21.3 If all envelopes are not sealed and marked (Physically and digitally) as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

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

21.5 It is mandatory for all the participating bidders to pay electronically the Transaction fee to M/s Vupadi Technologies through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa cards issued by any bank and Direct Debit facility / Net Banking of ICICI Bank, HDFC to facilitate the transaction. As prevalent Government GST Norms + Bank Charges for Credit Card Transaction of 1.80% on the transaction Amount payable to M/s. Vupadi Technologies Shall be applicable.

21.6 The transaction Fee is as per norms of prevalent Government Norms.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall submit the bids physically and electronically (scanned copy of the original). Bidders submitting bids electronically in addition to physically submission shall follow the electronic bid submission procedures specified in 21.4 and 21.5 above.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

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

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened (physically submitted) to the Bidders and electronically submitted bids shall not be opened of those bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid

authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes (physical and electronic) that are opened and read out at bid opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per school (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid is to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per school (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

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

so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of

other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).

31. Correction of Arithmetical Errors

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

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the

total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

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

33. Margin of Preference

33.1 NOT APPLICABLE

34. Sub Implementing Agencies

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

34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-Implementing Agency's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-Implementing Agencies.

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

35. Evaluation of Bids

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

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

- (a) The selection is based on quality cum cost based selection (QCBS) as **specified in BDS**
- (b) In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight

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

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

(Evaluation and Qualification Criteria);

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If this Bidding Document allows Bidders to quote separate prices for different schools (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section
III. Evaluation and Qualification Criteria.

35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

37. Qualification of the Bidder

37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been ranked first (H1) evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of
Award**

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also publish online the results identifying the bid and school (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) name of bidders whose bids were rejected and the reasons for their rejection; and
- (iii) name of the bidders who qualify for financial bids;
- (v) name of the winning Bidder, who scored the highest point (combined technical and financial).

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract. The performance security shall be the percentage of the contract amount as **specified in the BDS**. The performance security shall be furnished in the form of an **unconditional guarantee issued by a bank (scheduled commercial bank)** from an eligible country on the name of the Employer as **specified in the BDS**. If the unconditional guarantee is issued by a bank located outside the Employer's Country, the issuing bank shall have a correspondent bank located in the Employer's Country to make it enforceable. The performance security shall be submitted either using the Performance Security Form included in Section X. Contract Forms, or in another substantially similar format approved by the Employer prior to bid submission. The performance security shall be valid for sixty (60) days beyond the validity period of the contract, or beyond any period of extension under the contract, if agreed.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next ranked evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

43. Settlement of Disputes

43.1 – Amicable Settlement

- a) The Parties shall seek to resolve any dispute amicably by mutual consultation
- b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause ITB 43.2 shall apply.

43.2 – Dispute Resolution

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **BDS**

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The Employer is: Tirupati Smart City Corporation Limited (TSCCL) Tirupati
ITB 1.1	<p>The name of the bidding process is: Request for Proposal (RFP) for Procurement and Implementing Agency for implementation of E-Health solution in Municipal Corporation Tirupati (MCT) Schools (4 schools) in Tirupati under Smart City Mission</p> <p>The number and identification of schools comprising this bidding process is:</p> <p>School: 01 - Municipal Corporation Primary School, Singalagunta, ward number 38</p> <p>School: 02 - Municipal Corporation Upper Primary school, S.G. Colony, ward number 9</p> <p>School: 03 - Municipal Corporation Upper Primary School, PK Street, ward number 26</p> <p>School: 04 - Municipal Corporation Upper Primary School, Yanadi Colony, ward number 33</p>
ITB 2.1	The name of the Project is: Procurement and Implementing Agency for implementation of E-Health solution in Municipal Corporation Tirupati (MCT) Schools (4 schools)” in the Area Based Development (ABD) in Tirupati
ITB 4.1	Maximum number of members in the JV shall be: Three (03)
ITB 4.3	Submission of incorporation or registration certificate of the bidder (all entities in case of JV or proposed sub-Implementing Agency or sub-consultants) is mandatory
ITB 6.5	<p>Bid Processing fee INR 2,000/- (Indian Rupees Two Thousand Only) shall be paid through online payment in favour of the Commissioner, Municipal Corporation Tirupati.</p> <p>Bid Processing Fee shall be paid online as per applicable norms.</p> <p>The Bid processing fees is Non-Refundable</p>

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer’s address is: Attention: Managing Director, <u>Tirupati Smart City Corporation Limited (TSCCL), Tirupati Municipal Corporation, 13-29-M9-1-00, Tilak Road, East Tirupati, Chittoor District, Andhra Pradesh. Pin Code : 517501</u>
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	<p>Electronic mail address: tsccltirupati@gmail.com with a copy to Rajendra.Raut@aecom.com</p> <p>Requests for clarification should be received by the Employer no later than: <i>Refer Key dates.</i></p>
ITB 7.1	Web page: www.apecprocurement.gov.in
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place. – No</p> <p>A site visit conducted by the Employer <i>shall be organized</i> on the written request of the bidder. The bidder shall intimate the Employer for site visit through Electronic mail tsccltirupati@gmail.com at least three (03) days in advance.</p>

C. Preparation of Bids

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

	<p>(v) Unconditional Technical Proposal including all forms</p> <p>(vi) Unconditional Financial Proposal (electronically submission only)</p> <p>Note: If the conditional technical and financial proposal submitted, the bid shall be considered as non-responsive.</p>
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.5	The prices quoted by the Bidder <i>shall not be subject</i> to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: Indian Rupees (INR).
ITB 18.1	The bid validity period shall be: Ninety (90) Days from the date of online submission of Bids on the Employer's web portal.
ITB 18.3 (a)	A price adjustment provision applicable : NO
ITB 19.1	<p>A Bid Security / EMD <i>shall be</i> required.</p> <p>Bid Security / EMD of Indian Rupees 20,000/- (INR Seventy Five Thousand only) in the form of DD / BG from a scheduled bank in India and drawn in favour of the Managing Director, Tirupati Smart City Corporation Limited and payable at Tirupati, must be submitted along with the hard copies. The minimum validity date of BG should be 90 days from the last date of submission of the bids.</p>
ITB 19.2	Not Applicable
ITB 19.3	The Bid Security shall be drawn in favour of Managing Director Tirupati Smart City Corporation Limited and payable at

	Tirupati (Andhra Pradesh-India).
ITB 19.9	Not Applicable
ITB 20.1	<p>In addition to the original of the bid, the number of copies is: One (01)</p> <p>The bidder shall submit the bids as follow:</p> <p>Physical Submission : One Original and one photo copy</p> <p>Online submission : Scanned copy of the original</p> <p>Note:</p> <p>(i) <i>If any discrepancy found between the online submission and the physical submission, the bid submitted online shall prevail and be considered as final.</i></p> <p>(j) <i>Both Physical and online bid submission are mandatory, if anyone is not submitted, the bid shall be considered as <u>non-responsive bid</u>.</i></p>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney (PoA) on a Notarized Non Judicial paper of minimum value of Indian Rupees 100/- (Rupees One Hundred).

D. Submission and Opening of Bids

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

ITB 25.3

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

E. Evaluation and Comparison of Bids

ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>Indian Rupees (INR)</i></p> <p>The source of official selling rates is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></p> <p>The date of exchange rates is: Deadline/Last date for submission of proposals (electronically)</p>
ITB 33.1	A margin of preference <i>shall not</i> apply.
ITB 34.2	Not Applicable
ITB 35.2 (a)	<p>(Quality cum Cost based selection (QCBS) is 80 :20 percent</p> <p>Technical score : 80%</p> <p>Financial Score : 20%</p>
ITB 35.2 (c)	<p>1. Financial Qualification :</p> <p>(a) Annual Turnover : Minimum Annual Turnover (ATo) calculated on total certified payments received from business activities related to E-Health solution/IT/ITES in the last financial year (2016 -17): 50,00,000 (INR Fifty Lakh). Net worth as on 31st March 2017–: Positive</p> <p>(Bid must be accompanied by the Audited Financial Statements of the corresponding years)</p> <p>2. Technical Qualification:</p> <p>A detailed technical proposal giving methodology and approach, work plan, CVs of proposed personnel etc. to be submitted.</p> <ul style="list-style-type: none"> • Should have done Health Assessment of at least 10,000 children between the Age of 2.5 Years - 16 Years. • Should have multi lingual support capacity within house (English, Telugu etc) • Should have worked in Tier 1, 2 & 3 cities across India • Should have done atleast 5,000 Teleconsultation • Should have designed and developed IEC program in house • Should have done health education activities with at least 50 schools on health topics.

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

Similar Project' Definition:

- Providing E-Health solutions in (Government / Private Schools, Colleges) with technology based health solutions.

4. Summary of Evaluation Criteria:

- | | |
|--|-------------------|
| A. Similar Project Experience | - 60 Marks |
| B. Presentation of similar works executed | - 30 Marks |
| C. Resource deployment | - 10 Marks |

Consideration of Qualifications for marking

A. SIMILAR WORK EXPERIENCE

	S No	Type of Project	Max Marks	Criteria of marking	
	B.	‘Similar Projects’ Experience (60 Points)			
	(i)	Technology based Health Solution (60 Points) (During Evaluation, the combined experience of the members will be taken into account, In case of consortium)			
	a.	Number of institutions where the bidder has operationalized health programs for schools or its equivalent in India (in last 1 year) as on Bid due date. (In case of consortium, the combined experience of the members will be taken into account)	15	No. of Institutions	Marks
				30	5
				31 to 60	10
				>60	15
	b.	Number of students for which the bidder has executed health assessments for children in schools or its equivalent in India (in last 1 year) as on Bid due date. (In case of consortium, the combined experience of the members	15	Number of Students	Marks
				10,000	5
				10,001 to 20,000	10
				>20,000	15

		will be taken into account)										
	c.	Number of institutions where the bidder has trained teachers/doctors and other relevant staff in the last 1 years in Health Education in India as on Bid due date. . (In case of consortium, the combined experience of the members will be taken into account)	15	<table><tr><td>Number of Institutions</td><td>Marks</td></tr><tr><td>30</td><td>5</td></tr><tr><td>31 to 60</td><td>10</td></tr><tr><td>>60</td><td>15</td></tr></table>	Number of Institutions	Marks	30	5	31 to 60	10	>60	15
Number of Institutions	Marks											
30	5											
31 to 60	10											
>60	15											
	d.	Number of Institutions where the bidder has maintained and operated Computer/ IT equipment relevant to E-Health solutions (for minimum of 1 year) in India as on Bid due date. (In case of consortium, the combined experience of the members will be taken into account).	15	<table><tr><td>Number of Institutions</td><td>Marks</td></tr><tr><td>30</td><td>5</td></tr><tr><td>31 to 60</td><td>10</td></tr><tr><td>>60</td><td>15</td></tr></table>	Number of Institutions	Marks	30	5	31 to 60	10	>60	15
Number of Institutions	Marks											
30	5											
31 to 60	10											
>60	15											
B. Live Demo / Presentation of similar works executed (30 Marks)												
	i.	Live Demonstration of projects in terms of implementation, time, adequacy of the implemented projects w.r.t. stakeholder/citizen consultations, Understanding of existing similar Govt schemes and gap assessment	15	Live Demonstrating the E-Health solution provided elsewhere. This can include but not limited to demonstration of dashboard and its content, live demonstration of E-Health check-up and data digitization etc								
	ii.	Live Demonstration of Post Assessment tele consultations process	10	Live demonstration of telecommunication with key stakeholders (parents / doctors / teachers etc)								
	iii.	Approach & Methodology with focus on quality check and assurance demonstration	5									
C. Resource deployment per School (maximum 10 Marks)												
Sr. no.	Personnel	Minimum Desirable Qualification	Nos.	Marks								
1	Project Manager / Master Trainer / Capacity Building expert for Health Assessments and Health Education	Graduate (from recognized university) + minimum 3 Years of similar project experience.	1	10								
2	In order to complete the											

		Job (task / assignment / solution) in stipulated time period, the successful bidder may deploy additional resources (personnel/ experts/ support staff etc.,) for which additional payment shall not be paid. It is deemed that the payment for the same has already been included in the total contract amount.			
	3	<p>Note : The minimum qualifying marks 70 (seventy)</p> <p>The Financial bids of those bidders would be opened whosoever secures at least 70 marks in their Technical Qualification Proposal as per the criteria specified above.</p>			
ITB 35.5					

F. Award of Contract

ITB 42.1	The performance security shall be 5% of the accepted contract amount. On receipt of the performance security by the employer, the bid security of the successful bidder shall be returned.
ITB 43.1	<p>/Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u></p> <p>(a) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1)</p>

arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *Registrar, The Indian Council of Arbitration, New Delhi*.

- (d) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Registrar, The Indian Council of Arbitration, New Delhi* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration under the relevant statute applicable.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [*Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties*] or of the Government's country. For the purposes of this Clause, "home country" means any of:

- (a) the country of incorporation of the Consultant [*Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties*]; or
- (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
- (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
- (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in [*select a country which is neither the Client's country nor the Consultant's country*];
- (b) the *English* language shall be the official language for all purposes; and

the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement

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Section III - Evaluation and Qualification Criteria

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1. Evaluation

The bids shall be evaluated on Quality cum Cost based selection (QCBS) is 80:20 percent

Technical score : 80%

Financial Score : 20%

1.1 Adequacy of Technical Proposal

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

1.2 Single Contract

The bid comprises of the following schools under the contract:

School: 01 - **Municipal Corporation Primary School, Singalagunta, ward number 38**

School: 02 - **Municipal Corporation Upper Primary school, S.G. Colony, ward number 9**

School: 03 - **Municipal Corporation Upper Primary School, PK Street, ward number 26**

School: 04 - **Municipal Corporation Upper Primary School, Yanadi Colony, ward number 33**

Award Criteria

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

2. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Lead Member	Other Members	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.3	Eligibility	Not having been declared, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.4	Government Owned Entity of the Borrower Country	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-	Non-performance	Must meet	Must meet	Must meet	Must meet	Form CON-2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Lead Member	Other Members	
2.2	Performing Contracts	of a contract did not occur as a result of Implementing Agency default since 1 st January [Insert year].	requirement ¹²	requirements	requirement ¹	requirement ²	
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	Must meet requirement ³	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁴ since 1 st January [insert year]	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement ⁵	Form CON – 2
3. Financial Situation and Performance							

¹ This requirement also applies to contracts executed by the Bidder as JV member.

² This requirement also applies to contracts executed by the Bidder as JV member.

³ This requirement also applies to contracts executed by the Bidder as JV member.

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

⁵ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Lead Member	Other Members	
3.1	Annual Turnover (ATo)	Minimum Annual Turnover (ATo) calculated on total certified payments received for contracts in progress and/or completed during each of the last three (03) financial years (2014-15, 2015-16 and 16-17): 50,00,000 (INR Fifty Lakhs)	Must meet requirement	Must meet requirement	Must meet minimum 51 %, of the requirement	Must meet minimum 26%, of the requirement	Form FIN – 3.2
3.2	Net Worth	Net worth as on 31 st March 2017 shall Positive	Must meet requirement	Must meet requirement	Must meet the requirement	Must meet the requirement	Form FIN – 3.1

4. Technical Qualification:

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

- All the requisite supporting documents needs to be submitted as specified in ITB clause 35.2 (c)

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

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

Section IV - Bidding Forms

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Letter of Bid

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

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

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

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

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

To:

Managing Director
Tirupati Smart City Corporation Limited,
Tirupati Municipal Corporation,
Tirupati Pin code: 517501

Dear Sir,

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works as per section VII (works requirement);
- (e) Our bid shall be valid for a period of **90 calendar days** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

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

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

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the highest ranked (H1) evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

⁶ Bidder to use as appropriate

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

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

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

Schedules

School wise Estimated Quantities

Objectives

The objectives of the Estimated School-wise Quantities are:

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

School wise Estimated quantities are annexed separately.

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

[signature(s)]

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

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

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

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4	Title of position
	Name
5	Title of position
	Name
6	Title of position
	Name
7	Title of position
	Name
etc	Title of position
	Name

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

Date: _____
 ICB No. and title: _____
 Page _____ of _____ pages

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

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

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

Form FIN – 3.1: Financial Situation and Performance

Financial Capacity of the Applicant

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

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

(In INR. crore)

Applicant Type	Member Name	Net Worth (Unconsolidated) as on 31 st March 2017
Single entity Applicant		
JV		
Member 1		
TOTAL		

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

Form FIN - 3.2: Average Annual Turnover

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

Bidder's Name : _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Turnover (ATo)		
		Amount Currency	Exchange Rate	INR Equivalent
1	Financial Year 2014-15			
2	Financial Year 2015-16			
3	Financial Year 2016-17			

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

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

Form EXP - 4.1: Project Implementation Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

ICB No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Type of Supporting document attached
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Financial Proposal

E-Health in MCT Schools
(To be submitted online only)

S No	Name of School	Total amount in INR inclusive of all applicable taxes
	School wise Contract Amount	
1	School: 01 - Municipal Corporation Primary School, Singalagunta, ward number 38	
	E-Health	
	Total amount School-1	
2	School: 02 - Municipal Corporation Upper Primary school, S.G. Colony, ward number 9	
	E-Health	
	Total Amount School-2	
3	School: 03 - Municipal Corporation Upper Primary School, PK Street, ward number 26	
	E-Health	
	Total Amount School-3	
4	School: 04 - Municipal Corporation Upper Primary School, Yanadi Colony, ward number 33	
	E-Health	
	Total Amount School-4	
5	Total amount (School No.: 01 + School No.: 02 + School No.: 03 + School No.: 04)	
	E-Health	
	G Total	

Cost of Contract Package (School 1+School 2+ School 3 + School 4) Rupees in INR (in words) : _____

Note: For the detail of E Health refer clause 41.5 of PCC.

Section V - Eligible Countries

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

Not Applicable

Section VI. Corrupt and Fraudulent Practices

(Section VI shall not be modified)

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

“Fraud and Corruption:

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

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

PART 2 – Works Requirements

Section VII - Works Requirements

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Work Requirement / Scope of work / Terms of Reference

1.0 PROJECT DETAILS

1.1 BACKGROUND

With the India Smart Cities Challenge, the Government of India has taken the first step towards realizing its vision of building 100 smart cities across the nation. As part of the India Smart Cities Challenge under Ministry of Urban Development, Government of India, Tirupati is one of the cities that was selected in Round 2 and was ranked 4th amongst a nation-wide competition between 67 cities.

Under Indian Smart Cities Mission, the projects focus is on retrofitting a selected area within the city known as Area-Based Development (ABD). Additionally projects at PAN City level has also been taken up. The projects focus is multi-sectoral. The emphasis is on creating livable cities, Holistic development of the selected area such that it catalyzes the development of other areas and sets an example for other cities.

Tirupati is now working on an implementation plan to convert the Smart City Proposal (SCP) ideas into reality, beginning with retrofitting of the ABD that will catalyse future scalability to entire city and projects at PAN City. Tirupati Smart City ABD area is known as “Tirupati Town Center (TTC)

Tirupati is known as the spiritual center of Andhra Pradesh with about daily 75,000 pilgrims visit Tirumala for darshan of Lord Venkateshwara., besides other historical temples, and is referred to as the "Spiritual Capital of Andhra Pradesh". It was named the "Best Heritage City" for the year 2012-13 by Ministry of Tourism. Tirupati has strong cultural heritage and is a melting pot of various festivals, is considered the Medical Hub of Andhra Pradesh and is home to numerous hospitals.

Tirupati city is located in Chittoor district in the state of Andhra Pradesh. The Municipal Corporation Tirupati (MCT) spread is around 27.44Sq Km and includes 50 Wards. According to 2011 census, the City's population is around 3,74,260. TTC (ABD) area is around 3.01 sq Km with a population of around 1,12,000. The TTC area covers around 11% of MCT area and includes 30% of City's population.

The Smart City Plan for Tirupati revolves around the vision of creating - **"A 21st century pilgrimage city that promotes Arts, Innovation & Sustainable Growth"**.

Municipal Corporation Tirupati

Tirupathi Municipal Corporation is the 1st largest ULB in the Chittoor district. It is located 550 Km from Capital city and 71 Km from District Headquarters. It was established as 3rd grade Municipality in the year 01/04/1886 and upgraded as Municipal Corporation with w.e.f. 02/03/2007.

It is spread over an area of 27.44 Sq.Kms. With a population of 3,74,260 (2011 census). MCT is also the headquarters of Tirupati (urban) mandal, and of the Tirupati revenue division. It is the

9th most populous city in Andhra Pradesh and seventh most urban agglomerated city in the state, with a population of 459,985.

Tirupati Smart City Corporation Limited (TSCCL)

A Special Purpose Vehicle (SPV) was incorporated with the name “Tirupati Smart City Corporation Limited” (TSCCL) on 28th November 2016, to implement the projects proposed under the SCP.

The Project

Aligning with the Smart City Vision, Tirupati will focus on modernizing its education & health infrastructure. MCT has around 44 schools. There are 20 schools in the TTC (ABD) totaling around 3,400 students. The Employer have taken up different projects for implementation. Modernizing 4 (four) MCT schools through implementation of “ e-Health” is one such project taken up for implementation. These schools include:

- **Municipal Corporation Primary School, Singalagunta, ward number 38**
- **Municipal Corporation Upper Primary school, S.G. Colony, ward number 9**
- **Municipal Corporation Upper Primary School, PK Street, ward number 26**
- **Municipal Corporation Upper Primary School, Yanadi Colony, ward number 33**

The focus of this RFP is the four (schools) listed above.

The location map of the four schools is shown in Fig 2. These four schools have an enrolment of around 684 students.

1.2 EXISTING CONDITIONS ASSESSMENT

The design intent in clause 2.0 of this section has to be read along with “Vision, Bill of Quantities” provided in Annexure 1

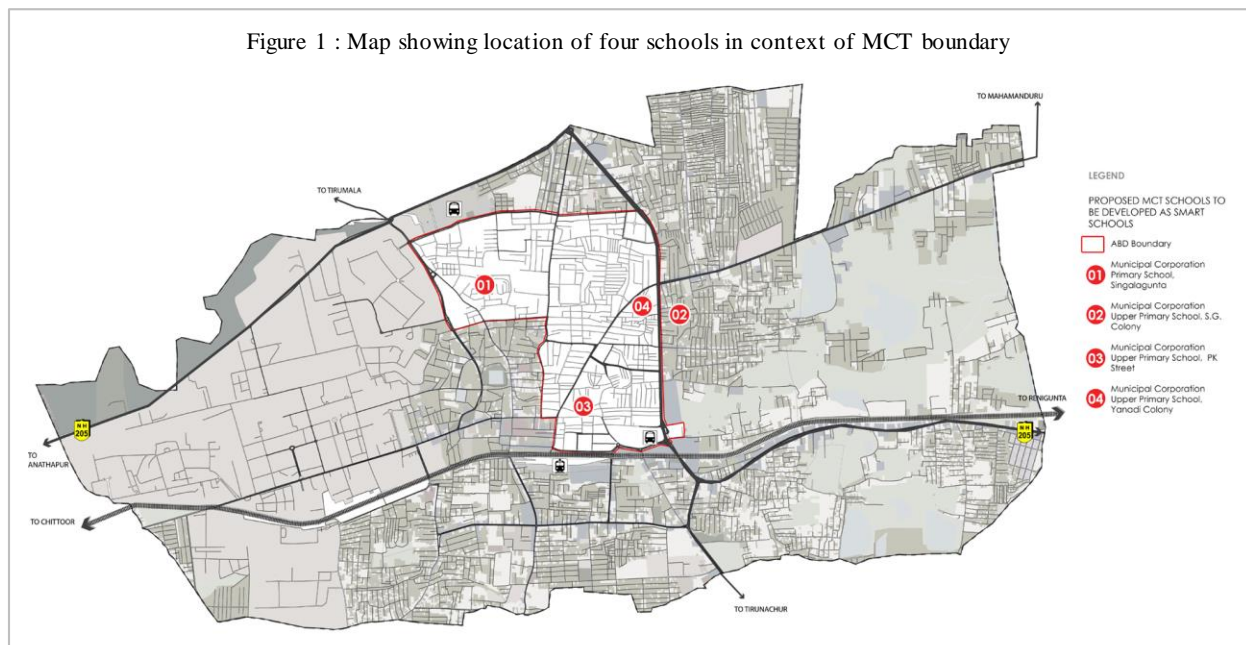
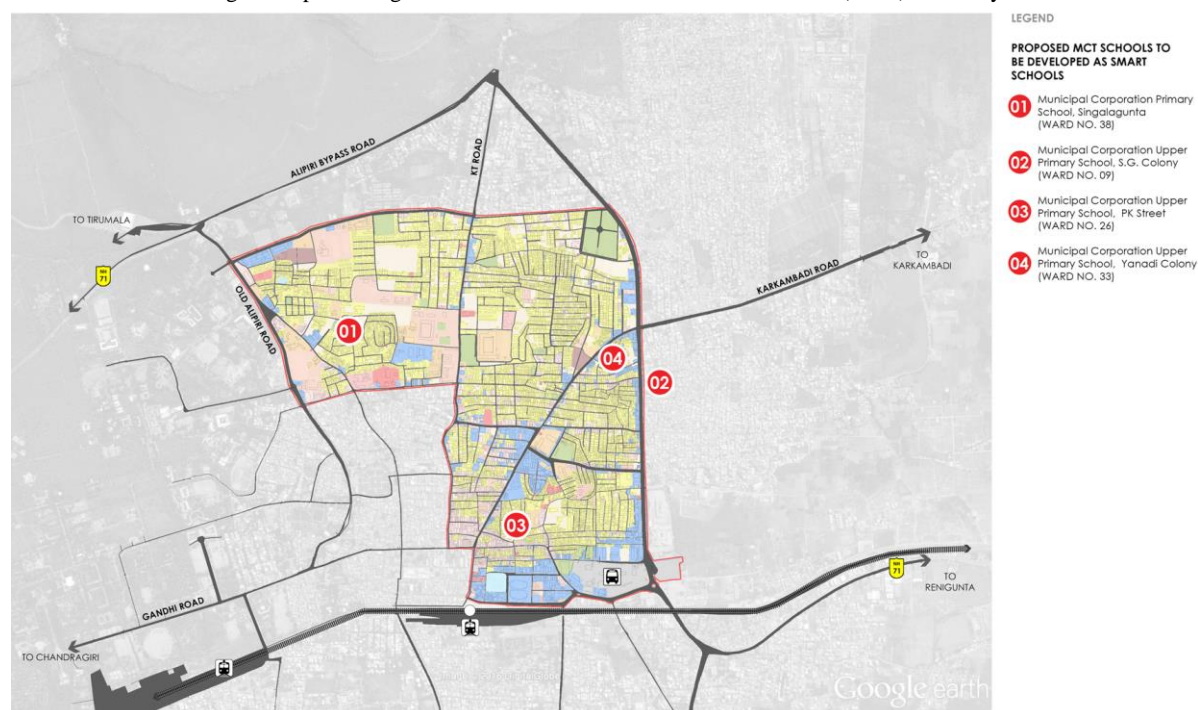


Fig 2: Map showing location of four schools in context of TTC (ABD) boundary



School	Type	CLASS-1		CLASS-2		CLASS-3		CLASS-4		CLASS-5		CLASS-6		CLASS-7		CLASS-8		Total
		Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	
MCPS,SINGALAGUNTA	PS	6	9	10	8	11	7	19	13	20	23	0	0	0	0	0	0	126
MCUPS,S.G.COLONY	UPS	10	17	16	16	9	15	19	19	22	19	21	11	11	22	5	7	239
MCUPS,P.K.STREET	UPS	11	12	12	10	16	14	10	16	13	23	10	15	16	13	13	7	211
MCUPS,YANADI COLONY	UPS	6	9	10	12	8	2	6	10	7	7	4	6	3	4	7	7	108
TOTAL																		684

2.0 PROJECT OBJECTIVE AND EXPECTED OUTCOMES

Modernizing MCT schools as Smart Campus include a **Broad Objective** as show in figure 3. The focus of this RFP is achieving the desired objective listed below:

Figure 3: Broad Objective of this project



The scope of this RFP is to achieve the desired objective and has an expected outcome that is listed below. The Implementing Agency should ensure that the project implementation achieves all objectives and expected outcomes.

E-Health: Building a Scalable, Technology Enabled Standardised Health Benchmark for Schools in Tirupati which ensures a city wide comprehensive health program for age groups 2.5-17 years and it's sustainable implementation for coming years.

GOALS AND EXPECTED OUTCOME

- 2.1 Leveraging existing government schemes in place (such as Jawahar Bala Arogya Raksha and Rashtriya Bal Swasthya Karyakram) and enhancing the health monitoring system
- 2.2 Using Digital ICT to enrich and standardise quality of healthcare services in Schools.
- 2.3 Reduce implementation costs by providing a Standard Operating Procedure for all Medical Health Assessments and maximize utilization of Doctors Team already present at the School.
- 2.4 Uploading the online health records with the Digital Locker for all parents / students to have lifetime access to health data.
- 2.5 Capacity building of doctors and teachers to adapt to technology enabled health monitoring system.
- 2.6 Enabling the government authorities to have a Macro, Birds eye view of the medical conditions on the ground in Schools.
- 2.7 Addressing the issues detected in a meaningful manner by building the Capacity of the government bodies on ground and linking to current government schemes which enable free treatments at Medical Centres.

3.0 SCOPE OF WORK

Scope of work includes **E – Health** and the details are in alignment with the project objectives.

1. Gap assessment of existing Government health programs in schools and building upon the existing system to enhance and digitize health monitoring system
2. Detailed Design of e-Health Program
3. Deployment and Commissioning of Hosting infrastructure for the e-Health solution
4. Training and Capacity building of Doctors and School staff.
5. Setting up and operation of Teleconsultation & Technical helpdesk
6. Integration with third party interfaces

The scope of work for E-Health covers the following 3 key stages at each of the Schools

- I. Stage 1 (month 1 to 4)** – Data collection, Data digitization and analysis, Quality assurance, capacity building & Follow-up

- II. Stage 2 (month 5 to 8)** – Data Analysis, capacity building & Follow-up
- III. Stage 3 (month 9 to 12)** – Data collection, Data digitization and analysis, re-validation, quality assurance, capacity building, Follow-up and Handover.

DETAILED SCOPE OF WORK

- **Carrying out of Field/Site Survey:** The Implementing Agency shall conduct site survey of the four schools where the solution is to be implemented; and prepare the survey report highlighting the site feasibility, any site specific requirements / dependencies for successful commissioning.
- The Implementing agency should submit a complete activity timelines and Monthly Progress report (MPR) to Employer and/or Employers representative
- The Employer and/or Employers representative will supervise and monitor the progress of the implementation and Implementing Agency shall provide necessary coordination.
- **Leverage Existing Government Health Program:** The bidder is expected to study and understand existing health set up in schools and build upon the existing government schemes in place (such as Jawahar Bala Arogya Raksha Yojana and Rashtriya Bal Swasthya Karyakram) and accordingly enhance the health monitoring system.
- **Coordination with School and Medical professionals:** The bidder to coordinate with school administration and doctors through Tirupati Municipal Corporation (TMC), TSCCL and for installation signoff in specified schools as per the requirements of the project.
- Maintain in working condition all Equipment deployed.
- The bidder to log newly procured TSCCL Hardware, Software and connected accessories (Equipment) with OEM and the proof of the same to be shared with TSCCL.
- **E-Health Solution Architecture:** The bidder should develop a detailed e-Health solution Architecture to meet the requirements specified in Functional Requirement.
 - **Business Architecture** – comprising of Business Process Mapping and detailing of system requirements based on inputs provided in Functional Requirement.

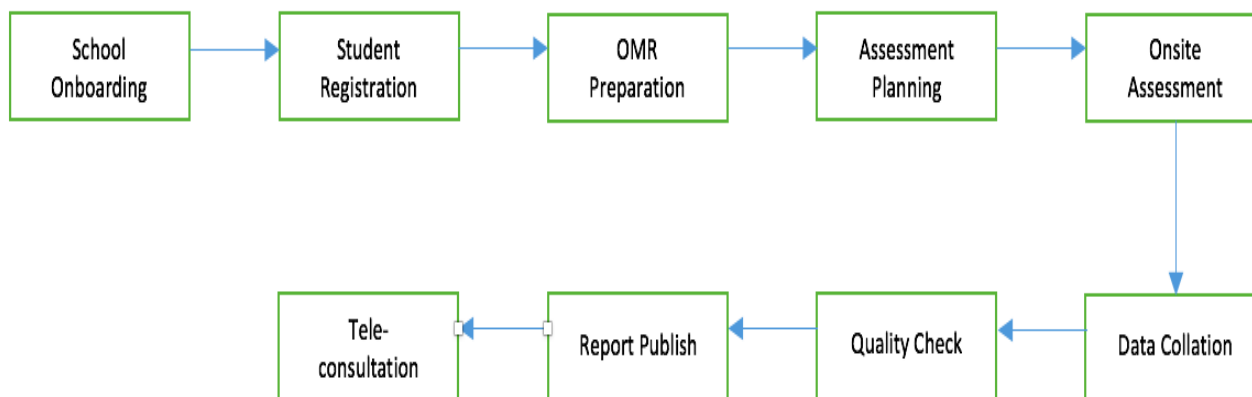


Fig 2: Indicative diagram illustrating business architecture of E-Health solution

-
- **School Onboarding:** The bidder to facilitate and ensure onboarding each school into the system by entering its specific details. Including but not limited to - Basic Info, Location, Number of children & Staff. This will ensure that each school reflects on the backend & front end as an enrolled school.
 - **Student Registration:** The bidder should ensure that each school is able to upload it's students data/information into the system. The bidder to create Unique ID's for each registered students.
 - **Auto Scan Sheet/ Optical Mark Recognition Sheet Preparation;** The bidder should prepare a standardised auto scan ready format with the students database for health assessment. It should be barcoded with unique identification to ensure data security and constricting Doctor's Handwriting.
 - **Assessment Planning:** The bidder, in consultations with the schools, TSCCL should provide assessment dates to schools. The bidder should identify key stakeholders and share with TSCCL. It is the bidders responsibility to notify all stakeholders for conducting the Assessment.
 - **Conduct Onsite Assessment:** the bidder to hold the health assessment program in consultation with TSCCL and schools on an agreed/pre-decided date on school premises. This program should have all stakeholder, all students, medical staff, school and district staff along with the implementation team. It is the bidders responsibility to ensure that necessary medical equipment is present during this program.
 - **Data Collation:** All the data shall be collected and secured using the best practices with in the supervision of Medical & School staff. It should be secured and sent to Digitalization, using pre-defined protocols. The bidder should ensure that all data of a school is uploaded at once and convert that into Digital health records using govt. guidelines.
 - **Quality Check of Health Reports:** Quality Check (QC) should be done at the highest standards, using pre-defined protocols. Every effort should be made to avoid handwriting errors of Medical staff in health assessment card. Implement QC check at every level for health records: Assessment, Post assessment. Pre-Publish of health report. QC should be done under supervision of a Doctor. E-Health solution should be able to identify, errors and recommendation by doctor for QC
 - **Follow up:** Health Report Publish to Parents, School, Education Board, District Officials. E-health solution should be able to generate health reports for all stakeholders in predefined formats. It should provide access to all stakeholders in secure manner, using privacy standards set by Government of India. It should highlight High Risk Students and should provide alert
 - **Teleconsultation to the Parents;** E-Health Program should use a cloud telephony system for making calls to stakeholders. The E-Health solution should bring all relevant information of the beneficiary in one place for caller to see towards teleconsultation. It should be an integrated dashboard for teleconsultation. It should operate under health experts. It should have medical condition glossary for

reference, when ever needed. It should be able to store all calls for monitoring purpose. It should be able to generate report of calls made daily/weekly/ monthly.

- **The bidder to Provide assistance and detailed report of all ‘Needs Attention’ or ‘Abnormalities Found’ cases in Tirupati school under this scope to take necessary follow-ups to address the issues.**
- **The follow up process should ensure that the E-health solution is able to correct the anomalies in the current existing government system to the extent possible**
- **Healthy School Benchmarking:** The bidder shall establish School Level Health Benchmarks and provide Healthy School Rankings based on detailed Data Analysis. This report to be shared with TSCCL.
- **Technology architecture & Backend automation** – The E-Health solution should be smart and capable enough to completely automate the Quality check process in addressing errors in the health reports. In highlighting critical issues within health records for immediate addressal.
- The solution should be able to auto generate health records once data is uploaded after assessment. The solution should send alerts to all stakeholders as needed. The E-Health solution should auto generate reportings needed by different stakeholders.
- **Data Architecture-** Data Model Definition and Master Data Management Requirements. The bidder should study the data capture formats and identify before developing the solution:
 - Fields which are redundant
 - Fields which are best managed in the form of Master Data
 - List all the types of assessments and also each vital assessed under that :

Growth Assessment	Height , Weight , BMI (As Per Indian Academy Of Pediatrics Standards and World Health Organisation Growth Charts
Physical Assessment	Hygiene , General Vital Signs , Head Lymphatic , Skin , Cardiovascular , Respiratory , Deficiencies Suspected , Abdomen , Orthopedics
ENT Assessment	Left Ear , Right Ear , Oral Cavity and Throat , Neck
Dental Assessment	Chief Complaint, Oral Hygiene , Habits, DMFT Index, Malocclusion , Stains , Calculus
Eye Assessment	Visual Acuity , Conjunctivitis, Amblyopia, Squint

- **Deployment and Commissioning of Hosting infrastructure for the E-Health Solution:**
 - The bidder should be responsible for sizing of the infrastructure required for hosting

the E-Health solution in line with the service levels expected.

- The bidder will be responsible for provisioning and deployment of the infrastructure as required.
- The bidder can host the solution in a co-located data centre or cloud such that data resides only in servers located in India. The detailed technical requirements for Data Privacy are provided in Functional Requirement and the same need to be complied with.

- **Training and Capacity building of Doctors and School staff.**

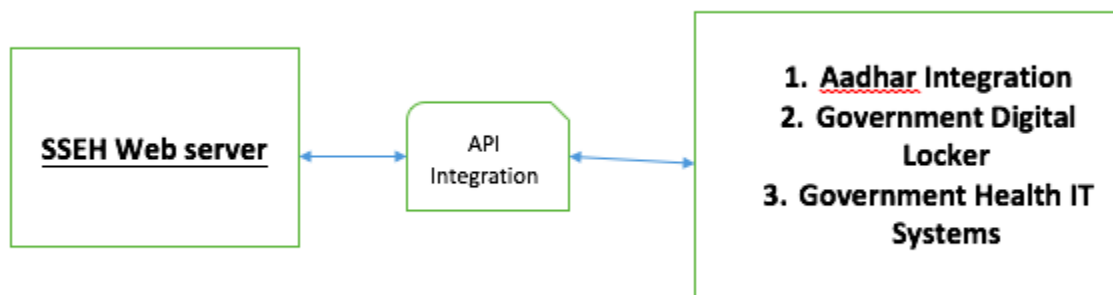
- Training and handholding of medical staff and district officials is a critical responsibility of the bidder in this project. The bidder is responsible for adopting the appropriate training and handholding approach to ensure that the E-Health Solution objectives are achieved.
- The bidder is responsible for developing the training and capacity building strategy best suited for the conditions prevailing in the City of Tirupati.
- The training delivery shall be subject to third party audits by an agency nominated by TSCCL and the Bidder is required to provide all support required for successful conduct of these audits.
- Following are the minimum standards required for training.
 - a. Training is required to be provided during the course of the project and during minimum 2 stages of the project (Stage 1 and Stage 3).
 - a. Training has to cover the nominated population of medical staff & school officials.
 - b. A minimum capacity of 1 Master Trainer should be deployed by the bidder in each school.
 - c. The trainer: trainee ratio should not exceed 1:25
 - d. Training content shall be developed and delivered in Telugu (if required and in consultation with TSCCL).
- The bidder shall be fully responsible for tracking and reporting training status and conducting Training Effectiveness Evaluation.
- During each training, the bidder shall be responsible for providing Training Material, Handouts to each user with adequate amount of graphics/images and easy readability to support learning; and projector/video units/ whiteboard /markers/stationary as may be required to support training.
- Appointment of one Master Trainer / Capacity Building expert for Health Assessments and Health Education expert for E-Health solution for every school during all stages of capacity building. The master trainer should have full knowledge of IT peripheral/E-Health solution, multimedia awareness content and its usage. The master trainer should be well versed in Digital media based interactive learning pedagogies, teacher/doctor training, handholding in each school starting from the Stage 1 of the project.

- Bidder can deploy additional Health professionals/Technical Service Provider (TSP) and support staff to meet the objectives of the E-Health solution
- **Setting up and operation of Teleconsultation & Technical helpdesk**
 - The bidder is required to set up a Teleconsultation & Technical Helpdesk to provide support to the E-Health solution user group.
 - The technical helpdesk shall follow ITIL service desk best practises.
 - The bidder shall strictly use cloud telephony system for making and receiving calls, where the system could store and record incoming & outgoing calls.
 - The bidder shall set up a dedicated toll-free helpline number and provide adequate staff for handling and recording incoming calls from the user groups on support issues and should be capable of providing Teleconsultation & telephonic support whenever possible to all user group.
 - The scope of Teleconsultation & Technical support desk
 - Teleconsultation:
 - Receive calls from the end users
 - Make call to the end users for explaining them the health status of their child or school and directing them to the nearest govt. facility for further care.
 - Support & educating them about existing govt. health programs.
 - Problem resolution and support towards the E-Health Solution.
- **Integration with third party interfaces**
 - The purpose of integration with the third party is to have a seamless communication channel for data exchange without loss of data integrity
 - The solution shall have the capability of exchanging information with the third party interface with the ones mentioned in the diagram below (Aadhar Card/UHID, Govt. Cloud, Digital Locker Integration). The list of system is indicative and there may be more systems. The data exchange shall be using open standards and not with the proprietary protocols
 - The bidder shall be responsible for necessary data encoding, encryption and compression methods to ensure secure and efficient data transfer between the systems
 - The solution shall have the capability to provide data and access to notifications to other solutions that will be part of the integration
 - The Solution shall have the capability to request and update information from the third party. For e.g. health staff and schools can be retrieved from the information system and shall be updated as and when required.
 - The solution should be compatible with State of Andhra Pradesh and City of Tirupati

Command and Communication Centre and relevant dashboards.

- The solution shall ensure data privacy as per Government of India norms.

Figure 3. Integration with third party



TSCCL will review the deployment process, data collection process, data digitization and analysis process, follow up process and Capacity building process for a duration of upto 3 from the date of completion of all three stages. Basis the success of the project, TSCCL will look into future scalability of the E-Health solutions to other schools in Tirupati or extend the duration E-Health solution in the 4 schools as per this RFP.

PART 3 – Conditions of Contract and Contract Forms

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Section VIII. General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. (c) The Adjudicator is the person appointed jointly by the Employer and the Implementing Agency to resolve disputes in the first instance, as provided for in GCC 23. (d) GoI means Government of India (e) Bill of Quantities and activity schedule means the priced and completed Bill of Quantities and activity schedule forming part of the Bid. (f) Compensation Events are those defined in GCC Clause 42 hereunder. (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1. (h) The Contract is the Contract between the Employer and the Implementing Agency to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below. (i) The Implementing Agency is the party whose Bid to carry out the Works has been accepted by the Employer. (j) The Implementing Agency's Bid is the completed bidding document submitted by the Implementing Agency to the Employer. (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
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	<p>(l) Days are calendar days; months are calendar months.</p> <p>(m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Implementing Agency.</p> <p>(o) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.</p> <p>(p) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(q) The Employer is the party who employs the Implementing Agency to carry out the Works, as specified in the PCC.</p> <p>(r) Equipment is the Implementing Agency's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The Intended Completion Date is the date on which it is intended that the Implementing Agency shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) Materials are all supplies, including consumables, used by the Implementing Agency for incorporation in the Works.</p> <p>(w) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(x) The Project Manager is the person named in the PCC (or any other competent person appointed by the</p>
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	<p>Employer and notified to the Implementing Agency, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(y) PCC means Particular Conditions of Contract.</p> <p>(z) The Site is the area defined as such in the PCC.</p> <p>(aa) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(bb) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(cc) The Start Date is given in the PCC. It is the latest date when the Implementing Agency shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(dd) A Sub-Implementing Agency is a person or corporate body who has a Contract with the Implementing Agency to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(ee) Temporary Works are works designed, constructed, installed, and removed by the Implementing Agency that are needed for construction or installation of the Works.</p> <p>(ff) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(gg) The Works are what the Contract requires the Implementing Agency to construct, install, and turn over to the Employer, as defined in the PCC.</p>
<p>2. Interpretation</p>	<p>21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>22 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion</p>

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

Implementing Agencies	with other Implementing Agencies, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Implementing Agencies, as referred to in the PCC . The Implementing Agency shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Implementing Agencies, and shall notify the Implementing Agency of any such modification.
9. Personnel and Equipment	<p>91 The Implementing Agency shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>92 If the Project Manager asks the Implementing Agency to remove a person who is a member of the Implementing Agency's staff or work force, stating the reasons, the Implementing Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>93 If the Employer, Project Manager or Implementing Agency determines, that any employee of the Implementing Agency be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p>
10. Employer's and Implementing Agency's Risks	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Implementing Agency carries the risks which this Contract states are Implementing Agency's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the

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

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

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

	<p>23.2 Should the Adjudicator resign or die, or should the Employer and the Implementing Agency agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Implementing Agency, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.</p>
24. Settlement of Disputes	<p>24.1 – Amicable Settlement</p> <p>a) The Parties shall seek to resolve any dispute amicably by mutual consultation</p> <p>b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause ITB 43.2 shall apply.</p> <p>24.2 – Dispute Resolution</p> <p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the PCC</p>
25. Corrupt and Fraudulent Practices	<p>25.1 The Employer requires compliance with Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption</p> <p>25.2 The Employer requires the Implementing Agency to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

B. Time Control

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

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

C. Quality Control

32. Identifying Defects	32.1 The Project Manager shall check the Implementing Agency's work and notify the Implementing Agency of any Defects that are found. Such checking shall not affect the Implementing
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	Agency's responsibilities. The Project Manager may instruct the Implementing Agency to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1 If the Project Manager instructs the Implementing Agency to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Implementing Agency shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
34. Correction of Defects	<p>34.1 The Project Manager shall give notice to the Implementing Agency of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Implementing Agency shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p>
35. Uncorrected Defects	35.1 If the Implementing Agency has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Implementing Agency shall pay this amount.

D. Cost Control

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

	<p>of any rate in the Bill of Quantities.</p> <p>37.3 If the final quantity of the work done differs from the quantity in the estimated Bill of Quantities for the particular item by more than 25 percent, provided the overall contract amount shall not exceed by exceeds ten (10) percent of the accepted Contract Price, No variation in price adjustment of the contract price is applicable. If the variation amount exceeds by more than 10% of the accepted contract amount, the excess amount more than 10% shall be adjusted as per the rates from change in quantities supported by the requisite documents. The Project Manager shall adjust the rate to allow for the change with the prior approval of the Employer.</p>
38. Variations	<p>38.1 All Variations shall be included in updated Programs and Activity Schedules produced by the Implementing Agency.</p> <p>38.2 The Implementing Agency shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Implementing Agency's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Implementing Agency's costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Implementing Agency shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
39. Cash Flow Forecasts	<p>39.1 When the Program and activity schedule is updated, the Implementing Agency shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>
40. Payment Certificates	<p>40.1 The Implementing Agency shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p>

	<p>40.2 The Project Manager shall check the Implementing Agency's monthly statement and certify the amount to be paid to the Implementing Agency.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule</p> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
41. Payments	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Implementing Agency the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Implementing Agency shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Implementing Agency shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p> <p>41.5 The certified payments shall be made as specified in the PCC.</p>
42. Compensation Events	<p>42.1 The following shall be Compensation Events:</p> <p>(a) The Employer does not give access to a part of the Site by</p>

	<p>the Site Possession Date pursuant to GCC Sub-Clause 20.1.</p> <ul style="list-style-type: none"> (b) The Employer modifies the Schedule of Other Implementing Agencies in a way that affects the work of the Implementing Agency under the Contract. (c) The Project Manager orders a delay or does not issue Drawings/approved drawings (as the case may be), Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Implementing Agency to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other Implementing Agencies, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Implementing Agency. (i) The advance payment is delayed, if any. (j) The effects on the Implementing Agency of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. <p>422 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>423 As soon as information demonstrating the effect of each</p>
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	<p>Compensation Event upon the Implementing Agency's forecast cost has been provided by the Implementing Agency, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Implementing Agency's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Implementing Agency shall react competently and promptly to the event.</p> <p>42.4 The Implementing Agency shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Implementing Agency's not having given early warning or not having cooperated with the Project Manager.</p>
43. Tax	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Implementing Agency, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.</p>
44. Currencies	<p>44.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Implementing Agency's Bid.</p>
45. Price Adjustment	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Imc/Ioc}$ <p>where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."</p> <p>A_c and B_c are coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and</p> <p>Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid</p>

	<p>opening for inputs payable; both in the specific currency “c.”</p> <p>45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
46. Retention	<p>46.1 The Employer shall retain from each payment due to the Implementing Agency the proportion stated in the PCC until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Implementing Agency and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Implementing Agency before the end of this period have been corrected. The Implementing Agency may substitute retention money with an “on demand” Bank guarantee.</p>
47. Liquidated Damages	<p>Failure to Perform the Contractual Obligations</p> <p>I. In the event of total default / failure of the Implementing Agency in execution of the services, the Employer reserves the right to get the work executed by any other agency/ firm at the risk and cost of the defaulting implementing Agency. Decision of employer is final & binding on the implementing agency firm.</p> <p>II In this case liquidated damages @ 1% of the fee cost of balance work per week of delay subject to maximum of 10% shall be levied by the Employer.</p>
48. Bonus	<p>48.1 The Implementing Agency shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Implementing Agency is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>
49. Advance Payment	<p>49.1 The Employer shall make advance payment to the Implementing Agency of the amounts stated in the PCC by the date stated in</p>

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

	Correction periods shall be remedied by the Implementing Agency at the Implementing Agency's cost if the loss or damage arises from the Implementing Agency's acts or omissions.
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E. Finishing the Contract

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

<p>57. Termination</p>	<p>57.1 The Employer or the Implementing Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Implementing Agency stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Implementing Agency to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Implementing Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Implementing Agency within 84 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Implementing Agency fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Implementing Agency does not maintain a Security, which is required; (g) the Implementing Agency has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or (h) if the Implementing Agency, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Implementing Agency, terminate the Contract and expel him from the Site. <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the</p>
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	<p>Contract for convenience.</p> <p>57.5 If the Contract is terminated, the Implementing Agency shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
58. Payment upon Termination	<p>58.1 If the Contract is terminated because of a fundamental breach of Contract by the Implementing Agency, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Implementing Agency, the difference shall be a debt payable to the Employer.</p> <p>58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Implementing Agency's personnel employed solely on the Works, and the Implementing Agency's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>
59. Property	<p>59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Implementing Agency's default.</p>
60. Release from Performance	<p>60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Implementing Agency, the Project Manager shall certify that the Contract has been frustrated. The Implementing Agency shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>

61. Suspension of Bank Loan or Credit	<p>61.1 In the event that the Government of India (GoI) and/or State Government (Government of Andhra Pradesh) suspends the Loan or Credit to the Employer, from which part of the payments to the Implementing Agency are being made:</p> <ul style="list-style-type: none"> (a) The Employer is obligated to notify the Implementing Agency of such suspension within 7 days of having received the Government of India (GoI) and/or State Government (Government of Andhra Pradesh) suspension notice. (b) If the Implementing Agency has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Implementing Agency may immediately issue a 14-day termination notice.
62. Force Majeure	<ul style="list-style-type: none"> (a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. (b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. (c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
63. Governing Law and jurisdiction	<ul style="list-style-type: none"> (a) This Agreement shall be governed by the laws of India. The courts in Andhra Pradesh shall have jurisdiction over all matter arising out of or relating to this Agreement. (b) The Jurisdiction limits will be the Tirupati
64. Possession of Goods	<ul style="list-style-type: none"> (a) Goods have to be delivered to the site only after prior the approval form the Engineer-In-Charge. (b) Such Goods once delivered to Site will not be allowed to taken back un till the successful completion of the Project and as well as the Operation and Maintenance period. (c) In pursuant to GCC 64.B, Goods will be allowed to taken back only after the written permission from the Engineer-In-Charge.

65. Warranty	<ul style="list-style-type: none">(a) Bidder should provide a successful warranty period of (2+1 years) i.e., 2years of general warranty period excluding the operation and maintenance period of 1 year.(b) Bidder will have to replace the vehicle / goods if it is not working as per the mentioned specifications in the agreement., such goods / vehicle is to be replaced only after the delivery of the new one (same specification of the old one & brand) as a replacement to the old vehicle, for this they have to provide fresh warranty.
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Section IX. Particular Conditions of Contract

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

A. General	
GCC 1.1 (d)	The financing institution is: Government of India (GoI) and Government of Andhra Pradesh (GoAP)
GCC 1.1 (s)	The Employer is : Tirupati Smart City Corporation Limited <i>Authorized representative:</i> _____
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>As specified in the scope of works</i>
GCC 1.1 (y)	The Project Manager is : Authorized Representative:
GCC 1.1 (aa)	The Site is located at (i) SPJN Municipal Corporation High School, S.D.Layout in ward number 37 (ii) TPPM Municipal Corporation High School TP area (E) in ward number 25
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the law of <i>India</i> .
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.

GCC 8.1	Schedule of other Implementing Agency: <i>[insert Schedule of Other Implementing Agency, if appropriate]</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) For loss or damage to the Works, Plant and Materials, For loss or damage to Equipment, for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract , For loss or damage to Equipment, for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract and for personal injury or death (of the Implementing Agency's employees and of other people) : equivalent to the accepted <i>value of the contract</i> .
GCC 14.1	Site Data are: <i>the sites of the School 1 and School 2</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>within 7 days from the date of signing the contract</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>Managing Director, Tirupati Smart City Corporation Limited, Tirupati</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>To be notified at the time of appointment of the Adjudicator.</i>
GCC 24.4	<i>[The arbitration shall be as per the</i> Institution whose arbitration procedures shall be used: The Indian Council of Arbitration, New Delhi (India) as per Indian Arbitration and conciliation act 1996 in along with subsequent amendments if any. The place of arbitration shall be: <i>Tirupati, India</i>
B. Time Control	
GCC 26.1	The Implementing Agency shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is <i>monthly</i> .
C. Quality Control	
GCC 34.1	The Defects Liability Period After issue of project completion certificate – school wise is for For IT Equipment's and Other Equipment's / Materials : Two (02 Years).
GCC 41.5	

	E Health			
	Sr. No	Deliverables *	Duration	Payment
		Stage 1 Filed surveys & reports, Gap assessment report from existing Government health programs, E-Health solution Architecture, Data collection, Data digitization and analysis, Quality assurance, capacity building and Follow-up activities	4 months	30%
		Stage 2 Data Analysis, capacity building, Healthy school Benchmarking, Handholding & Follow-up activities	4 months	30%
		Stage 3 Data collection, Data digitization and analysis, re-validation, Quality assurance, capacity building, Follow-up activities and Healthy School Benchmarking and Handover	4 months	40%
D. Cost Control				
GCC 44.1	The currency of the Employer's country is: Indian Rupees			
GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC			

	Clause 45.
GCC 46.1	The proportion of payments retained is: <i>5% for the certified payments.</i>
GCC 47.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> <ol style="list-style-type: none"> (a) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi.</i> (d) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Registrar, The Indian Council of Arbitration, New Delhi.</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration under the relevant statute applicable. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:

	<p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement</p>
GCC 48.1	The Bonus for the whole of the Works is <i>Not applicable</i>
GCC 49.1	The Advance Payments is not applicable
GCC 50.1	The Performance Security amount is 5% of the accepted contract amount <i>in the form of</i> Bank Guarantee.
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is during implementation stage.</p> <p>The date by which “as built” drawings are required within one month after the completion of the work.</p>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>1% of the Final Contract amount</i> .

Section X - Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Implementing Agency agree as follows:

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

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

Signed by: _____
for and on behalf of the Employer

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

Signed by: _____
for and on behalf the Implementing Agency

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

Performance Security (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

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

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

[signature(s)]

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