



Ref: TSCCL/Projects/52(Social Upgradation)/2018

**REQUEST FOR PROPOSAL FOR**  
**“Engagement of Agency for Implementing**  
**social upgradation project in Tirupati”**  
**under Implementation of the Smart City**  
**Mission in Tirupati”**

Issued by:

**The Managing Director,**  
**Tirupati Smart City Corporation Limited,**  
Tirupati Municipal Corporation,  
13-29-M9-1-00, Tilak Road, East Tirupati - 517501,  
Chittoor District, Andhra Pradesh.  
Email: [tsccltirupati@gmail.com](mailto:tsccltirupati@gmail.com)

## **TIRUPATI SMART CITY CORPORATION LIMITED**

**Ref: TSCCL/Projects/52 (Social Upgradation)/2018**

Tirupati Smart City Corporation Limited ("TSCCL") desires to invite Request for Proposal [RFP] for selection of "**Engagement of Agency for Implementing social upgradation project in Tirupati**" under **Implementation of the Smart City Mission in Tirupati**". The detailed RFP including EMD, TOR, Eligibility criteria etc., can be downloaded from website of [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in) from 31-10-2018 onwards.

The last date for online submission of bids is 15-11-2018 before 16:00 hrs Indian Standard Time ("IST"). Opening of Bid is schedule at 17-11-2018 at 17:00 hrs IST. All other details including any extension, clarifications, amendments, corrigendum, addendum etc., will be uploaded on the below mentioned website and may not be published in any other sources. Therefore, the bidders are advised to regularly visit the websites to keep themselves updated and privy to the latest information.

**For more details contact:**

Tirupati Smart City Corporation Limited,  
Tirupati Municipal Corporation, 13-29-M9-1-00, Tilak Road,  
East Tirupati - 517501, Chittoor District, Andhra Pradesh.

**Website:**

<https://tender.apecurement.gov.in>

**For any queries related to the Bidding Documents please send an email to**

E-mail : [tsccltirupati@gmail.com](mailto:tsccltirupati@gmail.com)

cc : [Rajendra.Raut@aecom.com](mailto:Rajendra.Raut@aecom.com)

Sd/-

**Managing Director  
Tirupati Smart City Corporation Limited  
Tirupati**

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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.

The Bidder should carefully note down the cut-off dates for the carrying out each e-tendering process / activity. Every effort is being made to keep the Website upto date and running smoothly 24 x 7 by the Service Provider. However, Employer takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time. In that event Employer will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services. The bidders must get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any. The Employer will not be responsible for any incomplete activity of e-tendering process of the bidder due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. The bidder must get done all the e-tendering activities well in advance.

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## Important Dates

S. No.	Activity	Deadline
1	Release of RFP	31-10-2018
2	Last date of receipt of Pre-Bid queries	08-11-2018 at 13:00 Hrs
3	Posting of response to Pre-Bid queries	09-11-2018 at 17:00 Hrs
4	Last date for online submission of Bids	15-11-2018 at 16:00 Hrs
5	Date of submission of Hard Copies of documents - Demand Draft of Bid Processing Fee + [EMD / Bid Security] - Original Bank Guarantee + 02 Sets of Photostat copies + 01 set of Soft Copy (Non-Writeable CD/DVD Copy)	17-11-2018 at 16:00 Hrs
6	Date of opening of Pre-qualification Bids	17-11-2018 at 17:00 Hrs
7	Declaration eligible / qualified bidders	Will be notified later
8	Date of Technical presentation	Will be notified later
9	Date of opening of Financial bids	Will be notified later
10	Validity of Bid	180 days from Bid Due Date

### Note:

1. All above events shall be held at "Tirupati Municipal Corporation / TUDA Office, Tirupati"
2. In the event of the date specified above being declared as a state holiday the due date shall be the next following working day.
3. Request to all the aspirant Bidders to submit their bids through online on AP e-procurement web portal : <https://tender.apecurement.gov.in> on or before the time as specified in Sl. No.: 5
4. Sealed Bids [Sl. No.: 06 - Hard Copies submission] received after due date and time will be rejected.

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# 1. Introduction

## 1.1 About Tirupati

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 Tirupati Municipal Corporation (TMC) 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 TMC 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"**.

## 1.2 Tirupati Municipal Corporation (TMC)

Tirupati Municipal Corporation is the 1<sup>st</sup> largest ULB in the Chittoor district. It is located 420 Km from State Capital 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. Km with a population of 3,74,260 as per 2011 census. TMC 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.

### **1.3 About the Tirupati Smart City Corporation Limited (TSCCL)**

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

### **1.4 Name of Work**

***“Engagement of Agency for implementing social upgradation project in Tirupati”  
UNDER IMPLEMENTATION OF THE SMART CITY MISSION IN TIRUPATI***

### **1.5 The Project:**

Begging is one of the most serious social issues in India in spite of its rapid economic growth. India is a poverty-driven country, which is also leading to the growth of beggars in the country.

The holy town Tirupati town is also prone to this menace where floating population is high and some people who cannot work and do not have any source of income aspire begging as source of living as they could able get required money from begging at pilgrim-crowded centers such as railway station, bus stations, hotels, temples, etc.

Begging – Social Causes:

There are few beggars who actually are the real ones, who beg –

because they are handicapped, or  
because of their inability to work, or  
because they do not have family to look after, or  
because they are old or blind, or  
because they really need money for basic needs.

There are many others who live far below the poverty line and opt for begging to earn their livelihood.

In some cases, we find the entire family is involved in begging. The family members keep on increasing with marriage and birth and each of them gets into begging on streets or temples. Children of such families do not go to school but only beg. They have to do begging because their family’s income is not enough to feed the entire family. Here, poverty is one big reason for such a situation. But at the same time, begging is not the dignified solution for such a

situation.

Scam involved Begging:

Poverty is just one side of the story. Some studies proved that 'poverty is real in the India but not begging'.

Begging has become a big racket in the country. For many, begging is just like any other profession. They go out to earn money, not by working, but by begging. In fact, there are begging gangs in major cities which have are controlled by certain group of people.

A particular territory is allotted for a group of beggars and the day's earnings are shared among them. The leader keeps the larger share. These beggars are so involved in begging that they don't want to work elsewhere.

It is very difficult to find out who is a real beggar and who is not because looks are very deceptive. Even the children with their dirty faces with pleading looks are properly trained to beg and look real.

Sometimes our heart melts when we see a young woman holding her tiny baby, begging on the streets.

Many studies revealed that babies are rented to give credibility to begging. Sometimes, babies are drugged for the entire day so that they look sick and they can be easily carried from one area to another by the young women beggars.

Some of the young beggars also become anti-social elements –

they start with begging, and getting into drugs trade. slowly graduate to pick pocketing, and then move on to bigger scams like robbing and killing.

Measures to Curb the Begging Menace:

Begging is a social evil. It needs to be curbed at all levels.

Citizens must be enlightened not to give alms to young beggars, as they are capable of working. Instead encourage them to work and earn.

Old people who are forsaken by their wards, differently abled people who are left out by their families should be moved to shelter homes or specialised beggar rehabilitation homes.

NGOs should be taken into confidence to work together on rehabilitation of people involved in begging by giving those trainings in different vocational trades and providing them with some means of work.

Need to evolve more institutions where in widows, orphans and other helpless people may find shelter till their rehabilitation and self-sustainability.

This will prevent such people from joining the profession of begging.

This Request for Proposal is to socially upgrade the Beggars from Tirupati City in phases and rehabilitate them.

## **1.6 Project Objectives**

This Request for Proposal is to socially upgrade the Beggars from Tirupati City in batch of 100 nos every phase and rehabilitate them.

- 1) To raise the identity and self-esteem
- 2) To rehabilitate them for making Tirupati beggary free City
- 3) To ensure socio-economic empowerment
- 4) To enable for their access to health care facility and services and de-addict them
- 5) To ensure the access of the benefits of the different government schemes
- 6) To organize in to Self Help Groups (SHGs)
- 7) To build their capacity for generating self-employment

## **1.7 RFP Format**

The intent of this RFP is to invite bids from the Bidders for “**Engagement of Agency for Implementing social upgradation project in Tirupati**” for the Authority.

The Request for Proposal (RFP) consists of three volumes viz.

- 1. RFP Volume 1: Instruction to Bidders**  
Volume 1 details the instructions with respect to the bid process management, technical evaluation framework and the technical & financial forms.
- 2. RFP Volume 2: Scope of work including Functional & Technical Specifications**  
Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.
- 3. RFP Volume 3: Conditions of Contract and Contract Forms**  
Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

# **Volume 1: Instruction to Bidders**

### 1.1. Fact sheet

This RFP is meant for the exclusive purpose of submitting the e-bid in accordance with the terms and conditions specified herein and this RFP shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued

Sl #	Item	Description
1.	Method of Selection	The method of selection is Quality cum Least Cost based selection (QBLCS)
2.	Availability of RFP Documents	Download from <a href="http://www.tender.apecurement.gov.in">www.tender.apecurement.gov.in</a>
3.	Date of RFP Issuance	31-10-2018
4.	Bid Processing fee (Non-refundable and Not - exempted)	Indian Rupees 2,000 (Indian Rupees Two Thousand only) shall be paid online or via Demand Draft in favour of the "Managing Director, Tirupati Smart City Corporation Limited", Payable at Tirupati.
5.	Bid Security/Earnest Money Deposit (EMD)	Indian Rupees 10,000 (Indian Rupees Ten Thousand only) by online payment /Demand Draft in favour of the "Managing Director, Tirupati Smart City Corporation Limited", Payable at Tirupati. / Bank Guarantee (as per format attached in Annexure 5(b))
6.	Last date and time for Submission of Pre-Bid Queries	08-11-2018 at 13.00 Hrs
7.	Posting of responses to queries (on website)	09-11-2018 at 17:00 Hrs Respective bidder's e-mail ID's / <a href="http://www.tender.apecurement.gov.in">www.tender.apecurement.gov.in</a>
8.	Last Date and time for Bid submission (On or before)	15 -11 -2018 at 16.00 Hrs
9.	Date, time for opening of Pre-Qualification Bids	17-11-2018 at 17:00 Hrs
10.	Bid validity	Bid must remain valid up to 180 (One Hundred and Eighty) days from the actual date of submission of the Bid.
11	Project Duration	Implementation and Operation & Maintenance for 5 (Five) years. All the dates are from the date of issue of LOA
12.	Currency	<b>Indian Rupees (INR) only</b>
13.	Name and Address for Correspondence	Attention: <b>Managing Director,</b> <b>Tirupati Smart City Corporation Limited (TSCCL),</b> <b>Tirupati Municipal Corporation,</b> <b>13-29-M9-1-00, Tilak Road, East Tirupati,</b> <b>Chittoor District, Andhra Pradesh. Pin Code : 517501</b>  Electronic mail address: <a href="mailto:tsccltirupati@gmail.com">tsccltirupati@gmail.com</a> with a copy to <a href="mailto:Rajendra.Raut@aecom.com">Rajendra.Raut@aecom.com</a>



## 1.2 Definitions/Acronyms

Terms	Meaning
ABD	Area Based Development
Authority / Client / Employer / TSCCL	Tirupati Smart City Corporation Limited
BIS	Bureau of Indian Standards
BOM	Bill of Material
BOQ	Bill of Quantities
BS	Bid Security
CAPEX	Capital Expenditure
CC	Capital Cost
CEO	Chief Executive Officer
CVg / CV	Curriculum Vitae
DD	Demand Draft
EMD	Earnest Money Deposit
EPC	Equipment, Procurement and Commissioning
GCC	General Conditions of Contract
GoAP	Government of Andhra Pradesh
GoI	Government of India
HOD	Head of Department
INR	Indian Rupee
IRR	Internal Rate of Return
ISO	International Standards Organization
LOA	Letter of Acceptance
MCT / TMC	Municipal Corporation Tirupati
MD	Managing Director, Tirupati Smart City Corporation Limited
NIT	Notice Inviting Tender
NPV	Net Present Value
O&M	Operations & Maintenance
PBG	Performance Bank Guarantee / Performance Security
PCC	Particular Conditions of Contract
PDD	Proposal Due Date
PoC	Proof of Concept
PPP	Public Private Partnership
PQ	Pre-Qualification
RFP	Request for Proposal
SCP	Smart City Proposal of Tirupati
SNA	State Nodal Agency
SOP	Standard Operating Procedures
SPV	Special Purpose Vehicle
Supplier/ Implementing Agency / Contractor	Successful Bidder
TEC	Technical Evaluation Committee
TOR	Terms of Reference
TQ	Technical Qualification
TTC	Tirupati Town Center
UAT	User Acceptance Testing

**Interpretations:**

1. Words comprising the singular shall include the plural and vice versa.
2. An applicable law shall be constructed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be constructed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## 2. Instruction to Bidders

### Preamble:

This Volume of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the TSCCL. It also provides information on bid submission, opening and on contract award.

Further in all matters arising out of the provisions of Volume of I, II and III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Tirupati shall have exclusive jurisdiction.

### 2.1 Back ground:

- a) The Tirupati Smart City Corporation Limited (the “Authority / Client / Employer / TSCCL”) is engaged in the implementation of the Smart City Mission projects in Tirupati and as part of this endeavor, the Authority has decided to undertake to procurement and service requirement for **Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.** (The “Project”) and has, therefore, decided to carry out the bidding process for selection of an entity as the bidder to whom the Project may be awarded.
- b) The selected Bidder (Implementing Agency”) shall be responsible for, procurement and operation of the Project under and in accordance with the provisions (the “Contract”) to be entered into between the Implementing Agency and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Implementing Agency shall also be responsible for the maintenance of the project during the Defect Liability Period, which is expected to be as per clause 2.1.c).
- c) The “Contract” shall mean and include the general conditions, specification, schedules, drawings, form of Bid, covering letter, schedule of prices, or the final general conditions, any special conditions applying to the particular contract specification and drawings and the agreement to be entered into [A formal agreement shall be entered into between the bidder and the Authority for the proper fulfillment of the contract] of these general conditions, all of which must be accepted under the signatures and stamp of the bidder in order to construe the same within the meaning of Contract.
- d) The Agreement sets forth the detailed terms and conditions for award of the project to the Implementing Agency, including the scope of the Implementing Agency’s services and obligations.
- e) The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Implementing Agency set forth in the Agreement or the Authority’s rights

to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- f) The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Important Dates / Fact Sheet for submission of BIDs (the "BID Due Date").
- g) "Plant Work or Works" shall mean and include plant and materials to be provided and work to be done by the bidder under the contract.
- h) Tech "Specification" shall mean the specification annexed to these general conditions and the schedules there to (if any).
- i) "Tests on completion" shall mean such tests as prescribed by the requirements of specification and performance & operation of the plant to be made by the bidder before the plant is taken over by the authority.
- j) "Taking over" shall mean taking over of the plant by the authority after completion of "tests on completion" and completion of 72 hours/three days of continuous trouble-free operation of the plant without any outages/ breakdowns attributable to the implementing Agency.
- k) "Commercial use" shall mean that use of the work, which the contract contemplates or of which it is to be commercially capable.
- l) "Month" shall mean calendar month.
- m) "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.
- n) Words importing persons shall include firms, companies, Department, and other bodies whether incorporated or not.
- o) Words importing the singular only shall also include the plural and vice versa where the context requires.
- p) "Governmental Approval" means any approval, consent franchise, permit certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the project and / or for sale and purchase of the project pursuant to the agreement.

- q) “ Governmental Authority” means any central, state, regional, district town city, or municipal government, whether domestic or foreign, or any development agency, bureau or other administrative, regulatory or judicial body of any such government.

## **2.2 Brief description of Bidding Process**

- a) The Authority has adopted a single stage three part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.
- b) Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Important Dates / Fact Sheet for submission of BIDs (the “Bid Due Date”).
- c) The complete Bidding Documents including the draft Agreement and other annexures / schedules for the Project is enclosed for the Bidders. Subject to the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- d) Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.
- e) Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

## **2.3 General**

- i. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged proposal(s) specifications, Bidders must form their own conclusions about the proposal(s) needed to meet the Authority’s requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.

- iv. Bids shall be received by the Authority on the e-Procurement portal [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in) before the time and date specified in the schedule of the RFP notice. In the event of the specified date for the submission of Bid offers being declared a public holiday by the Government of Andhra Pradesh, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- v. Telex, cable or facsimile offers will be rejected.
- vi. **Source of Fund:** The TSCCL are empowered with grant of funds from Govt. of India and Government of Andhra Pradesh to be utilized for execution of this Project. All eligible payments under the contract(s) for the package for which this Invitation for Bids is issued shall be made by the TSCCL.

## 2.4 Eligible Bidders

Sole Bidder / Consortium	A Bidder must prior experience in implementation of social development/Rehabilitation/ upgradation programme
Consortium #	The Bidder may be a single entity (the "Sole Bidder") or a group of entities (the "Consortium"), coming together to implement the Project. A consortium of maximum three members is allowed for this project with at least one member of the Consortium must have the aforementioned experience. In case of consortium only the experience of members who hold twenty six (26) per cent or more equity will be considered. The experience/qualifications of the parent/subsidiary firm of any of the consortium members will not be relevant.
<p><b>Eligible Goods and Related Services:</b></p> <p>For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, vehicles etc; and "related services" includes services such as transit insurance, installation and operation &amp; maintenance.</p> <p>If a Bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply these Goods</p>	

## 2.5 Compliant Bids / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP, in the bid.
  - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.

iii. Comply with all requirements as set out within this RFP.

## **2.6 Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If bidder has any doubts / clarifications as to the meaning of any portion of the Conditions or the specifications they shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

## **2.7 Bid Preparation and Presentation costs**

The Bidder shall bear all costs associated with the preparation and submission of its bid, including visits for the purpose of clarification of the bid, if so desired / any Presentation as may be required in accordance with the conditions of this RFP and the authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **2.8 Pre-bid Clarification**

### **Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

Bidders must submit their queries as per the format mentioned in Section 5 - Annexure I Queries should be submitted at <<email ID>> with cc to <<email ID>> within the date and timelines as specified in the Fact Sheet

Bidders are advised to share the Pre-Bid queries in two formats, one is in excel sheet (in \*.xls Format) and as well as another in signed and scanned copy of the file (in \*.pdf format) and format as per in Section 5 - Annexure I

### **Responses to Pre-Bid Queries and Issue of Corrigendum**

Authority will not organize a pre-bid meeting.

Authority will respond to any request for clarification or modification of the bidding documents.

Authority shall formally respond to the pre-bid queries. No further clarifications shall be

entertained after the date and time of submission of queries.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre -Bid queries, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **2.9 Bid Processing Fee / Bid Document Fee and Transaction Fee**

RFP can be downloaded from the website URL mentioned in the fact sheet.

Bid Processing Fee / Bid Document Fee ***as mentioned in the FACT Sheet*** shall be paid via Demand Draft in favour of the “Managing Director, Tirupati Smart City Corporation Limited”, Payable at Tirupati. The Bid Processing Fee / Bid document fee is mandatory and non-refundable.

Without the payments of Bid document fee the bids will be taken as incomplete and non-responsive and shall not be considered.

**Transaction Fee** (As per G.O. Ms. No. 4, dated 17-02-2015 IT&C Dept.): 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 Amount payable to M/s. Vupadi Technologies (Vupadi) shall be applicable.

Corpus fund charges towards 'e' procurement services at 0.0345% of estimated contract value with a cap of Rs.10,000/- for all works with estimated contract value up to Rs.50.00 Crores and Rs. 25,000/- for works with estimated contract value above Rs. 50.00 Crores from successful bidder payable in the shape of DD drawn in favour of Managing Director, APTS, Hyderabad payable at Hyderabad at the time of concluding agreement.



## 2.10 Bid Security/Earnest Money Deposit (EMD)

Bid Security/EMD ***as mentioned in the FACT Sheet*** shall be through a Bank Guarantee from a nationalized bank in India. No exemption for submitting the Bid Security/ EMD will be given to any agency. Bid security/EMD in any other form will not be entertained.

*For Unsuccessful bidders:* The bid security of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

*For Successful bidders:* The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee / Performance Security by the successful bidder. The successful bidder should however pay the PBG / Performance Security at 5% on Annual Bid Contract Value / EMD whichever is higher at the time of signing the agreement in the shape of Bank Guarantee from a nationalised Bank or unconditional in the form given in the RFP document from any Nationalised Bank.

In case bid is submitted without the bid security then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The E.M.D /PBG/ Performance Security given in the form of bank guarantee on a nationalized shall be valid for the duration of contract period and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The bank guarantee on nationalized bank furnished by the bidder towards additional security amount shall be valid till the work is completed in all respects.

The Bid Security/ EMD shall be forfeited and appropriated by the authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for the time, cost and efforts of the authority, without prejudice to any other right or remedy that may be available to the authority under the RFP or in law under the following conditions:

- a. If a bidder withdraws or modifies its bid during the period of bid validity or any extension agreed by the bidder thereof;
- b. If a bidder is disqualified in accordance with clause 2.2;
- c. If the bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice;
- d. If the bidder is declared as the successful bidder and it
  - Withdraws its proposal during negotiations. However, failure to arrive at a consensus between authority and the successful bidder shall not be constructed as withdrawal of proposal by successful bidder;
  - Fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - Fails to submit the performance bank guarantee / Performance Security and/or sign the contract in accordance with this RFP;
  - Fails to fulfil any other condition precedent to the execution of the contract, as specified in the letter of award;
  - Fails to execute the contract.

## 2.11 Bid Validity Period

The EMD submitted along with the bid will remain valid for validity period mentioned in the Fact Sheet.

In exceptional circumstances, prior to expiry of the bid validity period, the authority may request that the bidders to extend the period of validity for a specified additional period at Bidder's cost. The request and the responses to the request shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A bidder may refuse the request without risking forfeiting the EMD, but in this case, the bidder will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

On completion of the validity period, unless the Bidder withdraws his/her/their bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws bid.

## 2.12 Contents of Bid

The hard copy bids should be submitted in separate envelopes which in turn shall be packed in a separate envelope and sealed as "Request for Proposal for selection of **Engagement of Agency for Implementing social upgradation project in Tirupati**" under Implementation of the **Smart City Mission in Tirupati**" and not to be opened except in the presence of Bid Evaluation Committee.

The four sets of documents (each enveloped separately and packed in a master envelope are required to be submitted for evaluation. The Sets will comprise of:

Document Set	Name of Document	Content
<b>One</b>	RFP Document fee & Bid Security / Earnest Money Deposit (EMD)	a. Scanned copy of payment of RFP Document Fee b. Scanned Copy of bank Guarantee taken for Bid Security/Earnest Money Deposit (EMD) / Online payment Receipt/Demand Draft c. Mode of Submission: Online + Hard Copy + Soft copy (non-writable CD/DVD)
<b>Two</b>	Pre-Qualification Bid	a. Pre-Qualification bid as per Section 6.1 and 6.2 along with the required supporting documents. b. No Deviation Certificate as per Section 6.5 c. Total Responsibility declaration as per Section 6.6 d. Mode of Submission: Online + Hard Copy + Soft copy (non-writable CD/DVD)
<b>Three</b>	Technical bid	a. Technical Bid

		b. Mode of Submission: Online + Hard Copy + Soft copy (non-writable CD/DVD)
<b>Four</b>	Financial bid	a. Financial bid b. <b><u>Mode of Submission: ONLY ONLINE</u></b>

- a. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- b. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- c. The Financial Proposal shall be submitted only on [www.apecurement.gov.in](http://www.apecurement.gov.in) and not by any other means, failing which the Authority shall reject the Bid.
- d. Technical Proposals will be opened online at [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in) the specified address, date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.
- e. **Documents Establishing the Conformity of the Goods to the Bidding Document**
  - To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences
  - The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements
  - Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by Bidder in the Schedule of Supply, are intended to be descriptive only and not restrictive
- f. **The Technical Proposal shall contain the following:**
  - Technical Proposal Submission Sheet;
  - Written confirmation authorizing the signatory of the Bid.
  - Documentary evidence establishing the Bidder's eligibility to bid as per clause 3.6.
  - Documentary evidence that the Goods and Related Services conform to the Bidding Document;
  - Information in Appendix's of Technical proposal Submission Sheet
  - Documentary evidence establishing the Bidder's qualifications to perform the contract.
  - Manufacturers authorization if applicable
  - Any other document required as per the Bid Data Sheet and Tender
- g. Each bid must be typed or written in indelible ink and an authorized representative of the bidder shall sign the bid and physically initial and stamp all pages of the bid. The authorization shall be by way if a written power of attorney executed in the format attached as Annexure -8. The name and position held by the person signing of the proposal must be typed or printed below.
- h. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

- i. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons - Power of Attorney) who sign(s) the bids.
- j. Failure to submit the bid before the submission deadline specified in the Fact Sheet / Important Dates would cause a bid to be disqualified.
- k. The physical submission of the bid has to be accompanied by soft copy [Non-Writable CD/DVD].
- l. The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- m. Interested bidders shall submit completed RFP in sealed envelope along with soft copy, DD of Bid Processing Fee, Bid security / EMD and super-scribed the project title with all supporting documents like - Design Intent in brief identifying suitable technology, qualifications, Profile of Organization, financial strength (certified financial statements as per RFP) and expertise to undertake the project. The bidders must furnish the details on the technology adopted and success elsewhere. The bidder shall also submit a conceptual financial model for the project with proper justifications and proofs along with financial statements to demonstrate the bidder's capability of carrying out such project either individually or jointly in consortium with others. All the documents duly signed by the authorized signatory of the bidder, must be delivered to the undersigned through Speed Post / Courier service / by person so as to reach the office of Managing Director, TSCCL at the address, not later than last date of bid submission date and it shall be the responsibility of the bidder to send it on time. Authority will not take any responsibility for any delay or non-receipt.
- n. Authority will not accept delivery of bid by fax or e-mail.
- o. This RFP's enclosed formats / Annexures/ Documents, no document should be left unfilled; otherwise the RFP filing will not be valid and the incomplete RFP response will not be considered for any evaluation. All the pages of the documents should be signed by the authorised signatory of the lead Bidder and the scanned copies of the documents should be uploaded in the e-procurement portal.
- p. A prospective bidder requiring any clarification on RFP documents may contact the RFP Inviting officer at the address indicated in the NIT. The RFP inviting officer will also respond to any request for clarification, received through post /e-mail.
- q. The bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids etc., in the standard proscribed in the RFP documents displayed at e-market place.
- r. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e-market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.
- s. Even while execution of the work, if found that the bidder had produced false / fake certificates in the bidding process for his selection, he will be black listed and the contract will be

terminated.

- t. All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the RFP percentage quoted by the bidder, however keeping in view the maximum reimbursable amounts specified in Financial Bid.
- u. The documents shall be prepared and scanned in different files (in \*.pdf or \*.jpeg format) and uploaded during the online submission of Bid.
- v. The Bidder must also upload certificates stating that the information furnished by him is genuine and he must also give self-declaration regarding value of ongoing works. The documents are to be uploaded in \*.zip format only.
- w. The authority will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the bidders while submitting his bids online.
- x. Related certificates, documents etc., duly self-attested are to be scanned and uploaded on to the e-procurement platform at [www.apecurement.gov.in](http://www.apecurement.gov.in) in support of items mentioned in clause.
- y. Any other condition regarding receipt of bidders in conventional method appearing in RFP document may be treated as Non-applicable.
- z. Any incorrectness / deviation noticed in the soft copies will be viewed seriously and apart from cancelling the RFP duly forfeiting the EMD, criminal action will be initiated including suspension of business.
- aa. If any discrepancy found between the online submission and the physical submission, the bid submitted online shall prevail and be considered as final.
- bb. Both physical and online bid submission are mandatory, if anyone is not submitted, the bid shall be considered as non-responsive bid.
- cc. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- dd. Bidder shall quote for full quantity against all items. Part bids are liable for rejection. Therefore, the bidder is advised to study all terms and conditions of the RFP including technical specifications for submitting complete and comprehensive bid.
- ee. Failure to comply with any of the terms and conditions or instructions of the offer with insufficient particulars which are likely to render fair comparison of tender as a whole impossible may lead to rejection even if otherwise it is a competitive offer/ Bid.
- ff. **Local Conditions:** It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The Authority will not entertain any request for clarifications from the Bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the authority neither any change in the time schedule of the contract nor any financial adjustment arising thereof which are based on the lack of such clear information, its effect on the cost of the works to the Bidder shall be permitted by the

authority.

- gg. The three envelopes shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

**“Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

Each of the envelopes shall be addressed to:

ATTN. TO : The Managing Director,  
Tirupati Smart City Corporation Limited,  
c/o. Tirupati Municipal Corporation, Tilak Road, Tirupati – 517501,  
Chittoor District, Andhra Pradesh, India E-mail: [tsccltirupati@gmail.com](mailto:tsccltirupati@gmail.com)

If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- hh. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected

ii. **Note to the bidder for e-tendering:**

In participation in e-tendering of Authority, it is mandatory for prospective bidder to get registered on website [www.apecurement.gov.in](http://www.apecurement.gov.in). Thus, it is advised to all prospective bidders to get registration by making online registration fees. It is mandatory that the bidder is required to sign their bids online using Digital Signature Certificates, so the same should be obtained the same at the earliest if not obtained already.

For further information regarding issue of Digital Signature Certificate, the bidder may visit website [www.apecurement.gov.in](http://www.apecurement.gov.in) it is to be noted that it may take upto 0 to 10 working days for issue of Digital Signature Certificate. Authority shall not be responsible for any delay in issue of Digital Signature Certificate.

If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc., well in advance. Bidder must positively complete online e-tendering procedure at [www.apecurement.gov.in](http://www.apecurement.gov.in)

For any type clarifications bidder can visit [www.apecurement.gov.in](http://www.apecurement.gov.in) and for helpdesk <http://www.apecurement.gov.in/helpdesk.html>

- jj. Bidder may contact the officials at TSSCL to get any other information about the equipment's and vehicles required.

kk. **One RFP per Bidder:**

Each bidder shall submit only one RFP for the work. A bidder who submits more than one RFP will cause dis-qualification of all the RFPs submitted by the Bidder. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

## 2.13 Bid Formats

### 2.13.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1	Pre-Qualification Bid Covering Letter	As per format provided in section 6.1
2	Consortium Agreement	As per format provided in Annexure 7 of this Volume ( If Applicable)
3	About Bidder	As per format provided in section 6.2 of this document.
4	Bidder Registration	A Bidder must prior experience in implementation of social development / Rehabilitation / upgradation programme
5	Average Annual Turnover	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years
6	Undertaking for non-blacklisting clause	Undertaking by the authorized signatory as per format
7	Bidder Certifications	Copies of valid certificates in the name of the sole bidder
8	Power of Attorney/Resolution	Documentary evidence as per format provided in Annexure 8 and 9
9.	Project Experience	Citation details of projects as per format in Section 7.4 and 6.7 as applicable.
10.	No Deviation Certificate	As per format provided in section 6.5
11.	Total responsibility certificate	As per format in 6.6

### 2.13.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in section 7.1
2.	Technical Bid Covering Letter	As per format provided in Section 7.2
3.	About Bidder	<ul style="list-style-type: none"> <li>· Details about bidder (whether sole bidder or Consortium )</li> <li>· Bidder's General Information as required in Technical Criteria 3.6.</li> </ul>
4.	Project presentation	Details as required in Technical Criteria 3.6.
5.	Project/credential summary	As per format provided in Section 7.3
6.	Bidder's Experience	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self-certifications as per format in section 6.7 as Applicable
7.	Manufacturers'/Producers' Authorization Form	Deleted
8.	Anti-Collusion Certificate	Deleted
9.	Non-disclosure agreement	As per format provided in section 11 (Annexure 6)

### 2.13.3 Financial Bid Format

The Bidder must submit the Financial Bid in the formats specified in Section 8.

Section #	Section Heading	Details
1.	Bid Price Sheet	As per format provided in Section 8 (Annexure - 4) (online submission only)

### 2.14 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents (like notices, certificates, correspondences, proceedings, etc.,) are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized. The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 2.15 Authentication of Bids

An authorized representative (or representatives - Power of Attorney) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Financial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.



## **2.16 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

Verbal clarifications and information given by the authority or any other person for or on its behalf shall not in any way or manner be binding on the authority.

## **2.17 Bid Price and quotation submission**

Financial Bid shall be as per the format provided in Section 8. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder. **The financial bid must be uploaded on e-procurement only and should not** be printed or submitted with Prequalification / Technical Bid.

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account.

The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished online.

The bidders shall quote in their proposals a firm lump sum price as per schedules provided for the entire scope of **Engagement of Agency for implementing social upgradation project in Tirupati.**

The prices quoted by the Bidder shall be fixed.

Any conditional bid with any deviations from the terms and conditions of RFP shall be disqualified.

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

- The price of the goods quoted should be on the basis of delivery to site on for destination basis [at Tirupati] including all customs duties and taxes, Entry tax, GST, transportation, packaging, transit insurance, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted. The price quoted should be inclusive of all FOR Tirupati.
- The prices quoted shall be lump sum and on for destination basis inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be quoted.
- **A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.**

**Note:**

**\*Rate per Unit / Unit Price inclusive of following:**

- All priced quotations should be in Indian Rupees only.
- Unit Price at Destination or Delivery point at Tirupati, Chittoor District, Andhra Pradesh, India.
- The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination (i.e., at Tirupati).
- The unit prices quoted shall be with comprehensive warranty.
- The Bidder shall quote for Estimate Schedule (along with basic price, GST and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) and Comprehensive Warranty in the specified places for all the materials, equipments & machineries having Technical Specifications mentioned in this bid document.
- The price of equipments & machineries (Ex-works, Ex-factory, Ex-showroom, Ex-warehouse or off-the-shelf, as applicable), including all duties and sales and other taxes (Inclusive of GST).
- On components and raw material used in the manufacture or assembly.
- On the previously imported equipment / machineries of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
- Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- Unit price including all customs duties and taxes, Entry tax, GST, transportation, packaging, transit insurance, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted.
- The prices quoted shall be lump sum and on for destination basis inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be quoted.
- The bidder should quote his firm prices valid for the duration and completion of the contract i.e. **Engagement of Agency for Implementing social upgradation project in Tirupati**” under Implementation of the Smart City Mission in Tirupati. No enhancement of prices for what so ever reason will be allowed once the offer is accepted.

## **2.18 Insurance**

Deleted

## **2.19 Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.5. The bids with deviation(s) are liable for rejection.

## **2.20 Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposal as per the format mentioned in Section 6.6.

## **2.21 Late Bids**

RFP must be submitted not later than the date and time specified in RFP. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authorities shall does not be responsible for delay in submission of any online submission related or website related issues and date of submission cannot be extended for such reasons

Authority reserves the right to modify and amend any of the above -stipulated condition/criterion.

## **2.22 Right to Terminate the Process**

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

## **2.23 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the scope.

## **2.24 Acceptance / Rejection of Bids**

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.

- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

The authority 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.

The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the authority thereunder.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

- a. Activities and items described in the Technical Proposal but not priced in the Financial proposal shall be assumed to be included in the prices of other activities or items and no corrections will be mad to the Financial Proposal / Bid.
  - b. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
  - c. 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.
  - d. If there is a discrepancy between words and figures, the amount in words shall prevail.
  - e. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

## **2.25 Confidentiality**

From the time the bids are opened to the time of the contract is awarded, the bidder should not contact the client on any matter related to its qualification documents, Technical Bid and/or Financial Bid. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the bidders who submitted the bids or to any other party not officially involved with the bid process, until the publication of the contract award.

Any attempt by a bidder or anyone on behalf of the bidder to influence improperly the client in the evaluation of the bids or award of the contract may result in the disqualification of its bid.

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the

successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Lead bidder and Consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per Annexure 6 in section 11.

## **2.26 Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- c. Bid is received in incomplete form.
- d. Bid is not accompanied by all the requisite documents.
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful / corrupt / fraudulent means at any point of time during the bid process.
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids / bidders are withdrawn upon notice immediately
- i. If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified.
- j. Bids without EMD / Bid Security and as well as Bid Documentation / Bid Processing Fee will be disqualified.

## **2.27 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOA or the Agreement, if a Bidder is found by Authority to

have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

- b. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant /adviser of Authority in relation to any matter concerning the Project;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process or the execution of contract;
  - iii. “Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrowers, designed to influence the action of any party in a procurement process or the execution of a contract.
  - iv. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - v. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - vi. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period of time to participate in TSCCL Bidding / Tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an TSCCL contract.

## **2.28 Conflict of Interest**

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the proposal delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- b. Authority requires that the bidder provides proposals which at all times hold Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- c. **Conflicting Activities: Conflict between consulting activities and procurement of goods, works or non-consulting services:** A bidder that has been engaged by the client to provide goods, works, or non-consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for preparation or implementation.
- d. **Conflicting Relationships: Relationship with the client's staff:** A bidder (including its Directors, stakeholders or Management) that has a close business or family relationship with a professional staff of the client who are directly or indirectly involved in any part of
  - The preparation of the RFP for the assignment
  - The Technical Specifications of the goods, works or services may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the contract.

## **2.29 Sub-Contracting**

The bidder would not be allowed to sub-contract work, except for the following:

- Structure, Civil and Architectural works
- Cabling and fixtures work and all civil work during implementation.

Sub-contracting shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay / error / non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

A list of all sub-Contractors that the bidder proposes to sub-contract the works mentioned above shall be set out as per format provided in Section 16 along with an undertaking as specified in Section 19 [Annexure -11].

### **2.30 Right to vary quantity by Authority**

- a. At the time of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

### **2.31 Withdrawal, Substitution, and Modification of Bids**

- a. No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the bidder in the bid submission form, or any extension thereof agreed to by the bidder. Withdrawal of the bid during this interval may result in the forfeiture of the EMD / Bid Security.
- b. Any alteration / modification in the application or additional information supplied subsequent to the bid submission date, unless the same has been expressly sought for by the client, shall be disregarded.
- c. Bids withdrawn shall not be opened and processed further.
- d. Alternative bid shall not be permitted.

### **2.32 Site Visit**

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) Bidders are encouraged to submit their respective bids after visiting the project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.



- c) 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.
- d) A site visit conducted by the authority **shall be organized** on the written request of the bidder. The bidder shall intimate the Employer for site visit through Electronic mail [tsccltirupati@gmail.com](mailto:tsccltirupati@gmail.com) at least three (03) days in advance.
- e) Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- f) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **2.33 Acknowledgement by Bidder**

- a. It shall be deemed that by submitting the bid, the bidder has:
  - i. Made a complete and careful examination of the RFP.
  - ii. Received all relevant information requested from the authority.
  - iii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the authority relating to any of the matters referred to clause 2.30 above; and
  - iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- b. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of concerning or relating to the bidding process, including any error or mistake therein or in any information or data given by the authority.

### **2.34 Proprietary Data**

All documents and other information supplied by the authority or submitted by bidder to the authority shall remain or become the property of the authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The authority will not return any bid or any information provided along therewith.

### **2.35 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the authority makes official intimation of award / rejection to the bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the bidding documents, from contacting by any means, the authority and / or their employees / representatives on matters related to the bids under consideration.

### **2.36 Maintenance Tools and Tackles**

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package.

The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item. The item wise Price to be quoted by the Bidder shall be furnished in the format, which will be delivered with the first shipment of the main equipment.

### **2.37 Drawings, Data and Literature to be furnished**

The Bidder shall include in his offer the following:

Undertaking to furnish details of special precautions and instructions to be followed and check list for erection, testing and commissioning of the plant.

Undertaking to furnish all required drawings, documentations for assembly, erection, testing and commissioning of the plant. Instructions regarding storage, handling, precautions etc., and checklists at various stages, till the plant is installed.

Time schedule for design, manufacture, testing, shipment, installation and commissioning is to be enclosed.

### **2.38 Governing Law and Jurisdiction**

The contract and the transaction contemplated therein shall be governed by and construed in accordance with the laws of India.

The contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent courts in Tirupati, Andhra Pradesh, India.

If any disputes arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the agreement or regarding a question, including the questions as to whether the termination of contract Agreement by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts gives 15 days' notice thereof to the other party in writing.

The place of arbitration shall be Tirupati, Andhra Pradesh, India.

The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

The Proceeding of arbitration shall be in English Language.

### **3. Selection Process for Bidder**

#### **3.1 Opening of Bids**

Bids are invited from the prospective bidders for the capacity specified in this section.

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid.

There will be bid-opening as follows,

1. Set 1 – RFP Processing Fee & Bid Security / EMD
2. Set 2 – Pre-qualification Bid
3. Set 3 – Technical Bid

The date and time for opening of Technical & Financial bid would be as mentioned in the Fact Sheet.

The Technical Bids of only those bidders who clears the Pre-qualification stage shall be opened.

The Financial Bids of only those bidders will be opened who score equal to or more than 70% in Technical Evaluation.

#### **3.2 Preliminary Examination of Bids**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Authority shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney), only if applicable
- c. Transaction Fee
- d. Bid documentation / Bid Processing Fee.
- e. Earnest Money Deposit (EMD) / Bid Security.
- f. Technical Proposal Submission Sheet.

- g. Found with suppression of details
- h. With incomplete information, subjective, conditional offers and partial offers submitted
- i. Submitted without the documents requested
- j. Non-compliant to any of the clauses mentioned in the RFP
- k. Manufacturer's Authorization, if applicable.
- l. With lesser validity period

### **Examination of Terms and Conditions; Technical Evaluation of Bids**

Authority shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

Authority shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, authority determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

### **3.3 Evaluation Process**

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

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

Only those Bidders who meet the eligibility criteria specified shall qualify for evaluation under this Section 3. Bids of firms / consortia who do not meet these criteria shall be rejected.

The Bidder's competence and capability is proposed to be established by the following parameters

- a) After the bidder qualifies in the Pre-Qualification, they will be considered for Technical Evaluation and only those bidders will be qualify for financial bid who score equal to or more than 70 marks out of 100 in Technical Evaluation as per clause 3.6.

- b) The bidders who qualify in the Pre-Qualification may require apprising before the RFP evaluation Committee and making a presentation (max. 20 slides) on the scheduled date and time.
- c) The presentation will be awarded marks out of 100 (hundred) marks and will be prorated in overall marks mentioned in clause 3.6. Technical presentation by the responsive bidder on Implementation Strategies, operation and functioning of the project with emphasis on innovative ideas in operations maintenance and timely replacement of non-performing/under-performing equipment's etc. will be presented in the presence of Committee constituted by TSCCL and the marking for the presentation will be given by the committee members. The marks awarded by the committee members will be final.
- d) The decision of the RFP Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The RFP Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.
- e) The RFP Evaluation Committee reserves the right to reject any or all bids without assigning any reason. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:-

#### **3.4.1 Stage 1: Pre-Qualification**

- a. The Bidder should be either a body incorporated in India under society's Act / Trust Act/ section 25 of the Companies Act, 1956 and as amended till date.
- b. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- c. Authority shall validate "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)". If the contents are as per requirements, Authority shall open the "Pre- Qualification Bid". In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- d. Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will be opened for those bidders, who qualify in the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

#### **3.4.2 Stage 2: Technical Evaluation**

- a. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b. Authority will review the technical bids of the short-listed bidders for responsiveness. If the technical proposal is found
  - Not to be complete in all respects; or
  - Not duly signed by the authorized signatory of the bidder on all pages; or

- Not to be in prescribed format and interlineations in between the formats / lines in the prescribed formats; or
- To contain alternation, conditions, deviations or omissions.

then such technical bids shall be deemed to be substantially non-responsive and liable to be disqualified at Authority's discretion.

- c. The bidders' technical proposal in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6
- d. Bidders need to submit detailed – "**Presentation of the Project**" Bidders who qualify the PQ stage shall be called for presentation.

### 3.4.3 Responsiveness of Technical Proposal

1. Authority's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - a. Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - b. Limits in any substantial way, inconsistent with the Bidding Document, Authority's rights or the Bidder's obligations under the Contract; or
  - c. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.
  - d. If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by authority and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission

### 3.4.4 Stage 3: Financial Evaluation

The financial bids for the technically qualified bidders will be notified and shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

- a. **Financial bids shall be uploaded on e-procurement portal only.**
- b. Financial bids that are not as per the format provided in Section 8 (Annexure 4) shall be liable for rejection.
- c. The bid price shall include all taxes and levies and shall be in Indian Rupees.
- d. Financial Bids of only top bidders who have obtained 70 % (Seventy percentage) or above marks in the technical bid evaluation process will be opened.
- e. Deleted
- f. The work will be awarded to the first ranked bidder (L<sub>1</sub>, having the Lowest bid value). The second ranked bidder (L<sub>2</sub>) shall be kept in reserve and may be invited for negotiation in case the first ranked bidder withdraws, or fails to comply the requirements specified in this document.

- g. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- h. TSCCL reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of the Managing Director, TSCCL in this regards shall be final and binding. The Managing Director, TSCCL is not bound to disclose the details of the evaluation process in terms of methodology, evaluation criteria and scores.

**3.4.5 Correction of Arithmetical Errors**

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

1. 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.
2. 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
3. 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 this clause as stated above.
4. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with RFP shall result in the rejection of the Bid.

**3.5 Pre-Qualification Criteria**

The Technical Evaluation Committee shall validate the Pre-Requisite documents as per mentioned below. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified for processing further.

Sl. No.	Eligibility and Qualification Criteria	Compliance Requirements	Documentation
<b>Criteria</b>			
1.	A Bidder must be Registered Company under section 25 of under Companies Act 1956 / 2013 / Society's Act/ Trust Act	<ul style="list-style-type: none"> <li>• Copy of Certificate</li> </ul>	PQ_1



2	The bidder should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India as on the bid submission date	<ul style="list-style-type: none"> <li>Undertaking by the authorized signatory of bidder (In case of Consortium to be provided by each member) as per format given in Annexure 2, section 6.4</li> </ul>	PQ_2
<b>Financial Criteria</b>			
3.	The average annual Turnover (TO) 2.50 Crore in Indian Rupees for last 3 audited financial years (2015-16, 2016-17, 2017-18).	1. Certificate from the statutory auditor / CA clearly specifying the average annual turnover for the specified years. or 2. The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 03 (Three) financial years, preceding the year in which the Bid is made.	PQ_3
4	PAN CARD & IT Returns for the last 3 financial years (2015-16, 2016-17, 2017-18).	<ul style="list-style-type: none"> <li>Scanned copy of original document</li> </ul>	PQ_4
5	GST Registration Copy	<ul style="list-style-type: none"> <li>Scanned copy of original document</li> </ul>	PQ_5
<p>The Bidder is to submit audited statements of accounts for the last three (3) years, along with its bid. The Bidder has to submit accounts and certified balance sheet certified by a registered chartered accountant supported by copies of tax returns or the last three (3) years, along with its bid. In the event that the Authority in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary Authority will make enquiries with the Bidder's Bankers.</p>			
<p><b><u>Approach &amp; Methodology :</u></b>  Technical Bid shall consist of following:</p> <p>The bidder has to give comprehensive plan, Proposed solution, detailed project schedule, team structure, manpower positioning, implementation methodology, training details [if required], management of the project, etc., in technical bid and shall give an undertaking that the proposed system shall be installed, commissioned, implemented and complete in all respects adhering to the requirements of this RFP. All the annexures also should be submitted as prescribed.</p>			

**Note:**

**On Failure of submission of these above mentioned documents the bidder will be disqualified**

**Notes:**

- The Evaluation Committee will review the bids of the short-listed bidders to determine whether the bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- **Clarification of Bids:** To assist in the examination, evaluation, comparison and post-qualification of the Bids, Authority may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by authority shall not be considered. Authority's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
- Any bid failing to meet all of the above eligibility criteria shall be disqualified and will not be considered for technical evaluation.
- No relaxation will be given to any of the qualification criteria.
- Bidder should produce the documentary evidence for all the above. (Pre-qualification eligibility from the client / Government Agencies).
- In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect from their directors and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 02 (Two) years preceding the year or from the date of incorporation if less than 2 years for which the Audited Annual Report is not being provided.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified / debarred / suspended / blacklisted if they have:
  - Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
  - Not turned up for entering into agreement, when called upon.
  - Made misleading or false representations in the forms, statements and attachments in proof of the qualification requirements; and/or
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or
  - Participated in the previous bidding for the same work and had quoted unreasonable bid prices (Too high or too low) and could not furnish rational justification to the Employer.
  - Even while execution of the work, if found that the work as awarded to the contractor based on false / fake certificate of experience, the contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.

### 3.6 Technical Evaluation Framework

The methodology for evaluation of Technical bids is given below:

S.No	Parameter	Score	Method of allotting marks for technical scores								
1	The Bidder should have undertaken project as specified hereunder (either completed/ or in process of implementation); Social Upgradation/ Skill Upgradation  Copy of the Client/ accredited authority Certificate as a proof has to be attached	40	<table> <tr> <td>Project</td> <td>Score</td> </tr> <tr> <td>a) One Project</td> <td>20</td> </tr> <tr> <td>b) Two Projects</td> <td>30</td> </tr> <tr> <td>c) More than Two Projects</td> <td>40</td> </tr> </table>	Project	Score	a) One Project	20	b) Two Projects	30	c) More than Two Projects	40
Project	Score										
a) One Project	20										
b) Two Projects	30										
c) More than Two Projects	40										
2	The Bidder should have undertaken project as specified hereunder (either completed / or in process of implementation);  Heath / Sanitary / Hygiene / Similar Sector implementation  Copy of the Client / accredited authority Certificate as a proof has to be attached	40	<table> <tr> <td>Project</td> <td>Score</td> </tr> <tr> <td>a) One Project</td> <td>20</td> </tr> <tr> <td>b) Two Projects</td> <td>30</td> </tr> <tr> <td>c) More than Two Projects</td> <td>40</td> </tr> </table>	Project	Score	a) One Project	20	b) Two Projects	30	c) More than Two Projects	40
Project	Score										
a) One Project	20										
b) Two Projects	30										
c) More than Two Projects	40										
3	Presentation including Implementation Strategies, operation and functioning of the project with emphasis on innovative ideas in operations maintenance	20									

All bids will be evaluated on the Technical bid and the presentation on the bid.

To qualify for the next round i.e. the financial bid evaluation, the bidder's technical bids need to meet certain standards:

- I. Bidders scoring less than 70% (Seventy percentage) in the Technical Bid evaluation are immediately disqualified.
- II. Among Bidders who score higher than 70% (Seventy percentage) will be eligible and short-listed for the financial evaluation.

## **4. Award of Contract**

### **4.1 Notification of Award**

Authority will notify the successful Bidder in writing by e-mail followed by courier. To be confirmed by the Bidder in writing by email followed by courier.

### **4.2 Signing of Contract**

After the notification of award, Authority will issue Letter of Acceptance (LOA). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee / Performance Security within 28 working days from the date of issuance of LOA.

On receipt of the Performance Bank Guarantee / Performance Security, Authority or the agency designated by Authority shall enter into a contract with the successful bidder.

### **4.3 Performance Bank Guarantee (PBG) / Performance Security:**

Within twenty eight (28) working days from the date of issuance of LOA, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) / Performance Security to the Authority. The PBG shall be from a Nationalized Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee / Performance Security shall be for an amount equivalent to 5% of total contract value. PBG shall be invoked by Authority, in the event the Bidder:

- a. fails to meet the overall penalty condition as mentioned in RFP Volume II or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c. Misrepresents facts / information submitted to Authority.

The performance bank guarantee / Performance Security shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee / Performance Security may be discharged / returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee / Performance Security.

In the event of the Bidder being unable to perform the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee / Performance Security, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee / Performance Security shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee / Performance Security shall be valid till (90) days beyond the expiry of the contract period of the project.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

#### **4.4 Warranty & Maintenance**

- a. Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of project duration [as stated in the Fact Sheet], as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of the client.
- b. During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c. Client or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to client and within time specified and acceptable to client.
- d. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, client may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without

prejudice to any other rights, which client may have against the bidder under the contract.

- e. During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carryout installation and make operational the same at no additional cost to client.
- f. The successful bidder hereby warrants that;
  - The implemented integrated solution / Project represents a complete, integrated solution/Project meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
  - The proposed integrated solution/ Project shall achieve parameters delineated in the technical specification / requirement.
  - The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
  - The successful bidder undertakes to ensure the maintenance of the acceptance criterion / standards in respect of the systems / project during the warranty period.
  - Failure to agree with the Terms & Conditions of the RFP
  - Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids. In such a case, Authority shall invoke the PBG and / or forfeit the EMD.

#### **4.5 Miscellaneous**

1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Tirupati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities

in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

4. Obtaining the required statutory licenses like Consent to Establish and Consent to operate approvals from the statutory authorities (if required / directed by Client).
5. Authority may, at its discretion reserves the right to extend the RFP submission date and amending for which the RFP is invited.
6. Authority reserves the right to accept / reject any or all RFP(s)/Proposals and to annul the process without assigning any reason thereto.
7. Authority reserves the right to define the requirements and issue another RFP/s / Tenders as may be deemed necessary.
8. The Authority reserves the right to verify the particulars furnished by the bidders independently and also reserves the right to reject any proposal without assigning any reason thereof in the interests of effective implementation of the project.
9. After uploading the technical/financial bid, the original DDs/BG are to be submitted by the bidder to the concerned MD, TSCCL so as to reach before opening of the pre-qualification bid. Failure to furnish DDs/BG, entail rejection of the bid and forfeiture of the EMD. Similarly if any of the certificates, documents etc. furnished by the bidder are found to be false/fabricated/bogus, the bidder will be black listed and the EMD forfeited.
10. The Authority may extend the dates for issue and receipt of RFP by issuing an amendment in which case all rights and obligations of the Managing Director, Tirupati Smart City Corporation Limited.

## **5. Pre Bid Meeting**

### **5.1 Bid Representative:**

No Pre-BID MEETING of the Bidders shall be convened at the designated date, time and place.

### **5.2 Pre-Bid Meeting Place & Time**

**Deleted**

## Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format along with the name and details of the origination submitting the queries.

SL #	RFP Volume, Section	RFP page no	Content in the RFP	Clarification sought

**Note:**

- a. In case of queries with regard to RFP document, please mention the section/clause as may be applicable.
- b. In case of queries with regard to functional or technical requirements, please give reference of the corresponding FR/TR
- c. **Bidders are advised to share the Pre- Bid queries in two formats, one is in excel sheet (in \*.xls Format) and as well as another in signed and scanned copy of the file (in \*.pdf format).**



## 6. Annexure – 02 Formats for submission of Pre-Qualification Bid

### 6.1 Pre-Qualification Bid Covering Letter

Dated: DD/MM/YYYY

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

Sub: **“Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.”**

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

With reference to your **“Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.”**, we hereby submit our Pre-qualification bid, Technical Bid and Financial Bid for the same.

We, the undersigned hereby declare that:

- a. We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);
- b. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- c. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

S. No.	Description of Goods and Related services
1	<b>Engagement of Agency for Implementing social upgradation project in Tirupati”</b> under Implementation of the Smart City Mission in Tirupati

- d. We have submitted EMD of Indian Rupees[ ] and Bid Processing fee of Indian Rupees[ ]
- e. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

- f. We agree to abide by our offer for a period of 180 (One Hundred and Eighty) days from the date of opening of pre- qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- g. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- h. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- i. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- j. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 05 percent of the Contract Price for the due performance of the Contract.
- k. We are not participating, as Bidders, in more than one Bid in this bidding process.
- l. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- m. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so
- n. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

In case of any clarifications please contact \_\_\_\_\_ email at  
 \_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name Designation

**Seal**

Date:

Place:

Business Address:

## 6.2 Bidding Entity profile

### A. Brief company profile (required for both bidder and consortium member)

Sl. No.	Particulars	Description or details
1.	Name of Bidder	
2.	Legal status of Bidder (Registered company, Pvt. Ltd., LLP/ registered under society's act, Trust Act, etc.)	
3.	Main Activities of the Bidder	
4.	Registered office address	
5.	Incorporation / Registration date and number	
6.	GST number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Role in Consortium (if applicable)	Brief scope of work in the Consortium

### B. Certificate of Incorporation / Registration (required for both bidder and Consortium members)

### C. Financial Turnover

The financial turnover of the company is provided as follows:

	2015 - 16	2016 - 17	2017- 18
Annual Turnover			

Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover

Positive net worth, as on the last date of latest audited financial year.

Copy of self-certified statutory auditor certificate / CA to be submitted along with the bid

### Fiscal Criteria of the Bidder

Bidder Type	Net Worth	Financial Year
Single Entity Bidder		
Consortium Member 1		
Consortium Member 2		

## Fiscal Data

Description of Fiscal Information	Amount / Value (In ₹ , - Crore)		
	2015-16	2016-17	2017-18
<b>Statement of Fiscal Position</b>			
<b>Information from Balance Sheet</b>			
Total Assets			
Total Liabilities			
Total Equity / Net Worth (NW)			
Securities (Stocks, Bonds, Mutual Funds, etc.,)			
Insurance Policies (Cash surrender value)			
Current Assets			
Current Liabilities			
Working Capital			
<b>Information from Income Statement</b>			
Total Revenue			
Profits Before Taxes			
<b>Cash Flow Information</b>			
Cash Flow from Operating Activities			

### Source of Finance

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

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

### Instructions:

- The Bidder/Member (in case of a Consortium) shall attach copies of the balance sheets, financial statements and Annual Reports for the last financial year preceding the Bid Due Date. The financial statements shall:
  - reflect the financial situation of the Bidder or Consortium Member;
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements; and
  - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

- 3 Financial Year will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.
- 4 In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted.
- 5 The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.

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

Description	2015-16	2016-17	2017-18	Remarks
Turnover ( ₹ in Cr.)				
Profit after Tax ( ₹ in Cr.)				

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

Names of three Clients from different departments to whom similar works are done in the last three financial years and to whom reference may be made by the Authority regarding the bidder's performance for timely completion of delivery, installation and after sales service support:

Description	Client1	Client 2	Client 3	Remarks
Name and Designation of Contact person				
Complete Address of the Buyer				
Telephone Number / Mobile Number / Fax				
E-mail Address				

**Special Accreditations or Awards:**

**Other details - (If bidder wants to furnish relate to their capabilities)**

**Declaration:**

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

**6.3 Declaration of Non-Blacklisting**

(To be notarized on Non-Judicial Stamp Paper of Rs.100)

Subject: Self Declaration of not been blacklisted in response to the **REQUEST FOR PROPOSAL FOR “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati” under Implementation of the Smart City Mission in Tirupati.**

Ref: RFP No. <<.....>> **dated** << .....>>

Dear Sir,

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

We confirm that our company or firm,\_\_\_\_,is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and / or thereafter during the Contract Period. Dated this.....Day of ....., 201....

Name of the Applicant

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Printed Name Designation

**Seal**

Date:

Place:

Business Address:

Note:

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

**6.4 Declaration for Consortium Member:**

*(To be provided on the Company letter head)*

{Place}

{Date}

To,

[            ]

Subject: Self Declaration of not been blacklisted in response to the **REQUEST FOR PROPOSAL FOR “<<Name of the RFP>>”**

Ref: RFP No. <<.....>> **dated** << .....>>

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name Designation

**Seal Date:**

Place: Business Address:



**6.5 No Deviation Certificate**

Dated: DD/MM/YYYY

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

This is to certify that our offer is exactly in line with your RFP enquiry (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Financial in either direct or indirect form.

(Authorized Signatory)

Signature:  
Name:  
Designation:  
Address:

Seal:  
Date:

## 6.6 Total Responsibility Certificate

Dated: DD/MM/YYYY

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

This is to certify that we undertake the total responsibility for the defect free operation of the proposals per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:  
Name:  
Designation:  
Address:

Seal:  
Date:

**6.7 Self-certificate for Project execution experience and Litigation History  
(In Bidding Entity's Letter Head)**

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

<b>Name of the Project</b>	
<b>Client's Name, Contact no. and Complete Address</b>	
<b>Contract Value for the bidder (in Indian Rupees)</b>	
<b>Current status of the project (Completed/Ongoing)</b>	
<b>Activities completed by bidding entity as on bid submission date</b>  <i>(N.B Only relevant activities as sought in the Criteria to be included)</i>	
<b>Value of Work completed for which payment has been received from the client.</b>	
<b>Date of Start</b>	
<b>Date of Completion</b>	
<b>References( Name and contact details of the authorized client officials issued the project executed certifications are to be referred)</b>	

We further confirm that we are aware our proposal for the <<**Name of the RFP**>> for implementation of Smart Solutions in Tirupati would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RfP at any stage of selection and/or thereafter during the term of the contract.

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

(Authorized Signatory) Signature:

Name:

Designation:

Bidding entity's name Address:

Seal:

Date:

Details of works on hand and, yet to be completed as on the date of submission of the RFP and works for which Tenders / RFPs has been submitted are to be furnished.

**A) Existing Commitments on ongoing works:**

Sl.No	Name of work	Address of Agt. Concluding authority	Agt. No. & Date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance Value of works to be completed	Anticipated date of completion	Updated value of balance work
1	2	3	4	5	6	7	8	9	10

Attach certificates issued by the Executive Engineer concerned and countersigned by Superintending Engineer / respective authorized representative from client indicating the balance work to be done, and likely period of completion.

**Signature of the Bidder  
(Authorised Signatory)**

**B) Details of works for which Tenders/ RFPs are submitted [awarded / likely to be awarded]**

Sl. No.	Name of work	Address of Agt. Concluding authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender.
1	2	3	4	5	6	7

**Signature of the Bidder  
(Authorised Signatory)**

**C) Litigation History**

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

Date: DD/MM/YYYY

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

RFP No. and Title: \_\_\_\_\_

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

Non-Performed Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert year]			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [insert year]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance:	
Pending Litigation			
<input type="checkbox"/> No pending litigation			
<input type="checkbox"/> Pending litigation			

Information on litigation history in which Bidder is the Petitioner.

S. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

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

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

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

**Signature of the Bidder**

## 7. Annexure 3 – Formats for Submission of the Technical Bid

### 7.1 Technical Bid Check-List

Sl. No	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposal		
5	Project plan		
8	Non-disclosure agreement		

**Signature of the Bidder**

## 7.2 Technical Bid Covering Letter

Dated: DD/MM/YYYY

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

Subject: **REQUEST FOR PROPOSAL FOR “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.”**

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of **REQUEST FOR PROPOSAL FOR “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.”** do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee / Performance Security in the form prescribed at Annexure 5 (a) of Section 9 of the RFP Volume I.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you

receive. This bid is valid for 180 (One Hundred and Eighty) days after opening of technical bid. We shall extend the validity of the bid if required by Authority.

Thanking you,  
Yours sincerely,

(Signature of the Lead Bidder)  
Printed Name Designation

**Seal**

Date:

Place:

Business Address:



### 7.3 Credential Summary

Sl. No.	Project Name	Client Name	Client Type	Project Value (in Indian Rupees)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- *Client type – Indicate whether the client is Government or PSU or Private*
- *Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment*
- *Project Status – Completed (date of project completion) or Ongoing (project start date)*

**Signature of the Bidder**

#### 7.4 Bidder's Experience - Client Citations

Prime Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project Contract Value for the bidder (in Indian Rupees)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium member	

*Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self- certificate as per the format provided in Section 6.7.*

**Signature of the Bidder**

### 7.5 Project Plan

A **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below. (Only if Applicable)

<b>Activity-wise Timelines</b>							
Sl. No.	Detailed Work Break down structure	Month wise Program					
		1	2	3	4	5	...
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
4							

#### Activity-wise Timelines

<b>Sl. No.</b>	<b>Item of Activity</b>	<b>Month wise Program</b>
----------------	-------------------------	---------------------------

*Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.*

**7.6 Conduct and Anti-Collusion Certificate**

(To be notarized on Non-Judicial Stamp Paper of Rs.100)

I / We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal for “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.**” against the RFP issued by Authority, that

I / We undertake that, in competing for the contract, I / we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

I / We declare that our organization or our partners in the Consortium have never been blacklisted by any department / units of Government of India or State Governments or Union Territories in India for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of our services, or violation of any terms and conditions of the Agreement. In case if such misconducts are found to have been committed by us with documentary evidences, our contract can be summarily cancelled with the forfeiture of the security and performance guarantees we have executed with the Authority.

I / We hereby certify and confirm that in the preparation and submission of our Bid, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We further confirm that I / We have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the Bid.

I / We further acknowledge that on any later date, if it was found that I / We indulged in any of the corrupt activities mentioned in Prevention of Corruption Act 1988, the Authority has the right to take necessary legal action.

Dated this .....Day of ....., 201 ...  
Place:

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder / Authorised Person)

.....  
(Name of the Authorised Person)

**Seal**  
Business Address:

7.7 Deleted

7.8 Deleted

## 8. Annexure 4 – Formats for Submission of the Financial Bid

### A. Preamble

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

### Financial Bid

The Bidder has to provide the financial bid in the formats as given here. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder. **The financial bid must be uploaded on e-procurement only** and **should not** be printed or submitted with Prequalification / Technical Bid.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account.

The bidders shall quote in their proposals a firm lump sum price as per schedules provided for the entire scope of Engagement of Agency for Installation and entire Operation and Maintenance period of Project within city of Tirupati.

The prices quoted shall be lump sum and on for destination basis inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be quoted.

- a) **All priced quotations should be in Indian Rupees only.** – Bidders are requested to quote the price in figures and as well as in the words in the same box / place.
- b) The bidder should quote his lowest firm prices valid for the duration and completion of the contract. No enhancement of prices for what so ever reason will be allowed once the offer is accepted. Quotation should carry the name of the manufacturers for the plant offered.

The prices quoted by the Bidder shall be fixed.

A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

Any conditional bid with any deviations from the terms and conditions of RFP shall be disqualified.

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

- The price of the goods quoted should be on the basis of delivery to site on for destination basis [at Tirupati] including all customs duties and taxes, Entry tax, GST, transportation, packaging, transit insurance, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted. The price quoted should be inclusive of all FOR Tirupati.
- The prices quoted shall be lump sum and on for destination basis inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be quoted.
- **A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.**

**Note:**

**\*Rate per Unit / Unit Price inclusive of following:**

- All priced quotations should be in Indian Rupees only.
- Unit Price at Destination or Delivery point at Tirupati, Chittoor District, Andhra Pradesh, India.
- The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination (i.e., at Tirupati).
- The unit prices quoted shall be with comprehensive warranty.
- The Bidder shall quote for Estimate Schedule (along with basic price, GST and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) and Comprehensive Warranty in the specified places for all the materials, equipments & machineries having Technical Specifications mentioned in this bid document.
- The price of equipments & machineries (Ex-works, Ex-factory, Ex-showroom, Ex-warehouse or off-the-shelf, as applicable), including all duties and sales and other taxes (Inclusive of GST).
- On components and raw material used in the manufacture or assembly.
- On the previously imported equipment / machineries of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
- Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- Unit price including all applicable taxes/ customs duties/levies such as taxes, Entry tax, GST, Excise duty, Works Contract Tax, Octroi, Cess, transportation, packaging,

transit insurance, service tax, sales and any other taxes and duties that are applicable for such contracts in the State of Andhra Pradesh as on the date of Opening of bid shall be considered and even already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted.

- The prices quoted shall be lump sum and on for destination basis inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be quoted.
- The bidder should quote his firm prices valid for the duration and completion of the contract **Engagement of Agency for implementing social upgradation project in Tirupati**. No enhancement of prices for what so ever reason will be allowed once the offer is accepted.

### **General**

1. The Schedules do not generally give a full description of the equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

### **Pricing**

3. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialled by the Bidder.

As specified in the Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.

4. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the bidding documents.

For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the bidding documents.

5. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly.



Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. Items left blank will be deemed to have been included in other items. The TOTAL for each Schedule and the TOTAL of the Grand Summary shall be deemed to be the total price for executing the Facilities and sections thereof in complete accordance with the Contract, whether or not each individual item has been priced.
8. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

## Financial Bid

Dated: DD/MM/YYYY

To

**The Managing Director,**

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

Sub: Financial Bid for **“Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati.”**

Ref: Your RFP Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

Having gone through this RFP document and having fully understood the Scope of the Project and the Scope of Work for the Project as set out by AUTHORITY in the RFP. I / we are pleased to inform that I / we would deploy the following resources for undertaking the entire activities involved in this RFP No.\_\_\_\_. We also quote the amount that we would be charging from the Authority. The quote is inclusive of all applicable taxes and charges.

Sl. No.	Name of Work (1)	Rate per unit in INR excluding GST. (2)	Applicable GST & Taxes (3)
1.	<b>Cost of Financial proposal for social upgradation project</b>		
2.	<b>Operation and Maintenance cost</b>		
	1 <sup>st</sup> Year O&M Cost (in Rs)		
	2 <sup>nd</sup> Year O&M Cost (in Rs)		
	3 <sup>rd</sup> Year O&M Cost (in Rs)		
	4 <sup>th</sup> Year O&M Cost (in Rs)		
	5 <sup>th</sup> Year O&M Cost (in Rs)		
	<b>Total Cost (Supply and Installation+ 5 years O&amp;M Cost)(in Rs)</b>		

I / we have reviewed all the terms and conditions of the RFP and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are and shall be no deviations from the stated terms in the RFP Document.

We the undersigned, examined the conditions of contract, specification, special conditions of contract, basic parameters of the proposed scheme and subsequent Addendums for the above mentioned works. We have examined understood and checked these documents and have ascertained that there is no ambiguity in the employer’s requirement. We accordingly offer to

complete the work in conformity with such documents for the lumpsum price as given here under.

We agree to take up the work of as per the Employers requirements at a lumpsum price of ..... (in figures) .....  
..... (in words).

If this offer is accepted we will provide the specified performance security, commence the work within 15 days from the date of issue of letter of acceptance and complete the work within accordance with the above named documents within the period stipulated for completion. We guarantee that the works will then confirm with the performance security included in the RFP.

We understand that you are bound to accept the lowest or any RFP you may receive.

Yours faithfully,  
For and on behalf of (*Name of Bidder*)

.....  
*Duly signed by the Authorised Signatory of the Bidder*  
*(Name, Designation, Address and official stamp)*

Date : DD/MM/YYYY

## Total Cost of Deliverables for Social Upgradation Project

[The Applicant shall have to provide (i) rates, make and Models for each BoQ item, (ii) O&M costs for Year 1 to Year 5 along with detailed break up (online submission only) as per the provision provided in this Tender document. This Envelope shall be opened at the time of Price Bid Opening]

### Cost of O&M and other responsibilities for next 5 years

The Bidder shall have to provide detailed breakup of O&M costs for year 1 to year 5

Year	1	2	3	4	5

**Notes :**

- The above table is indicative only. Any other item specified in and not mentioned in herein above shall also be considered as part of Bills of Quantities. The Bidder shall have to mentioned rates of such line items separately in table specified in (1) above.
- The Envelope pertaining to rates of BOQ items shall be opened at the time of Price Bid Opening only (online submission).

## 9. Annexure 5 (a) - Performance Bank Guarantee

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas, <<name of the firm and address>> (hereinafter called "Implementing Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Tirupati Smart City Corporation Limited (hereinafter called "the Authority")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Implementing Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert

Date>>) Not withstanding anything

contained herein:

I. Our liability under this bank guarantee shall not exceed Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

## **10. Annexure 5 (b) – Bank Guarantee for Bid Security / Earnest Money Deposit**

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'Implementing Agency') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Authority>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Authority>> (hereinafter called "the Authority") in the sum of Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Bid process after having been short listed;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



## CHECK LIST FOR BANK GUARANTEES

Serial Number	Details of Checks	Yes / No
A	Is the BG on Non-Judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
B	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp Vendor? [The date of purchase of Stamp Paper should be not later than the date of execution of BG and the Stamp Paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG	
C	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. on the BG?	
D	Is each page of BG duly signed / initialled by executant and whether stamp of bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
E	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
F	Are the factual details such as Bid Document No. / Specification No. / LoA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
G	Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?	

## 11. Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2018>> **Request for Proposal for “Name of the RFP”** (hereinafter called the said 'RFP') to the “Tirupati Smart City Corporation Limited”, hereinafter referred to as 'Authority'

And,

WHEREAS, the Bidder is aware and confirms that the Authority's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the

information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bid process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bid process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly

deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Bid process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the

Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorized Signatory  
Name:  
Designation:

Office Seal:  
Place:  
Date :

## 12. Annexure 7 – Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

*[On Non-judicial stamp paper of Indian Rupees 100 duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of *[Date]* *[Month]* 2018 at *[Place]* among\_\_\_\_(hereinafter referred to as "\_\_\_") and having office at *[Address]*, India, as Party of the First Part and\_\_\_\_\_(hereinafter referred as "\_\_\_") and having office at *[Address]*, as Party of the Second Part and \_\_\_\_\_ (hereinafter referred as "\_\_\_") and having office at *[Address]*, as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Tirupati Smart City Corporation Limited has issued a Request for Proposal dated *[Date]* (RFP) from the Applicants interested in **REQUEST FOR PROPOSAL FOR “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati** for Authority:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

i. The purpose of this Agreement is to define the principles of collaboration among the Parties to: Submit a response jointly to Bid for the **REQUEST FOR PROPOSAL FOR “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati** as a Consortium.

- a. Sign Contract in case of award.
- b. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **Request for Proposal for “Engagement of Agency for Implementing social upgradation project in Tirupati” under Implementation of the Smart City Mission in Tirupati**.

ii. for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities

iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

iv. ----- (Name of Party) shall act as Lead Partner of the

Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- a. To ensure the technical, financial and administrative co-ordination of the work package
  - b. To lead the contract negotiations of the work package with the Authority.
  - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: \_\_\_\_\_ Party B: \_\_\_\_ Party C: \_\_\_\_\_

- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Andhra Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

### 13 Annexure 8 - Format for Power of Attorney to Authorize Signatory

#### POWER OF ATTORNEY

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]*

We, M/s.\_(name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms.\_ (Name and residential address) who is presently employed with us and holding the position of\_\_\_\_, as our Attorney to do in our name and our behalf all such acts, deeds or things necessary in incidental to submission of our Bid of the Project\_ (name of the Project), including signing and submission of the Bid and all other documents related to the bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other documents, participating in the meetings, responding to queries, submission of information / responses which the Tirupati Smart City Corporation Limited may require us to submit and the aforesaid Attorney is further authorized for making representations to the Tirupati Smart City Corporation Limited, Tirupati or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with Tirupati Smart City Corporation Limited and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under this RFP.

Signed by the within named.....  
(Insert the name of the executant company) through the hand of Mr. ....  
duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested

.....  
Signature of Executant  
(Name in Block Letters, designation and address of the Executant)

.....  
Signature and Stamp of Notary of the place of execution

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

**WITNESS**

Witness 1: ..... Witness 2: .....

Name ..... Name .....

Designation ..... Designation .....

**Notes:**

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal of the executant affixed in accordance with the required procedure Further, the person whose signatures are to be prescribed on the Power of Attorney shall be duly authorized by the executant(s) in the regard.*
- c. *The person authorized under this Power of Attorney, in the case of the bidding Company / Lead Member being a public company or a private company which is a subsidiary of a public company, in terms of the Companies Act 1956, with a paid up share capital of more than Rupees of Five Crores, should be the Managing Director / whole time director / manager appointed under section 269 of the Companies Act, 1956. In all cases the person authorized should be a director duly authorized by a board of resolution duly passed by the company.*
- d. *Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board Resolution / Power of Attorney, in favour of the person executing the power of Attorney for delegation of power hereunder on behalf of the executant(s).*
- e. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*



**14 Annexure 9 – Format for Power of Attorney for Lead bidder of Consortium**

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

Whereas \_\_\_\_\_ has invited RFP response for \_\_\_\_\_ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. \_\_\_\_, M/s. \_\_\_\_, M/s. \_\_ and M/s. \_\_\_\_\_ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s RFP response for the Project.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT**

We, M/s. \_\_\_\_\_ and M/s \_\_\_\_\_ and M/s \_\_\_\_\_ hereby designate M/s. \_\_\_\_ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name in Block Letter of Executant) *[Seal of Company]*

Witness 1

Witness 2

*Notes:*

*To be executed by all the members individually, in case of a Consortium.*

*The Mode of execution of the power of attorney should be in accordance with the*

*procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. All the terms used herein but not defined shall have the meaning ascribed to such terms under this RFP.*

Signed by the within named.....  
(Insert the name of the executant company) through the hand of Mr. ....  
duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested

.....  
Signature of Executant  
(Name in Block Letters, designation and address of the Executant)

.....  
Signature and Stamp of Notary of the place of execution

Common Seal of ..... has been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

**WITNESS**

Witness 1: .....      Witness 2: .....  
Name .....      Name .....  
Designation .....      Designation .....

**Notes:**

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal of the executant affixed in accordance with the required procedure Further, the person whose*

*signatures are to be prescribed on the Power of Attorney shall be duly authorized by the executant(s) in the regard.*

- c. The person authorized under this Power of Attorney, in the case of the bidding Company / Lead Member being a public company or a private company which is a subsidiary of a public company, in terms of the Companies Act 1956, with a paid up share capital of more than Rupees of Five Crores, should be the Managing Director / whole time director / manager appointed under section 269 of the Companies Act, 1956. In all cases the person authorized should be a director duly authorized by a board of resolution duly passed by the company.*
- d. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board Resolution / Power of Attorney, in favour of the person executing the power of Attorney for delegation of power hereunder on behalf of the executant(s).*
- e. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

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Dated: DD/MM/YYYY

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## **Volume 2: Scope of Work**

Following are the minimum requirements for this project operation and Maintenance. However Bidder to assess the preset situation of the city and plan accordingly to arrive at Bid Pricing.

PARTICULARS	No per Month
<b>Honorarium to Staff</b>	
Superintendent	1
Counselors	2
Social Workers	2
Part-time Doctor	1
Nurse	1
Clerk-cum-Accountant	1
Multi-Utility Vehicle Driver	1
Cook	1
Asst. Cook	1
Watch and Ward	3
<b>Total (A):</b>	
<b>Maintenance Expenditure:</b>	
Food & Nutrition	
Health Care & Hygiene	
Mats, Pillows, Bed sheets	
Clothing	
Recreation	
Contingency	
<b>Total (B):</b>	
<b>Vocational Training</b> (6 Batches in a year)	
<b>Total (C):</b>	
ESI & EPF of the Personnel deployed to be included	
GST shall be additional to the expenditure	

Service And Facilities To Be Arranged by of Implementing Agency:

Necessary area required for construction and implementation of the project for Implementing Agency's office and quarters for Implementing Agency's supervisors/workmen shall be arranged by the Implementing Agency. It is the responsibility of the Implementing Agency to establish the office and to provide necessary residential accommodation to his employees at his own cost. Power Supply for construction purpose shall be arranged by the Implementing Agency. Implementing Agency shall arrange distribution of power as required for works. The distribution shall be with proper protection with MCCB's/MCB's etc. as per Indian standards. Implementing Agency has to make his own arrangement for water for activities and maintenance of work area or providing water to the employees and their residential quarters. All the other required activities like but not limited to shall be arranged by the Implementing Agency:

- a) Accommodations for Rehabilitation
- b) Multi Utility Vehicle
- c) Furniture & Fixtures, including Dining, Recreations and other area requirements
- d) Locker Facility
- e) Television & A/V Equipment
- f) Drinking R/O System
- g) Any other required facility



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**Volume 3: Conditions of Contract and Contract  
Forms**

## 1.0 General Conditions of Contract

### A. General

<b>1. Definitions</b>	<p>1.1 Boldface type is used to identify defined terms.</p> <p>(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>(b) The Activity Schedule is a schedule of the activities comprising the Supplying, Erection, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) The Adjudicator is the person appointed jointly by the Employer and the Implementing Agency to resolve disputes in the first instance, as provided for in GCC 23.</p> <p>(d) GoI means Government of India</p> <p>(e) Activity schedule means the <b>Detailed Project Plan</b> covering break-up of each phase into the key activities, along with the start and end dates forming part of the Bid.</p> <p>(f) Compensation Events are those defined in GCC Clause 42 hereunder.</p> <p>(g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.</p> <p>(h) The Contract is the Contract between the Employer and the Implementing Agency to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.</p> <p>(i) The Implementing Agency is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(j) The Implementing Agency's Bid is the completed bidding document submitted by the Implementing Agency to the Employer.</p> <p>(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p>
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	<p>(l) Days are calendar days; months are calendar months.</p> <p>(m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Implementing Agency.</p> <p>(o) The Defects Liability Period is the period <b>named in the PCC</b> pursuant to Sub-Clause 34.1 and calculated from the Completion Date.</p> <p>(p) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(q) The Employer is the party who employs the Implementing Agency to carry out the Works, <b>as specified in the PCC</b>.</p> <p>(r) Equipment is the Implementing Agency's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The Intended Completion Date is the date on which it is intended that the Implementing Agency shall complete the Works. The Intended Completion Date is <b>specified in the PCC</b>. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) Materials are all supplies, including consumables, used by the Implementing Agency for incorporation in the Works.</p> <p>(w) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(x) The Project Manager is the person <b>named in the PCC</b> (or any other competent person appointed by the</p>
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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 <b>defined as such in the PCC.</b></p> <p>(aa) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(bb) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(cc) The Start Date is <b>given in the PCC.</b> It is the latest date when the Implementing Agency shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(dd) A 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, <b>as defined in the PCC.</b></p>
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<p><b>2. Interpretation</b></p>	<p>If the context so requires it, singular means plural and vice versa</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 <b>specified in the PCC</b>, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>23 <b>Entire Agreement:</b> The Contract constitutes the entire agreement between Authority and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>24 <b>Amendment:</b> No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>25 <b>Severability :</b> If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p> <p>26 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Implementing Agency's Bid,</li> <li>(d) Particular Conditions of Contract,</li> <li>(e) General Conditions of Contract, including Appendix,</li> <li>(f) Specifications,</li> <li>(g) Drawings,</li> <li>(h) Activity schedule,</li> <li>(i) Any other document <b>listed in the PCC</b> as forming part of the Contract.</li> </ul>
<p><b>3. Language and Law</b></p>	<p>3.1 The language of the Contract and the law governing the Contract are <b>stated in the PCC</b></p>
<p><b>4. Project Manager's Decisions</b></p>	<p>4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Implementing Agency in the role representing the Employer.</p>

<b>5. Delegation</b>	5.1 Otherwise <b>specified in the PCC</b> , the Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Implementing Agency, and may revoke any delegation after notifying the Implementing Agency.
<b>6. Communications</b>	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.
<b>7. Subcontracting</b>	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.
<b>8. Other Implementing Agency</b>	8.1 The Implementing Agency shall cooperate and share the Site with other Implementing Agency, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Implementing Agency, as <b>referred to in the PCC</b> . The Implementing Agency shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Implementing Agency, and shall notify the Implementing Agency of any such modification.
<b>9. Personnel and Equipment</b>	<p>9.1 The Implementing Agency shall employ the key personnel and use the equipment identified (if applicable) in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Implementing Agency to remove a person who is a member of the Implementing Agency's staff or work force, stating the reasons, the Implementing Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>9.3 If the Employer, Project Manager or Implementing Agency determines, that any employee of the Implementing Agency be determined to have engaged in or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p>
<b>10. Employer's and Implementing Agency's Risks</b>	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Implementing Agency carries the risks which this Contract states are Implementing Agency's risks.
<b>11. Employer's Risks</b>	(a) Deleted
<b>12. Implementing Agency's Risks</b>	12.1 During the Operation & Maintenance Period, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works) which are not Employer's risks are Implementing Agency's risks.
<b>13. Insurance</b>	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 Project, in the amounts and deductibles



	<p>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 Equipment (if any);</p> <p>(b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(c) 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 insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Data</b>	14.1 The Implementing Agency shall be deemed to have examined any Site Data referred to in the PCC, supplemented by any information available to the Implementing Agency.
<b>15. Implementing Agency to Construct the Works</b>	15.1 The Implementing Agency shall construct and install the Works in accordance with the Specifications.
<b>16. The Works to Be Completed by the Intended Completion Date</b>	16.1 The Implementing Agency may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Implementing Agency, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
<b>17. Approval by the Project Manager</b>	<p>17.1 The Implementing Agency shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Implementing Agency shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Implementing Agency's responsibility for design of the Temporary Works.</p> <p>17.4 The Implementing Agency shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Implementing Agency for the execution of the temporary or permanent Works, are subject to</p>

	prior approval by the Project Manager before this use.
<b>18. Safety</b>	18.1 The Implementing Agency shall be responsible for the safety of all activities.
<b>19. Discoveries</b>	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.
<b>20. Possession of the Site</b>	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.
<b>21. Access to the Site</b>	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.
<b>22. Instructions, Inspections and Audits</b>	<p>221 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>222 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>223 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> <p>224 As per PCC.</p>

<p><b>23. Appointment of the Adjudicator</b></p>	<p>23.1 The Adjudicator shall be appointed jointly by the Employer and the Implementing Agency, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, if the Adjudicator not appointed, the same may be appointed by the Employer within 14 days of receipt of such request from the Implementing Agency .</p> <p>23.2 Should the Adjudicator resign or die, or should the Employer and the Implementing Agency agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Implementing Agency, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.</p>
<p><b>24. Settlement of Disputes</b></p>	<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 GCC 24.2 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>
<p><b>25. Corrupt and Fraudulent Practices</b></p>	<p>25.1 The Employer requires compliance with Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption</p> <p>25.2 The Employer requires the Implementing Agency to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

**B. Time Control**

<p><b>26. Program</b></p>	<p>26.1 Within the time <b>stated in the PCC</b>, after the date of the Letter of Acceptance, the Implementing Agency shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Implementing Agency shall submit to the Project Manager for approval an updated Program at intervals no longer than the period <b>stated in the PCC</b>. If the Implementing Agency does not submit an updated Program within this period, the Project Manager may withhold the amount <b>stated in the PCC</b> from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Implementing Agency shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>26.4 The Project Manager's approval of the Program shall not alter the Implementing Agency's obligations. The Implementing Agency may revise the Program and submit it to the Project Manager again at any time. A revised Program may show the effect of Variations and Compensation Events.</p>
<p><b>27. Extension of the Intended Completion Date</b></p>	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Implementing Agency taking steps to accelerate the remaining work, which would cause the Implementing Agency to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Implementing Agency asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Implementing Agency has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p> <p>27.3 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, authority shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by</p>

	<p>amendment.</p> <p>27.4 Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.</p>
<b>28. Acceleration</b>	28.1 When the Employer wants the Implementing Agency to finish before the Intended Completion Date. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Implementing Agency.
<b>29. Delays Ordered by the Project Manager</b>	29.1 The Project Manager may instruct the Implementing Agency to delay the start or progress of any activity within the Works.
<b>30. Management Meetings</b>	<p>30.1 Either the Project Manager or the Implementing Agency may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
<b>31. Early Warning</b>	<p>31.1 The Implementing Agency shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase and/or decrease in the Contract Price, or delay the execution of the Works. The Project Manager may require the Implementing Agency to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Implementing Agency as soon as reasonably possible.</p> <p>31.2 The Implementing Agency shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>

### C. Quality Control

<b>32. Identifying Defects</b>	32.1 Deleted
<b>33. Tests</b>	33.1 Deleted
<b>34. Correction of Defects</b>	34.1 Deleted
<b>35. Uncorrected Defects</b>	35.1 Deleted

### D. Cost Control

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

<p><b>38. Variations</b></p>	<p>38.1 All Variations shall be included in updated Programs and Activity Schedules produced by the Implementing Agency.</p> <p>38.2 The Implementing Agency shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Implementing Agency's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Implementing Agency's costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Implementing Agency shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
<p><b>39. Cash Flow Forecasts</b></p>	<p>39.1 When the Program and activity schedule is updated, the Implementing Agency shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>
<p><b>40. Payment Certificates</b></p>	<p>40.1 The Implementing Agency shall submit to the Project Manager payment 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 payment 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>

<p><b>41. Payments</b></p>	<p>411 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.</p> <p>412 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>413 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>414 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>415 The certified payments shall be made as specified in the PCC.</p>
<p><b>42. Compensation Events</b></p>	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.</li> <li>(b) The Employer modifies the Schedule of Other Implementing Agency's in a way that affects the work of the Implementing Agency under the Contract.</li> <li>(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.</li> <li>(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.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(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.</li> <li>(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.</li> <li>(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</li> </ul>



	<p>extra cost to the Implementing Agency.</p> <p>(i) The advance payment is delayed, if any.</p> <p>(j) The effects on the Implementing Agency of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p>
	<p>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 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>424 The Implementing Agency shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Implementing Agency's not having given early warning or not having cooperated with the Project Manager.</p>
<b>43. Tax</b>	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Implementing Agency, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44 and GCC Clause 69.</p>
<b>44. Currencies</b>	<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>
<b>45. Price Adjustment</b>	<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> $P_c = A_c + B_c I_{mc}/I_{oc}$ <p>where:  P<sub>c</sub> is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."</p>

	<p>Ac and Bc 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 opening for inputs payable; both in the specific currency “c.”</p> <p>45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
<b>46. Retention</b>	<p>46.1 The Employer shall retain from each payment due to the Implementing Agency the proportion 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 has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Implementing Agency before the end of this period have been corrected. The Implementing Agency may substitute retention money with an “on demand” Bank guarantee.</p>
<b>47. Liquidated Damages</b>	<p>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 &amp; 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 authority.</p>
<b>48. Bonus</b>	48.1 Deleted

<p><b>49. Advance Payment</b></p>	<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 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>The contractors for works exceeding Rs.1.00 Crore of estimated cost are permitted to avail the facility of mobilization advance not exceeding 10% of the value of the contract (5% for labour mobilization and 5% for machinery and equipment) in installments against an unconditional and irrevocable bank guarantee in terms of G.O Ms. No. 94 dt.1.7.2003 and G.O. Ms. No.50 I&amp;CAD dt.2.3.2009.</p>
	<p>49.2</p> <p>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>
<p><b>50. Securities</b></p>	<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 GCC 100.4 and 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 the completion of Project.</p>
<p><b>51. Dayworks</b></p>	<p>51.1 If applicable, the Dayworks rates in the Implementing Agency's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>51.2 All work to be paid for as Dayworks shall be recorded by the Implementing Agency on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>51.3 The Implementing Agency shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>

<b>52. Cost of Repairs</b>	52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Implementing Agency at the Implementing Agency's cost if the loss or damage arises from the Implementing Agency's acts or omissions.
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**E. Finishing the Contract**

<b>53. Completion</b>	53.1 The Implementing Agency shall request the Project Manager to issue a Certificate of Completion of the Works including all other associated works, proceeding further for Operation & Maintenance; the Project Manager shall do so upon deciding that the whole of the Works is completed.
<b>54. Taking Over</b>	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
<b>55. Final Account</b>	55.1 The Implementing Agency shall supply the Project Manager with a detailed account of the total amount that the Implementing Agency considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Implementing Agency within 56 days of receiving the Implementing Agency's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Implementing Agency and issue a payment certificate.
<b>56. Operating and Maintenance Manuals</b>	561 Deleted 562 Deleted
<b>57. Termination</b>	57.1 The Employer or the Implementing Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.  57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:  (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.

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.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

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.

57.6 Termination for Default

- (a) Authority, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by authority.
  - If the Supplier fails to perform any other obligation under the Contract.

	<p>(b) In the event authority terminates the Contract in whole or in part, authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to authority for any additional costs for such similar Goods or Related Services.</p> <p>(c) If the Supplier, in the judgment of authority has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.</p> <p>57.7 Termination for Insolvency</p> <p>Authority may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Authority.</p> <p>57.8 Termination for Convenience</p> <p>Authority, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination be for Authority's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>
<p><b>58. Payment upon Termination</b></p>	<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>

<b>59. Property</b>	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.
<b>60. Release from Performance</b>	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.
<b>61. Suspension of Bank Loan or Credit</b>	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: (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.
<b>62. Force Majeure</b>	(a) The Implementing Agency 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 Implementing Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Implementing Agency. Such events may include, but not be limited to, acts of the Authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. (c) If a Force Majeure situation arises, the Implementing Agency shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Implementing Agency 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. (d) As per PCC.
<b>63. Governing Law and jurisdiction</b>	(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

<p><b>64. Possession of Goods</b></p>	<p>(a) Goods have to be delivered to the site only after prior the approval form the Engineer-In-Charge.</p> <p>(b) Such Goods once delivered to Site will not be allowed to taken back except the construction equipments and the construction equipments should be permitted after the successful completion of the Project and as well as the Operation and Maintenance period.</p> <p>(c) In pursuant to GCC 64.B, Goods will be allowed to taken back only after the written permission from the Engineer-In-Charge.</p>
<p><b>65. Warranty</b></p>	<p>(a) The Implementing Agency warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>(b) The Implementing Agency further warrants that the Goods shall be free from defects arising from any act or omission of the Implementing Agency or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>(c) Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC</p> <p>(d) The Authority shall give notice to the Implementing Agency stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Authority shall afford all reasonable opportunity for the Implementing Agency to inspect such defects.</p> <p>(e) Upon receipt of such notice, the Implementing Agency shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Authority.</p> <p>(f) If having been notified, the Implementing Agency fails to remedy the defect within the period specified in the PCC, the Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Implementing Agency's risk and expense and without prejudice to any other rights which the Authority may have against the Implementing Agency under the Contract.</p>



**66. Exit Management Plan**

An Exit Management plan shall be furnished by IMPLEMENTING AGENCY in writing to the Client within 90

days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring.

(i) A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

(ii) Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.

(iii) Exit Management plan in case of normal termination of Contract Period.

(iv) Exit Management plan in case of any eventuality due to which Project is terminated before the Contract period.

(v) Exit Management plan in case of termination of IMPLEMENTING AGENCY.

**A. Under Contract Completion**

Exit Management plan shall adhere to the following:

(i) Three (3) months of the support to Replacement Service Provider post termination of the Contract.

(ii) Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes / Quality manuals, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Client.

(iii) The IMPLEMENTING AGENCY shall be responsible for transferring all the knowledge regarding the Systems, technically and operationally to enable the new agency / Client to carry out the requisite functions.

(iv) All latest operations & technical manuals, configuration files, software, licenses, quality manuals, warranties, guarantee, as-built drawings etc. shall be handed over to Client at least 3 months before contract completion.

(v) Client shall release the performance security to the IMPLEMENTING AGENCY only after satisfactory Exit Management is achieved as part of the project and IMPLEMENTING AGENCY is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.

(vi) Certificate of Acceptance from authorized representative of Replacement Service Provider issued to IMPLEMENTING AGENCY on successful completion of handover and knowledge transfer.

In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and Client shall comply with the Exit Management Plan.

During the exit management period, IMPLEMENTING AGENCY shall use its best efforts to deliver the services.

**B. Under Termination**

<b>A. Other Terms and conditions of the contract.</b>	
<b>67. Scope of Supply</b>	<p>1) The Goods and Related Services to be supplied shall be as per Schedule of Supply mentioned in the bid document.</p> <p>2) Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p>
<b>68. Delivery</b>	The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion at Tirupati.
<b>69. Supplier's Responsibility</b>	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Delivery and Completion Schedule.
<b>70. Notices</b>	All notices or other communications to be given or made under this agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5:30 (Five Thirty) P.M. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice of communication. It is hereby agreed and acknowledged that any party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such changes shall be effective when all the parties have notice of it.
<b>71. Information provided by the Authority</b>	All drawings, Data and documentation that are given to the Implementing Agency by the Authority for the execution of the order are the property of the Authority and shall be returned when demanded. Except for the purpose of executing the order of the Authority, Implementing Agency shall ensure that the above documents are not used for any other purpose. The Implementing Agency shall further ensure that the information given by the Authority is not disclosed to any person, firm, body, corporate and / or authority and every effort shall be made to keep the above information confidential. All such information shall remain the absolute property of the Authority.
<b>72. Implementing Agency's Responsibilities</b>	The Implementing Agency shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule.

The Implementing Agency shall be responsible for the adequacy, stability and safety of all services being provided.

The Implementing Agency shall comply with all applicable safety regulations and take care for the safety of all persons entitled to be on as the operation and maintenance.

The Implementing Agency shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Authority shall be entitled to audit any aspect of the system.

The Implementing Agency shall be deemed to:

- a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters.

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Implementing Agency's obligations under the Contract and all things necessary for the proper discharge of the contract agreement.

The Implementing Agency shall be wholly and solely responsible for full compliance with the provisions under all labour laws **(whichever Applicable)** and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.

The Implementing Agency shall assume liability and shall indemnify the Authority from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract.

In general, in respect of all labour directly or indirectly employed in the Work for the performance of Implementing Agency's part of the Contract, the Implementing Agency shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the

	<p>workers.</p> <p>The Implementing Agency shall not employ any children/ child labour below the age of 18 years.</p> <p>The Implementing Agency shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds such as Employee Provident fund (EPF), Employee State Insurance Scheme (ESI) benefits, old age pension and/or any other benefits/compensation legally payable in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Implementing Agency and produced for scrutiny by the concerned authorities and the Authority</p>
<p><b>73. Taxes and Duties</b></p>	<p>a) For goods manufactured outside the Authority's Country, the Implementing Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Authority's Country.</p> <p>b) For goods Manufactured within the Authority's Country, the Implementing Agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Authority.</p> <p>c) If any tax exemptions, reductions, allowances or privileges may be available to the Implementing Agency in the Authority's Country, the Authority shall use its best efforts to enable the Implementing Agency to benefit from any such tax savings to the maximum allowable extent.</p>
<p><b>74. Copyright</b></p>	<p>The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Delivery and Completion Schedule.</p> <p>The copyright in all drawings, documents, and other materials containing data and information furnished to the Authority by the Implementing Agency herein shall remain vested in the Implementing Agency, or, if they are furnished to the Authority directly or through the Implementing Agency by any third party, including Implementing Agencies of materials, the copyright in such materials shall remain vested in such third party</p>
<p><b>75. Confidential Information</b></p>	<p>The Authority and the Implementing Agency shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents,</p>

	<p>data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Implementing Agency may furnish to its Subcontractor such documents, data, and other information it receives from the Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Implementing Agency shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Implementing Agency under GCC Clause 71.</p> <p>The Authority shall not use such documents, data, and other information received from the Implementing Agency for any purposes unrelated to the contract. Similarly, the Implementing Agency shall not use such documents, data, and other information received from the Authority for any purpose other than the performance of the Contract.</p> <p>The obligation of a party under GCC Sub-Clauses 71 (a) and 71 (b) above, however, shall not apply to information that:</p> <ol style="list-style-type: none"> <li>a. now or hereafter enters the public domain through no fault of that party;</li> <li>b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>c. Otherwise, lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> <li>d. The above provisions of GCC Clause 71 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</li> <li>e. The provisions of GCC Clause 71 shall survive completion or termination, for whatever reason, of the Contract</li> </ol>
<p><b>76. Specifications and Standards</b></p>	<p>Technical Specifications and Drawings</p> <ol style="list-style-type: none"> <li>a. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate</li> <li>b. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the</li> </ol>

	<p>edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Authority and shall be treated in accordance with GCC Clause 11.1.32</p>
<p><b>77. Packing and Documents</b></p>	<p>a) The Implementing Agency shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, and in any other instructions ordered by the Authority</p>
<p><b>78. Transportation and Incidental Services</b></p>	<p>The Implementing Agency responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p>Transportation of the goods shall be in accordance with the Schedule of Supply.</p> <p>The Implementing Agency may be required to provide any or all of the following services, including additional services:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Implementing Agency of any warranty obligations under this Contract; and</li> <li>e. training of the Authority's personnel, at the Implementing Agency's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. Prices charged by the Implementing Agency for incidental</li> </ol>

	<p>services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Implementing Agency for similar services</p>
<p><b>79. Patent Indemnity</b></p>	<p>The Implementing Agency shall, subject to the Authority's compliance with GCC Sub-Clause 75, indemnify and hold harmless the Authority and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Authority may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>a. the installation of the Goods by the Implementing Agency or the use of the Goods in the country where the Site is located; and</li> <li>b. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Implementing Agency, pursuant to the contract.</li> </ul> <p>If any proceedings are brought or any claim is made against the Authority arising out of the matters referred to in GCC Sub-Clause 75, the Authority shall promptly give the Implementing Agency a notice thereof and the Implementing Agency may at its own expense and in the Authority's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.</p> <p>If the Implementing Agency fails to notify the Authority within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Authority shall be free to conduct the same on its own behalf.</p> <p>The Authority shall, at the Implementing Agency's request, afford all available assistance to the Implementing Agency in conducting such proceedings or claim, and shall be reimbursed</p>

	<p>by the Implementing Agency for all reasonable expenses incurred in so doing.</p> <p>The Authority shall indemnify and hold harmless the Implementing Agency and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Implementing Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Authority.</p>
<p><b>80. Limitation of Liability</b></p>	<p>Except in cases of criminal / gross negligence or willful misconduct:</p> <p>a. the Implementing Agency shall not be liable to the Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Agency to pay liquidated damages to the Authority and</p> <p>b. the aggregate liability of the Implementing Agency to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Implementing Agency to indemnify the Authority with respect to patent infringement</p>
<p><b>81. Change in Laws and Regulations</b></p>	<p>Unless otherwise specified in the Contract, if after the bid submission date, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Implementing Agency has thereby been affected in the performance of any of its obligations under the contract.</p>



	<p>Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC's Contract Price Clause.</p>
<p><b>82. Change order and Contract Amendments</b></p>	<p>The Authority may at any time order the Implementing Agency through notice, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Authority;</li> <li>b. the method of shipment or packing;</li> <li>c. the place of delivery; and</li> <li>d. the Related Services to be provided by the Implementing Agency.</li> </ul> <p>If any such change causes an increase or decrease in the cost of, or the time required for, the Implementing Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Implementing Agency for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Implementing Agency's receipt of the Authority's change order.</p> <p>Prices to be charged by the Implementing Agency for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Implementing Agency for similar services.</p> <p>Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p><b>83. Assignment</b></p>	<p>Neither the Authority nor the Implementing Agency shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
<p><b>84. Export Restriction</b></p>	<p>Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Authority, to the country of the Authority, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those</p>

	<p>products/goods, systems or services, and which substantially impede the Implementing Agency from meeting its obligations under the Contract, shall release the Implementing Agency from the obligation to provide deliveries or services, always provided, however, that the Implementing Agency can demonstrate to the satisfaction of the Authority and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Authority's convenience pursuant to Termination Clause.</p>
<b>85. Time is of the Essence</b>	<p>Time shall be of the essence in respect of any date or period specified in this contract or any notice, demand or other communication served under or pursuant to any provision of this contract and in particular in respect of the completion of the activities by implementing agency by the specified completion date.</p>
<b>86. Ownership and Retention of Documents</b>	<p>The authority shall own the documents, prepared by implementing agency arising out of or in connection with the contract.</p> <p>Forthwith upon expiry or earlier termination of this contract and at any other time on demand by the client, Implementing Agency shall deliver to the authority all documents provided by or organizing from the authority and all documents produced by or for implementing agency in the course of performing the services, unless otherwise directed in writing by the authority at no additional cost. Implementing Agency shall not, without the prior written consent of the client store, copy distribute or retain any such documents.</p>
<b>87. Records of Contract Document</b>	<p>Implementing Agency shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract Documents and any other documentation for them to fulfil their duties of the contract.</p> <p>Implementing Agency shall keep on the site at least three copies of each and every specification and contract document. In excess of their own requirement and those copies shall be available at all times for use by the authority and by any other person authorized by the authority.</p>
<b>88. Security and Safety</b>	<p>Implementing Agency shall comply with the directions issued from time to time by the authority and the standards related to</p>

	<p>the security and safety, in so far as it applies to the provision of the services.</p> <p>Implementing Agency shall upon reasonable request by the authority or its nominee(s) participate in regular meetings when safety and matters are reviewed.</p>
<p><b>89. Addition / Alteration / Modifications</b></p>	<p>The Authority reserves the right to make additions/alterations/modifications to the quantity of items in the contract. The Implementing Agency shall supply such quantities also at the same rate as originally agreed to + 20% of the quantity ordered and incorporated in the contract. The variation shall, however, be limited Waiver.</p> <p>Any waiver by the authority of any breach of the conditions of the Contract shall not constitute any right for subsequent waiver of any other terms and conditions.</p>
<p><b>90. Rating &amp; Name Plate</b></p>	<p>Equipment should be provided with name plate giving full details of manufacture, capacity and other details as specified in the relevant IS or other specification stipulated. The purchase order No and date and year of Supply and the words "(TSCCL)" must be etched on the name plate.</p> <p>RATING PLATE: Each main and auxiliary item of plant shall have permanently attached to it a rating plate in a conspicuous position. This shall be of a non-corrodible material preferably chromium plated steel to stand the prevalent atmospheric conditions as indicated. The inscription shall be engraved in black on the plate. The size of the rating plate shall depend Upon space availability and inscriptions shall be approved by the client. The plates shall be reasonably sized for clarity and clear inscription. The plates shall be attached to the body of the equipment by screws.</p> <p>NAME PLATE: Each item of plant shall be provided with a name plate or label designating the service of the particular equipment. The shape and size of the plate and inscriptions shall be approved by the client. Such name plates shall be of non-corrodible material preferably chromium plated steel having engraved black lettering or otherwise as specified. In case of indoor equipment, the plate shall be of transparent plastic material with black lettering engraved on the back. The name plates shall be screwed to the body of the equipment.</p>

<b>91. Interchange ability</b>	All similar materials and removable parts of similar equipment shall be interchangeable with each other. A specific confirmation of this should be furnished along with the invoices for the Supplies
<b>92. Material and Workmanship</b>	Implementing Agency shall fully warrant that the stores, equipment and component Supplied shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).
<b>93. Spare Parts, Oil and Lubricants</b>	Wherever applicable, the Implementing Agency shall furnish to the Authority, item-wise price list of spares required for regular operation and maintenance of the ordered equipment. The Implementing Agency shall also furnish necessary instructions and drawings to identify the spare part numbers and their location as well as an interchange ability chart
<b>94. Implementing Agency's Liability</b>	Implementing Agency accepts full responsibility and indemnifies the Authority and shall hold the Authority harmless from all acts of omission and commission on the part of the Implementing Agency, his agents, his subcontractors and employees in execution of the contract. The Implementing Agency also agrees to defend and undertakes to indemnify the Authority and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the contract. The Implementing Agency's liability and indemnity under the Contract shall be limited to execution and maintenance of the Project except in case of Force Majeure
<b>95. Access to Implementing Agency's Premises</b>	The Authority and /or its authorized representative shall be provided Access to Implementing Agency's and / or his sub-contractor's premises, at any time during the pendency of the contract, for expediting the Supplies, inspection, checking etc.
<b>96. Packing and Marking</b>	Deleted
<b>97. Storage of Mechanical and Electrical Equipments at Site</b>	Deleted
<b>98. Progress Reports and Photographs</b>	During various stages of the manufacture in the pursuance of the contract, the contractor shall at his own cost submit progress

<p><b>/ Videos</b></p>	<p>reports as may be reasonably required by the Client with such materials, such as charts, networks, photographs/Videos, test certificates etc., Such progress reports, shall be in the form and size as per industry standards and shall be submitted at least in four copies. During coordination meetings or review meetings, presentation shall be made by power point presentation with photographs for important mile stones.</p> <p><b>Progress Reports:</b></p> <p>Daily/weekly and Monthly progress reports shall be prepared by the Contractor and submitted to the client in three copies. The first report shall cover the period Up to the end of the first calendar month following the Commencement Date.</p> <p>Reporting shall continue until the Contractor has completed all work, which is shown to be satisfactory outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:</p> <ul style="list-style-type: none"> <li>a) Charts and detailed descriptions of progress, including each stage of surveys, Investigation, design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, commissioning and trial operation;</li> <li>b) Digital photographs/videos showing the status of progress on the Site;</li> <li>c) For the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: Commencement of manufacture, Contractor's inspections, tests, and Dispatch and arrival at the Site;</li> <li>d) The details of Contractor's Personnel and Equipment;</li> <li>e) Copies of quality assurance documents, test results and certificates of Material;</li> <li>f) List of Variations, notices given</li> <li>g) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</li> <li>h) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to minimize or overcome delays.</li> </ul>
<p><b>99. Documentati on</b></p>	<p>The contractor's store keeping function will include maintaining various records. These records shall include but not limited to Supplier-wise record of equipment/material received, stored and issued for erection as well as stock position.</p>

	Record of inspection and repairs carried out, protective measures and lubrication equipment in storage as well as erected until the same is taken over by the owner.
<b>100. Dispatch of Materials</b>	Deleted
<b>101. Demurrage / Wharf age</b>	Deleted

**102. Conditions:**

**Prices:**

- i. Price(s) shall be firm and not subject to escalation on any account, till the contract is executed in full and its subsequent amendments accepted by the Implementing Agency even though the completion/execution of order may take longer time than delivery period incorporated and accepted in contract.
- ii. The bidder shall quote their prices for O&M portion separately as per schedule of prices indicated in the schedules.
- iii. The prices quoted shall be lump sum and on for Destination basis inclusive of all taxes and duties. All applicable taxes/duties/levies such as GST, Excise duty, Works Contract Tax, Octroi, Cess, Entry Tax etc., and any other taxes and duties that are applicable for such contracts in the State of Andhra Pradesh as on the date of Opening of bid shall be considered.

**Taxes, Levies and Duties:**

GST, Excise Duty and other payable shall be shown separately in the invoice.

**Variations in Statutory Levies:**

All Taxes and Duties paid by the bidder shall be reimbursed as per the prevailing taxation laws. In cases where delivery schedule is not adhered to by the Implementing Agency and there is upward variation/revision after the agreed delivery date, the bidder/Implementing Agency shall bear the impact of such increased levies and if there is downward variation/revision, the Authority shall be given advantage to that extent.

All royalties for patent or charges for the use or infringement thereof that may be involved in the construction or use of any equipment shall be included in the bid price. The bidder /Implementing Agency shall protect the Authority against any and all claims arising on account of the use thereof. The Authority agrees to furnish the Implementing Agency any appropriate information or assistance.

Timely Completion:

The projects are proposed by (TSCCL) under smart City Development are time bound. and thus, the completion period is essence of the contract and the successful bidder shall take all necessary measures to execute the project in the least possible period preferably before scheduled completion period.

QUALIFICATION OF IMPLEMENTING AGENCY'S PERSONNEL:

1. The Implementing Agency's personnel will be adequately qualified, trained and experienced so as to carry out the duties most efficiently and effectively as expected of them. The Implementing Agency's personnel shall have adequate experience of working on similar type of the equipment and similar job.
2. Not with standing above if any of the personnel is not found to be performing his services in a manner as expected of him, under the contract, the Implementing Agency on advice, shall replace such person(s) at his cost with those acceptable, by mutual agreement.

MANPOWER REPORT:

The Implementing Agency shall furnish, on the first day of every month, manpower report of the previous month detailing the number of persons scheduled to have been deployed and actually deployed for timely and successful commissioning of the equipment.

CLEANLINESS:

The offices and the residential areas of the Implementing Agency's employees within the premises of the client or those allotted by the client, shall be kept neat and clean to the entire satisfaction of the client.

FIELD OFFICE RECORD:

The Implementing Agency shall maintain at his office, Up-to-date copies of all drawings, specifications and other contract documents and any other Supplementary data, complete with all the latest revisions thereto.

EPF & INSURANCE:

The Implementing Agency shall also indemnify the Authority against all liabilities arising out of any accidents, loss and/ or any other reasons. The personal insurance for the Implementing Agency's personnel deputed to site shall also be arranged by the Implementing Agency at his cost.

I. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

This insurance shall protect the Implementing Agency against all claims arising

from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Implementing Agency, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where the Implementing Agency, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above are only illustrative lists of insurance covers normally required and it will be the responsibility of the Implementing Agency to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the Contract.

**Service And Facilities To Be Arranged by of Implementing Agency:**

Necessary area required for construction and implementation of the project for Implementing Agency's office and quarters for Implementing Agency's supervisors/workmen shall be arranged by the Implementing Agency. It is the responsibility of the Implementing Agency to establish the office and to provide necessary residential accommodation to his employees at his own cost. Power Supply for construction purpose shall be arranged by the Implementing Agency. Implementing Agency shall arrange distribution of power as required for works. The distribution shall be with proper protection with MCCB's/MCB's etc. as per Indian standards. Implementing Agency has to make his own arrangement for water for activities and maintenance of work area or providing water to the employees and their residential quarters. All the other required activities like but not limited to shall be arranged by the Implementing Agency:

- a) Accommodations for Rehabilitation
- b) Multi Utility Vehicle
- c) Furniture & Fixtures, including Dining, Recreations and other area requirements
- d) Locker Facility
- e) Television & A/V Equipment
- f) Drinking R/O System
- g) Any other required facility

**WORKING HOURS:**

The works can be allowed to be carried out during night, Sundays or authorized holidays keeping in view;

1. The provisions of labour laws are adhered to,
2. Adequate lighting, Supervision and safety measures are established,
3. Authority's approves the program given by the Implementing Agency and agree for working during Sundays or authorized holidays.



**REGULATIONS OF LOCAL AUTHORITIES:**

The Implementing Agency shall, throughout the continuance of the contract and in respect of all matters arising in the performance thereof obtain consents, way leaves, approvals and permissions required in connection with the regulations and by-laws of the local or other authority which shall be applicable to the works.

All work shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modifications thereof, and any local regulation and laws, wherever applicable, unless otherwise agreed to in writing by the Engineer.

All works shall be carried out by and under the supervision of qualified personnel having required skills and certifications. The necessary approvals for installation and operating the equipment such as CEIG approval, etc. shall be obtained by the Implementing Agency. The Authority shall provide necessary assistance in furnishing the required details.

**100.10.24. LIABILITY FOR ACCIDENTS AND DAMAGE:**

The bidder shall be responsible for all loss, damage or depreciation to the plant until the plant is taken over or extended period as agreed. The bidder shall, during the progress of the work, properly cover up and protect the plant from injury by exposure to the weather, and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same or be deemed to be taken over, may arise or be occasioned by the acts or omissions of the bidder or his workmen or sub-bidder, and all losses and damages arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the bidder to the reasonable satisfaction of the Authority.

Until the plant shall be or be deemed to be taken over as aforesaid the bidder shall also be liable for and shall be deemed to have indemnified the Authority in respect of all damage or injury to any person or property of the Authority or of other occasioned by the negligence of the bidder or his workmen or sub-bidders or by defective design, work or material, but not otherwise provided that the bidder shall not be liable under the contracts for any loss of profit or loss of contracts or any claims made against the Authority not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Authority or of others, or (save as to damage by fire, acts of God or any event of force majeure as hereinafter provided) due to circumstances over which the bidder has no

control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The bidders shall be deemed to have indemnified and saved harmless the Authority against mal actions, suits, claims, costs or expenses arising, in connection with injuries suffered prior to the date when the plant shall have been taken over and during maintenance period by persons employed by the bidder or his sub-bidders on the works whether under the General law or under the Workmen's Compensation Act, 1923, or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and to have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which results in the death of any of the workmen employed by the bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder shall within 24 hours of the happening of such accident, intimate in writing to the (Engineer-in-Charge), the fact of such accident. The bidder shall indemnify (authority) against all loss or damage sustained by the Authority resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the Authority as a consequence of its failure to give notice under the Workmen Compensation Act or otherwise, to conform to the provision of the said Act in regard to such accident.

In the event of any claim made, or action brought against the Authority involving the bidder and arising out of the matter referred to and in respect of which bidder is liable under this clause, the bidder shall immediately notify, and he shall, with the assistance, if he so required, of the Authority, but at the sole expense of the bidder conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case the Authority shall, at the expense of the bidder, afford all available assistance for any such purpose.

In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VIII of 1923, weather by the bidder or by the (AUTHORITY) as principal, it shall be lawful for (AUTHORITY) to retain out of moneys due and payable to the bidder such sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability.

**FENCING AND LIGHTING:**

Except as herein after provided the bidder shall, unless otherwise specified, be responsible for the proper fencing, guarding, lighting, and watching of all works comprised in the contract and for the proper provision of temporary roadway,

footways, guards, and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public. Fencing & lighting provided in and around control rooms.

**MATERIALS BROUGHT ON TO THE SITE:**

All materials, and equipment brought to and delivered Upon the site for the purpose of the work shall, from the time of their being so brought, vest and be the property of the Authority but may be used for the purpose of the work but for that purpose only and shall not on any account be removed or taken away by the bidder or any other person without the express permission in writing of the Engineer but the bidder shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage there to unless resulting from causes beyond the bidder's control not being causes insurance against destruction or damage.

**BIDDER REPRESENTATIVE AND WORKMEN:**

Complete Erection, Testing and Commissioning is included in scope of works. The bidder shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Authority by the bidder, to supervise the erection of the plant and carrying out the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present at the site during working hours and any written orders or instructions to the said representative of the bidder, shall be deemed to have been given to the bidder. The Authority shall be at liberty to object to any representative or person employed by the bidder in the execution or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the bidder shall remove the person so objected to Upon receipt of notice in writing from the Authority requiring him (the bidder) so to do, and provide in his place a competent representative at the bidder's expense.

**ENGINEER'S SUPERVISION:**

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-Charge. The bidder shall be responsible for the correctness of the positions, levels, and dimensions of the works according to the drawings notwithstanding that he may have been assisted by the Engineer in setting out the same.

REPLACEMENT OF DEFECTIVE WORK OR MATERIALS:

Deleted

TESTS ON COMPLETION:

Whenever possible all tests shall be carried out before shipment should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site they shall be carried out in the presence of the bidder's representative within one month of the completion of erection or the taking over of the Project by the Authority whichever is earlier.

TESTS AT SITE:

Deleted

POWER TO VARY OR OMIT WORK:

No alterations, amendments, omissions, additions, suspensions, or variations of the work (herein after referred to as "Variations") under the contract as shown by the contract drawings or the specification shall be made by the bidder except as directed in writing by the Authority, but the Authority shall have full power, subject to the provision herein after contained, from time to time during the execution of the contract by notice in writing to instruct the bidder to make such variation without prejudice to the contract, and the bidder shall carry out such variations, and be bound by the same conditions, as far as applicable, though the said variations not occurred in the specification and the bidder will compensate in this situation if applicable.

If any suggested variations, would, in the opinion of the bidder, if carried out, prevent him fulfilling any of his obligations or guarantees under the contract, he shall notify the Authority there of in writing, and the Authority shall decide forthwith whether or not the same shall be carried out, and if the Authority confirms his instructions, the bidder's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not specified in the said schedules, they shall be settled by the Authority and bidder jointly. But the Authority shall not become liable, for the payment of any charge in respect of any such variations, unless the instructions for the

performance of the same shall have been given in writing by the Authority.

In the event of the Authority requiring any variations, such reasonable and proper notice shall be given to the bidder as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawing, or patterns made or work done that require to be altered, a reasonable sum in respect there of shall be allowed by the Authority. Provided that no such variation shall, except with the consent in writing of the bidder, be such as will involve an increase or decrease of the total price payable under the contract by more than 10 (Ten) percent thereof.

In any case in which the bidder has received instructions, from the Authority as to carrying out the work, which either then or later will, in the opinion of bidder, involve a claim for additional payment, the bidder shall, as soon as reasonably possible after the receipt of the instructions, aforesaid, advise the Authority to that effect.

**NEGLIGENCE:**

If the bidder neglects to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge connection with the work, or shall contravene the provisions of the contract, the Authority may give seven days' notice, in writing, to the bidder, to make good the failure, neglect, or contravention complained of and should the bidder fail to comply with the notice within a reasonable time from the date of service thereof in the case of failure, neglect or contravention capable of being made good within that time or, otherwise within such time as may be reasonably necessary for making good, and in such case, the Authority shall be at liberty to employ other workmen, and forthwith perform such work as the bidder may have neglected to do or if the Authority shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the bidder's hands and re-contract at a reasonable price with any other person or persons, or provide any other materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Authority shall, without being responsible to the bidder for fair wear and tear of the same to have the free use of all the materials, tools, construction plant or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of bidder over the same, and the Authority shall be entitled to retain and apply any balance which may be otherwise due on the contract by him to the bidder or such part thereof as may be necessary to the payment of cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the bidder and the bidder fail to make good the deficit, the said materials, tackle, construction plant or other things, the property of the bidder may be sold by the Authority, and the proceeds applied towards the payment of such difference and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the bidder on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the bidder, all such materials, tools, tackles, construction plant or other things remaining unsold shall be removed by the bidder.

DEATH, BANKRUPTCY, ETC:

If the bidder die or commit any act of Bankruptcy, or being a Department commence to be wound Up except for reconstruction purposes or carry on its business under a receiver, the executor successors, or other representative in law of the estate of the bidder or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Authority and shall for one month, during which he shall take all reasonable steps to prevent as stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Authority but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be 14(fourteen) days only. Provided that, should above option not be exercised, the contract may be determined by the Authority by notice in writing to the bidder. And the same power and provisions so reserved to the Authority in the last proceeding clause on taking of the work out of the bidder's hands shall immediately become operative.

AFTER SALES SERVICE:

The Implementing Agency shall agree to provide after-sales service and spare parts, at prevailing rates for a period of not less than Ten years or specified in the bid documents. The Implementing Agency shall state in the bid the name and address of his representative or that of the manufacturer in India who is qualified to render such services and from whom spare parts can be obtained in respect to each item of equipment in bid. In the event, such a representative has not been established; Implementing Agency shall guarantee that arrangements for such service and spare parts will be made simultaneously with the delivery of the equipment. The after-sales service shall provide directly or through arrangements with an established operating service organization having shop facilities and

qualified mechanics to service equipment similar to that in the contract. The Authority reserves the right to visit and inspect the named service representative to determine compliance with this requirement of the contract. The Authority reserves the right to request the Implementing Agency to depute one service engineer to check the equipment at site and advice on servicing, maintenance and adjustment of the equipment for a period of one week free of charge during the Guarantee period. The Implementing Agency shall Supply necessary repair, service and spare parts at any time during the life of the machine at a price not in excess of prevailing rates charged to others for similar work. The Implementing Agency shall submit shop drawings along with detailed technical specifications of such spare parts liable for frequent wear and tear to enable the Authority to get such spare parts manufactured indigenously.

Bidder shall guarantee that before going out of production the spare parts, he will give adequate notice to the Authority so that the latter will have adequate time to order for future requirement of spares. Seller shall further guarantee that if he goes out of production of spare parts, then he will make available the blue prints, drawings of the spare parts and specification of material at no cost to the Authority if and when required.

#### TRAINING OF PERSONNEL:

The Implementing Agency shall under take to train Engineers of the Authority free of cost in installation, operation and maintenance of Plant and associated auxiliary equipment at the works of the Implementing Agency or at installations using similar equipment. The period and nature of training for the individual personnel shall be agreed Upon mutually between the Implementing Agency and the Authority. These Engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/ or in their collaborators work and where possible, in any other plant where equipment manufactured by the Implementing Agency or his collaborator is under installation or test, to enable these personnel to become familiar with the equipment, being Supplied by the Implementing Agency.

#### MAINTENANCE CONDITIONS OF THE CONTRACT:

The plant after successful testing and commissioning shall be taken over by the Authority However; comprehensive regular maintenance of the plant is within the scope of the successful tenderer for the specified period. The tenderer shall operate and maintain the plant and equipment by suitable personnel. The spares required for maintenance of the plant is within the scope of the Implementing Agency. The comprehensive maintenance is inclusive of regular/Break down maintenance, preventive maintenance as per the

manufacturer's manuals, etc. and to get the better performance and maximum output from the plant. All the break-downs, repairs, etc. are to be attended by the Implementing Agency immediately so as to put the plant in service within the least possible time in any case not later than the periods mentioned in this tender specification.

GRAFTS AND COMMISONS ETC.:

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Implementing Agency or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Authority, shall result in cancellation of contract, in addition to any criminal liability which it may incur. The Authority shall be entitled to deduct the amounts payable from any moneys otherwise due to the Implementing Agency under this contract. Any question or dispute as to amount of damage payable under this clause shall be referred to sole Arbitrator appointed by mutual consent of the Implementing Agency and the Authority or as provided in the Arbitration and conciliation Act.

RELEASE OF INFORMATION:

The Implementing Agency shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimensions, quality or other information, concerning the work unless prior written permission has been obtained from the Authority.

LIMIT OF CONTRACT:

Equipment Supplied shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment" s and / or needed for erection, completion and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the respective specifications unless included in the list of exclusions. All similar standard equipment's provided, shall be interchangeable with one another.

GENERAL:

The Bidder shall be responsible for provision of health and sanitary arrangement more particularly described in contract labour (regulation and abolition Act), safety precautions, etc. as may be required for safe and satisfactory



execution of the contract.

The Bidder shall fulfil all his obligations in respect of accommodation including proper facilities for the personnel employed by him.

The bidder shall be responsible for the proper behaviour at site and observance of all regulations by the staff employed by him. Insurance for the labour engaged shall be the responsibility of the bidder till the equipment is taken over after completion of works in full shape and completion of maintenance period, as per applicability, by the (AUTHORITY). The insurance of the labour engaged for maintenance of the plant by the Implementing Agency shall also be the responsibility of the Implementing Agency. The bidder shall be responsible for settlement of insurance claims arising out of accident/injury to staff employed by him.

Cancellation of Order:

The Authority reserves the right to cancel the contract in part or in full by giving two weeks' notice there by, if The Implementing Agency fails to comply with any of the terms of the contract. The Implementing Agency becomes bankrupt or goes into liquidation. The Implementing Agency makes general assignment for the benefit of the creditors and Any Receiver is appointed for the property owned by the Implementing Agency.

## 2.0 Particular Conditions of Contract

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

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is: Government of India (GoI) and Government of Andhra Pradesh (GoAP)
<b>GCC 1.1 (s)</b>	The Employer is : Tirupati Smart City Corporation Limited
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be As <i>specified in the scope of works</i>
<b>GCC 1.1 (y)</b>	The Project Manager is : Authorized Representative:
<b>GCC 1.1 (aa)</b>	Location of Site : Locations will be decided by Municipal Corporation of Tirupati
<b>GCC 3.1</b>	The language of the contract is <i>English</i> . The law that applies to the Contract is the law of <i>India</i> .
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other Implementing Agency: <i>[insert Schedule of Other Implementing Agency, if appropriate]</i>
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:  <p style="margin-left: 40px;">(a) For loss or damage to the Works, Materials, For loss or damage to Equipment, for loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract, For loss or damage to Equipment, for loss or damage to property (except the Works, 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>.</p> <p style="margin-left: 40px;">(b) The Implementing Agency shall insure against each liability for any loss, damage, death or bodily injury which may occur to any physical property (mechanical, electrical, automation work, all civil works, Storage etc. excluding pipe line) or to any person which may arise out of the Implementing Agency's performance of his obligations under these Conditions during the O&amp;M Period.</p> <p style="margin-left: 40px;">(c) This insurance shall be for a limit of per occurrence of not less than the amount of Rs. 10 lakh, with no limit on the number of occurrences.</p>
<b>GCC 14.1</b>	Site Data are:  Locations will be decided by Municipal Corporation of Tirupati

GCC 20.1	The Site Possession Date(s) shall be: <i>Not Applicable</i>
GCC 22.4	Deleted
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>Managing Director, Tirupati Smart City Corporation Limited, Tirupati</i>
GCC 24.2	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> <ol style="list-style-type: none"> <li>(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:</li> <li>(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.</li> <li>(c) Where the Parties do not agree that the dispute concerns a technical matter, the Authority 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>.</li> <li>(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.</li> </ol> </li> <li>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.</li> <li>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</li> <li>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the</li> </ol>

	<p>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 [<b>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</b>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<b>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</b>]; 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. <b>Miscellaneous.</b> 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 Authority's country nor the Consultant's country</i>];</p> <p>the <i>English</i> 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</p>
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Implementing Agency shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
<b>GCC 26.3</b>	The period between Program updates is <i>monthly</i> .
<b>C. Quality Control</b>	
<b>GCC 32.3</b>	Deleted
<b>GCC 34.1</b>	Deleted
<b>GCC 41.5</b>	<p><b>Payment Schedule</b></p> <p style="text-align: center;">Monthly Payments for Invoice raised by bidder</p> <p><b>Note : 5% of the respective invoice amount shall be retained and will be released with the bill payment for the final successful O&amp;M stage per year</b></p>
<b>D. Cost Control</b>	
<b>GCC 44.1</b>	The currency of the Employer's country and for payment is : Indian Rupees [INR]
<b>GCC 45.1</b>	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.
<b>GCC 46.1</b>	The proportion of payments retained is: <i>5% for the certified payments.</i>
<b>GCC 48.1</b>	The Bonus for the whole of the Works is <i>Not applicable</i>
<b>GCC 49.1</b>	The Advance Payments is applicable

<b>GCC 50.1</b>	The Performance Security amount is 5% of the accepted contract amount <i>in the form of Bank Guarantee</i> . To be submitted on Annual value basis. Prior to expiry of the annual period, the next annual PBG due shall be furnished well in advance before time lapse.
	<b>E. Finishing the Contract</b>
<b>GCC 53</b>	Completion period is the essence of the Contract. In case of delay in implementation of the project, Authority has to incur heavy penalties / financial loss including cancellation, etc.
<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is during implementation stage.  The operation and Maintenance period is 05 ( <i>Five</i> ) years.
<b>GCC 56.2</b>	Deleted
<b>GCC 62.d</b>	<ol style="list-style-type: none"> <li>1. The Implementing Agency shall not be liable for any delay or failure to Supply the materials /equipment for reasons of Force Majeure such as Acts of God, Acts of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes, Lockouts etc. Only those causes which have duration of more than 3 days and their reparations shall be considered for force majeure.</li> <li>2. The Implementing Agency shall within 15 days from the beginning of such delay notify to the Authority in writing the cause of delay or telephonically or through email where written communication is not possible due to such force majeure event) the cause of delay. The Authority shall be considered to have direct and sufficient knowledge of such force majeure event where the same is published by the media. The time of completion of the project under the contract shall automatically stand extended till the persistence of such force majeure event and its repercussions preventing resumption of execution of the project under the contract.</li> <li>3. No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.</li> <li>4. If the performance in whole or part by the Implementing Agency or any obligation under the Contract is prevented or delayed by "Force Majeure" conditions for a period exceeding 180 days, the Authority may at his option terminate the contract by notice in writing.</li> </ol>
<b>GCC 65</b>	Deleted
<b><u>Special Conditions of Contract</u></b>	
<p>The following Special Conditions of Contract (SCC) shall supplement the above General Conditions of Contract (GCC) – From GCC Clause No.: 1 to GCC Clause No.: 102. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC</p>	
1.0	i) Deleted

2.0	The prices shall be fixed. No price adjustments shall be paid.
3.0	Deleted.
4.0	The TSCCL shall not be responsible for any of the taxes, duties and levies imposed on supplier.
5.0	Deleted
6.0	The types of acceptable Performance Securities are: A Bank guarantee issued by a Nationalized bank located in India, acceptable to TSCCL.
7.0	Discharge of Performance Security shall take place: 5% performance security will be released at the end of contract period of successful running of project.
8.0	Deleted
9.0	Deleted

### **3.0 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.

## Contract Agreement

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

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

The Employer and the Implementing Agency agree as follows:

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



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

Signed by:  
for and on behalf of the Employer

Signed by:  
for and on behalf the Implementing Agency

in the presence of: \_\_\_\_\_

in the presence of: \_\_\_\_\_

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date