



Puliyur Town Panchayat

KALAIIGNAR NAGARPURA MEMPATTU THITTAM
(KNMT) 2021-22

Technical Bid FOR

**Name of Work : Supply and Delivery of Three Wheeler Battery Operated Vehicle
(3 No) in Puliyur Town Panchayat, Karur District.**

Estimate Amount : 4.57 Lakhs

Bidder's Signature

**PULIYUR
TOWN PANCHAYAT
TENDER DOCUMENT
(TO BE PLACED IN THE 'A' COVER)**

NAME OF WORK: Supply and Delivery of Three Wheeler Battery Operated Vehicle (3 No)
in Puliur Town Panchayat, Karur District.

Contents of Tender Document

E.M.D.AMOUNT	:	Rs.4,567 /-
PRE-BID MEETING DATE AND TIME	:	DATE 21.06.2022. TIME : 11.00 AM
PERIOD OF DOWN LOADING OF BID DOCUMENT	:	UPTO 17.06.2022, 03.00 PM
LAST DATE AND TIME FOR RECEIPT OF BID	:	DATE 07.07.2022 , TIME : 03.00 PM
TIME AND DATE OF OPENING OF BIDS	:	DATE 07.07.2022 . TIME : 03.30 PM
PLACE OF OPENING OF BIDS	:	Puliur Town Panchayat
OFFICER INVITING BIDS	:	The Executive Officer Puliur Town Panchayat

Bidder's Signature

CHAPTER I

INSTRUCTION TO TENDERER

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INSTRUCTION TO TENDERER

1.ELIGIBILITY CRITERIA :

- ✓ Bidders should be an approved manufacturer Battery operated Vehicle, or their Authorized Distributors.
- ✓ Tenderer Firm should have Recorded an Annual turnover of not less than 0.15 Crores in at least any one of the past three financial years.
- ✓ The Tenderer should have Supplied 10Nos of Battery Operated Garbage Collection Vehicles in a single assignment during any one of the past three years in any of Government Department / Town Panchayat / Board.

2. AWARD CRITERIA

The Puliur Town Panchayat. may award the contract to the successful bidder who has been pre-qualified, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

The Tenders should be submitted in item rate format. The printed conditions as laid down in the item rate tender for the tenderer should have executed similar works. The tenderer should give his offer only if he has proof of supply of such equipments. He should submit the following documents:

Qualification of the Bidders

Reputed vehicle Manufacturing Companies alone to participate in the tender

The Following Certificates should be enclosed with the Technical Bid

1. Appropriate Registration Certificate
2. Must have achieved Annual Financial Turn over in any one of three year (2019-20, 2020-21 and 2021-22) not less than Rs.0.15 Crores.
3. The Tenderer Should have Supplied 10 Nos of Battery Operated Garbage Collection Vehicles in a single assignment during any one of the past three years in any of Government Department / Town Panchayat / Corporation /Board.
4. UDYOG AADHAAR (MSME) Acknowledgement, 2021-22 Existing certificate and capacity certificate to be enclosed (which was issued by government of

Bidder's Signature

tamilnadu department of industries & commerce) if the above certificates not enclosed EMD exemption will not be considered.

5. Company should be ESI or PF Enrolled (Attach up-to-date Remittance details)

6. Latest GST Return paid certificate Should be enclosed with tender.

7. Last 3 years income tax paid details (Taxation years 2019-20, 2020-21, 2021-22)

8. Eventhough the bidders meet the qualifying criteria, they will be disqualified if they have: NOT HAVING MINIMUM ONE SATISFIED SUPPLIED PERFORMANCE CERTIFICATE; made misleading or false representations in the forms, statements and attachments submitted 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;

9. All copy of certificates in support of the above should be attested by Notary Public /Officers not below the rank of Town Panchayat Executive Officer.

3. ACCEPTANCE OF THE TENDER

3.1 The right of acceptance of the tender rests with the competent authority of Puliur Town Panchayat. The right to reject any or all the tenders without assigning any reason thereof is reserved by Puliur Town Panchayat.. The tenderer whose tender is accepted will have to enter into a regular agreement in the typed form prescribed by Puliur Town Panchayat. and abide by all the rules embodied therein.

3.2 No corrections, additions or alterations in the tender document shall be made.

3.3 The tender shall be liable to be rejected outright if;

a.	The tender, Submitted is not as notified.
b.	The specified earnest money in specified form is not paid.
c.	Conditions of the Tender.
d.	The offer in words and figures is not filled in appropriate place
e.	Tenderer
f.	Any erasures are made in the tender documents.
g.	Does not sign the tender documents in all the pages and in the place provided for the purpose.

Bidder's Signature

3.4. If the tendering contractors are a firm or company, they in their forwarding letter, should mention the names of all the Partners/Directors as the case may be, and the names of the partners / directors, who hold the Power of Attorney authorizing him to conduct transactions on behalf of the Company/Firm. Copy of power of authority duly signed by all Partners/Directors shall be enclosed in envelope-A.

3.5. Conditions and scope of contract are subject to amendment till the time of acceptance of the tender. The notes and conditions stipulated in this chapter will form a part of a agreement.

4. VALIDITY OF RATES

The rates in the tender should be kept valid for not less than 60 days from the date of opening of tender.

5. SIGNING OF CONTRACT

At the same time as the employer notifies the successful bidder that the bid has been accepted, the employer will send the bidder an acceptance letter informing the bidder for further necessary line of action including of security deposit and signing of contract etc.

6. DEFECT LIABILITY PERIOD

The defect liability period of One year from the date of handing over of equipments duly commissioned shall be treated. During this period all defects if reported by Town Panchayat should be rectified without delay.

7.EARNEST MONEY DEPOSIT:-

1. EMD of 1 % OF TENDER VALUE: Demand Draft Drawn from Nationalized/Scheduled Bank for a period of 3 months in Favour of Executive Officer, Puliur Town Panchayat. payable at PULIYUR TOWN PANCHAYAT.
2. Tenders received without the EMD shall be considered as Non-responsive and shall be rejected outright. The Tenderer shall place Xerox copy of the EMD in the cover containing their technical proposal. The original EMD in the form of DD/Banker's Cheque shall be handed over in person to the tender inviting authority before the date of opening of tender, otherwise the tender will be rejected.
3. 1. Additional security will be collected from the successful bidder following the norms prescribed in the G.O No. 555, PWD (B2) dt 17.11.1999.(Collection of Additional Security Deposits)

Bidder's Signature

2 .G.O. (MS) No.390 Finance (BPE) Department
Date.27.09.2013 (Granting exemption from the payment

4. Puliur Town Panchayat is not bound to accept any of the Bids submitted Puliur Town Panchayat reserves rights to reject any bid or all the bids without assigning any reasons there for. Any bidder shall have no cause of action or claim against Puliur Town Panchayat or its officers, employees, successors or assigns for rejection of their bid.

8.Qualification Information

The information to be filled by the Bidder in the following pages will be used for purpose of the qualification:-

I For individual bidders :

II Constitution of legal status of

Bidder : (Attach Copy)

Place of Registration :

Principal place of business : Power of Attorney of signatory of Bid : (Attach)

STATEMENT No. I

DETAILS OF SUPPLY MADE SIMILAR BY THE TENDERER.

Attach certificates from along with satisfactory completion of the job. The work for which data is requested would tally with that specified in tender notice. Information of Bid Capacity (Supply for which bids have been submitted and

supply which are yet to be completed) as on this bid.

Sl. No.	Details of equipments supplied	Place & State	Tendered Cost	Time in which completed	Date of Completion	Principal features

Bidder's Signature

CHAPTER -II GENERAL CONDITIONS OF CONTRACT

1. Definitions:-

1.(1) Terms which are defined the contract data are not also defined in the contract but keep their defined meanings.

- a) The contract is the contract between the employer and the contractor to execute, complete and maintain the works.
- b) The contract data defines the documents and other information which comprise the contract.
- c) The contractor's bid is the completed bidding documents submitted by the contractor to the employer.
- d) The contract price is the price stated in the letter of acceptance hereafter as adjusted in accordance with the provision of the contract.
- e) Days are calendar days; months are calendar months.
- f) A defect is any part of the works not completed accordance with the contract. g) The defects liability period is the contract data and calculated from the handing over. h) The initial contract price is the contract price listed in the

Employer's letter of acceptance.
- i) Specification means the specification of the works included in the contract and any modification or addition made or approved by the engineer.

aa) "Employer" shall include his / her successors and assigns.

bb) "Contractor" means firm or company whose tender has been accepted by the employer and includes the contractor's personal representatives, successors and permitted assignees.

dd) "Engineer" representative means as resident engineer or engineer of works appointed from time to time by the employer or the engineer to perform the duties.

ee) "approved" mean approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval writing including a foresaid.

Bidder's Signature

2. Interpretation

The documents forming the contract shall be interpreted in the following order of priority.

- Specifications
- Conditions of contract
- Contractor's bid
- Letter of acceptance notice to proceed with the works
- Agreement

3.Engineer's Decisions.

Except where otherwise specifically stated the Engineer will decide contractual matters between the employer and the contractor in the role representing the employer.

4. Delegation

The Executive Officer may delegate any of his duties and responsibilities to other people after notifying the contractor.

Communication between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms to Indian contract act).

5.Contractor to Make Supply.

The successful bidder before manufacturing a model bin shall be produced for the inspection of the Employer. After inspection of model equipment, the supplier may arrange for effecting supply as approved.

The Contractor shall manufacture and supply equipments in accordance with the specification, subject to third party inspection. Contractor shall arrange 10% of third party inspection of the Materials supplied with the consent of the Town Panchayat. A Third party inspection report, from the recognized institution, is a must after delivery. Supply of materials shall have ISI certificate.

6.Approval by the Engineer.

The contractor shall be responsible for design of equipments with the approved specifications.

The Engineer's Approval shall not alter the contractor's responsibility for the design.

7. Delays ordered by the Engineer.

The engineer may instruct the contractor about the delay in the supply of equipment

Bidder's Signature

8. Identifying Defects

The Engineer or his representative shall check the quality of equipments and notify the contractor of any defects that are found. Such checking shall not affect the contractor's responsibilities. The Engineer or his representative may instruct the contractor to search for a defect and to uncover and test any work that engineer considers have a defect.

9. Correction of defects

The Engineer shall give notice to the contractor of any defects before the end of the defects liability period. When begins at completion and is defined in the contract date. The defects liability period shall be extended for as long as defect remain to be corrected.

Every time notice of a defect is given the contractor shall correct the notified defect within the length of time specified by the engineer's notice.

10. Uncorrected Defects

If the contractor has not corrected a defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the defect and the contractor will pay this amount.

11. Tax

The rates quoted by the contractor shall be deemed to be inclusive of the sales and all other taxes duties, etc. that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

All the payments shall be made in Indian rupees only.

12. Retention

The employer shall retain from payment due to the contractor the retention money in the proportion stated in the contract data for 1 year from completion of the whole of the works.

13. Advance

The employer shall make no advance payment to the contractor

14. Completion:

The contractor shall request the engineer to issue a certificate of completion of the work and the Engineer will do so upon deciding that is completed.

15. Termination

The Employer may terminate the Contract if the party causes a fundamental breach of the Contract.

Bidder's Signature

CHAPTER -III
ADDITIONAL SPECIAL CONDITIONS
OF CONTRACT

CHAPTER -III ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

In all the contents mentioned anywhere in the tender, the owner is Puliur Town Panchayat. and the competent authority of the Puliur Town Panchayat. at appropriate level. The use of word Town Panchayat' in the contents, to mean the owner of work shall have by similar and same meaning as in use Puliur Town Panchayat., unless otherwise so required.

1. COMPETENCY OF TENDER.

The work will be awarded only to the contractor who is considered to be responsive bidder, capable of performing the class of work specified. Before passing the final award any or all bidders may have to show that he has the necessary experience facilities, abilities, manpower and financial resources to execute the work in satisfactory manner and also within the stipulated time. The bidder may also be required to furnish to the Puliur Town Panchayat Executive Officer a statement in respect of their experience and financial resources as already mentioned in pre -qualification criterion.

2. PAYMENTS.

The Tenderers must understand clearly that the rates quoted are for completed items of work and include all taxes, levy and octroi etc., cost due to labour, all leads, plants, supervision and to include all and no claim for additional payment beyond the price quoted will be entertained. Prior approval of purchase of material (quality and its approved make) should be taken consultant/ Puliur Town Panchayat engineer.

Payment for running bills:

The Town Panchayat Engineer, Puliur Town Panchayat will certify the bills.
Running bills.

Payment for Tender	Payments will be made after effecting supply.
Deduction	2% of the Tender item rate of completed work amount will be deducted from the bill as TDS

Bidder's Signature

PERFORMANCE GUARANTEE AND DEFECT LIABILITY PERIOD

The successful contractor shall guarantee that all equipment shall be free from any defect due to defective materials and/or bad workmanship and that the equipment shall operate Satisfactory and the performance & the efficiencies of the equipment, individually and as whole, shall not be less than guaranteed values. The guarantee shall be valid for the period of one year after taking over and issue of the certificate of virtual completion and part found defective during this period shall be replaced free of costs by the contractor. This period shall be known as defects liability period and shall be reckoned from the date of completion of the system.

If the defects be not be remedied within the reasonable period of the time Puliur Town Panchayat Executive Officer may proceed to do so at the contractor's risk and expense without prejudice to any other rights.

3. ERASURE

Persons tendering are informed that no erasures or any alternation by them in the text of the documents set herewith will be allowed and any such erasure or any alternation will be disregarded. If there is any error to be properly rectified.

4. ACCEPTANCE

Intimation of acceptance of tender will be given by a letter sent by registered post to the address given below the signature of the tenderer. The tenderers who do not fulfill conditions mentioned in the document and which are incomplete in any respect shall be liable for rejection, for which no communication will be made by the Puliur Town Panchayat Executive Officer.

5. ADDITIONAL PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT

The contractor shall make delivery of bins, on his own risk for which he is to make necessary arrangements himself, at the premises of the Puliur Town Panchayat. before a responsible officer nominated for this purpose by the employer.

The contractor shall duly comply with all the provisions of the Tamil Nadu Sales Tax on profession and trades callings and employment act 1975 (see rule 3(2)). The contractor shall obtain certificate of registration under the act and shall produce the clearance certificate to Puliur Town Panchayat Executive Officer as and when demanded.

The contractor shall duly comply with all the provisions of the Tamil Nadu Sales Tax on the transfer of good involve in the execution of works contracts (reenacted) act 1989

Bidder's Signature

He shall obtain registration under this act that he is a registered dealer (In Form II, Rule His final bill under this contract will not be paid unless all the dues of Sales Tax under the act are paid by him in the district treasury. The Executive Officer, Puliur Town Panchayat will inform to the concerned Dy. Sales Tax Executive Officer about the details of the contract awarded to the contractor.

During the course of contract period deduction of income Tax shall be made at the rate of 2% (two percent) of the gross amount of each bill in excess of Rs.5000/- or as per the advice of Income Tax authorities or I.T. rules amended till date.

During the course of contract deduction or works tax / any other tax as notified by the Govt. for time to time as per law applicable at the site of work shall be made from the payments to the contractor and the rates quoted by the contractor shall be deemed to be inclusive of all such taxes.

Bidder's Signature

CHAPTER -IV

CONTRACT DATA

**CHAPTER No. IV
CONTRACT**

DATA

Sl. No.	Item	Amount / Period
		from Nationalized/Scheduled for a periods of 3 months in favors of Executive Officer, Puliur Town Panchayat. payable at PULIYUR TOWN PANCHAYAT.
	Supply	acceptance
		period.)
		value to be deducted.
	payment of bill will be made after Engineer certificate	

Bidder's Signature

CHAPTER -V

TECHNICAL SPECIFICATION

CHAPTER -V

1	Battery Operated Vehicles having 3 wheels Design: Vehicles having 3 should be Robust in construction for and carrying of collected Municipal Solid Waste wheels.
	Chassis Construction: Ladder type welded construction consisting of two symmetrical beams/ Rails/ Channels running the length of the cart with transverse cross - members connecting them fabricated using CRC MS square pipes of suitable size with Anti Rust Proof powder coating.
	Dimensions of Cart: Overall Length 2760mm + 5% Tolerance Overall width 1000mm 5% Tolerance.
	Motor: Brushless DC Motor 1500W/60V Original.
	Transmission: Single Central axis differential drive with Both forward and reverse direction.
	Ground Clearance: 160 mm to 170mm
	Pay Load: Not less than 375 Kgs
	Range per Charge: 80 -100 Km per Charge
	Speed of Vehicle: Maximum 25 Kms per Hour
	Rear Cargo Box Size (LxBxH): a). Dimension: Not less than 1400mmx1000mmx450mm (L X BX H) b). Should be fabricated using MS Sheet, MS Square pipes of suitable thickness and size c). Rear Door: Foldable single door arrangement d). Side door foldable single door arrangement e). Both side doors should be made of M.S Sheet of thickness not less than 0.6mm f). Flooring should be made of M.S Sheet of thickness not less than 1.6 mm.
	Grade Ability Climbing ability: 7 degree (Minimum).
	Brake System: Double Rear drum Pedal Type
	Wheels and Tyres: Front: 3. 75-12 (6PR)- 1No. Rear: 3. 75-12 (6PR)-2 Nos. Spare tyre assy-1No.
	Seating Capacity: Cushioned seat to accommodate 2 Person
	Cabin: Weather proof complete metal enclosed cabin with Windscreen glass (Toughened) for driver protection with necessary frame structure for protection from heat and rain
	Suspension: Front: Heavy duty Hydraulic shocker. Rear: Leaf spring with hydraulic shocker
	Charger: 15 Amp SMPS Charger

Bidder's Signature

	Accessories: 1).Head lamp, Speedo Meter, front & rear indicators should be provided. 2).Fire Extinguishers. 3).Functional safety by providing circuit breaker (MCB). 4).Public Addressing System. 5).GPS tracking
	Batteery Capacity: 100 AH - 48 V. Reputed Brand Sealed Lead Acid
	Charging Duration: Not more than 10 Hours
	Warranty for Vehicles: The Successful bidder should provide one year warranty for vehicles including repair and replacement
	Warranty for Non Lithium Battery: The Successful bidder should provide three years warranty for Non Lithium Battery
	For the First One Year the Operation and Maintenance cost per BOV shall be the responsibility of the supplier.

Bidder's Signature

CHAPTER -VI

FORM OF SECURITIE

Bidder's Signature

COMMISSIONARATE OF TOWN PANCHAYATS

PULIYUR TOWN PANCHAYAT

**FORM OF
AGREEMENT-1**

ARTICLES OF AGREEMENT made this.
between

Thiruvallur.....

Here in After referred to as the contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives of the one part and the PULIYUR TOWN PANCHAYAT

Town Panchayat Executive Officer for and on behalf of the Town Panchayat (Here in After called the Department) which expression shall where the context so admits include its successors in office and assigns) of the other part. The Council of Puliur Town Panchayat in its resolution No dated has resolved Puliur Town Panchayat to Battery Operated Vehicle. to Town Panchayat. for the implementation of Solid Waste Management programme. The Executive Officer in Lr.No..... dated..... has placed orders M/s..... for above said Supply of equipments.

In the State of Tamilnadu in India, and provide the works, materials matters and things described or mentioned in these presents fit the prices set forth in. the; schedule annexed lo such tender and the contractor also undertook to do all extra and varied works which might be ordered as part of the contract on the terms provided for in the conditions and specifications hereto annexed and the parties hereto have entered into this contract agreement.

And whereas the contractor in accordance with the terms of the said tender has deposited in the Office of the Puliur Town Panchayat. Executive Officer, faithful performance by the contractor of This contract, the sum of Rs..... (Rupees.....)

Bidder's Signature

And whereas the contractor fully understands that on receipt of work order from The Executive Officer , Puliur Town Panchayat. there emerges a valid contract between the contractor and Department represented by The Executive Officer,Puliur Town Panchayat. accepting the agreement i.e bill of quantities and other schedules, general conditions to the contract, technical specifications and special conditions of the tender shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clause" of tender notice. Now hereby agreed on consideration of payment of th said sum of

Rs.....

.....

(Rupees.....)

.....) or such other sum as may be arrived at under the clause of the General conditions of the contract relating to payment by final measurement at unit prices, the contractor shall and well within the time specified in his letter of tender thoroughly and efficiently and in a good workman like manner perform, provide, execute and do all the works, materials, matters of things incidental to or necessary for the entire completion of the works specified under this contract and necessary works including all/works shown in the drawings hereinafter referred to or described or set forth the said specifications and schedule hereto annexed and in accordance with such further drawings and instructions as the Engineer of the Department or other Engineer duly authorized in that behalf thereafter and in the annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule (Bill of quantities) and specifications provide and give together, with any alterations in the works or additions thereto, in the time and manner in such schedule (Bill of quantities) and specifications stipulated to the entire satisfaction of the Engineer, the Department for themselves and their successors convenient and agree with the Contractor that during the progress of die works and on the completion of contract to the satisfaction of the Engineer, the Department shall and will from time to time on receiving the certificates in writing of the Engineer pay to the contractor according to such certificates and the terms of this contract the price or sum mentioned in such certificates as due to the contractor under the terms of this contract subject nevertheless to deductions or additions thereto or there from which may be lawfully made under terms of this contract. It is hereby mutually agreed and declared as follows.

Bidder's Signature

- (a) All certificates or notices or orders for items or for extra varied or altered works which are to be the subject of an extra or varied charge shall be in writing whether so described in the contract or not and unless in writing shall not be valid or binding or be of any effect whatsoever.
- (b) The term contract shall include these presents and the notice inviting tender, letter or tender, bill of quantities and other schedules general conditions and specifications hereto annexed and the plans drawings herein and hereafter referred to.
- (c) If the contractor claims that the decisions or the instructions of the Engineer/Department are unjustified and that accordingly, he is entitled to extra payments on account thereof he shall forthwith notify this to the Engineer/Department to record his decisions and reasons therefore in writing and shall within two weeks state his claims in writing to the Engineer /Department thereafter. The Engineer/Department shall thereafter within four weeks of the receipt of the claim, reply to the points raised in the claim. Unless resolved by negotiation or discussions immediate thereafter, within further four weeks the question of liability for such payment will be treated as a dispute.
- (d) The decision of the Engineer /Department shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of Specifications , designs, and instructions, and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and instructions concerning the works. The above shall not be the subject matter of arbitration and in case shall the supply be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Engineer/Department. In witness where of the contractor..... on behalf of the Department have caused their common seal to be affixed the day and year first above written. Signed, sealed and delivered by the said. in the presence of Signature of Contractor Name and Seal Signature, Name and Designation Signed, by on behalf