

Tender Document

Bid document No: 29/2022/A1

TECHNICAL BID

Reethapuram Town Panchayat

NAME OF THE WORK : Supply and Delivery of Three wheeler Sealed Lead Acid Battery Operated Vehicle (11 Nos) in REETHAPURAM Town Panchayat .

E.M.D.AMOUNT : Rs.6240/-

PERIOD OF DOWN LOADING OF BID DOCUMENT : UPTO 3:00 PM, 12.07.2022.

LAST DATE AND TIME FOR RECEIPT OF BID : DATE 12.07.2022 TIME: 3.00 PM

TIME AND DATE OF OPENING OF BIDS : DATE 12.07.2022 TIME: 3.30 PM

PLACE OF OPENING OF BIDS : Reethapuram Town Panchayat Office.

OFFICER INVITING BIDS : Executive Officer,
Reethapuram Town Panchayat.

Bidder's Signature

CHECK LIST FOR SUBMISSION OF BID

Bidder shall check the submission of relevant details and documents as mandated in the tender document, before submission of bids.

Sl. No.	Compliance criteria as per clause	Details	Check
1	15 15.1	Earnest Money Deposit Whether Earnest Money Deposit at 1% of the contract value of work put to tender in the form of 15.1 Banker's cheque, Demand Draft enclosed? (EMD in any other form will not be accepted)	YES / NO
2	4.1.1	Whether Reputed Manufacturers / Assemblers / Authorized Dealers certificates enclosed?	YES / NO
2	4.1.2	Whether Proof for having an annual minimum financial turnover of not less than 1.5 times of the value put to tender in any financial year in the preceding —Three <input type="checkbox"/> years enclosed?	YES / NO
3	4.1.3	Last 3 years income tax certificate (Financial Years 2018-19, 2019-20 & 2020-21 / Assessment Years 2019-20, 2020-21 & 2021-22) with PAN CARD XEROX should be enclosed with tender bid	YES / NO
4	4.1.7	Whether all the certificates are Notarized?	YES / NO
5	SECTION 3	Whether Qualification Information are annexed.	YES / NO
6		Whether the bidder has signed in all the pages of the tender document?	YES / NO
7	D. 18.1 and 18.2	Sealing and Marking of Bids in case of manual submission a. Whether the cover containing EMD, qualification and information etc., has been super scribed as —Technical Bid ? b. Whether the other cover containing the duly filled in tender schedule is super scribed as —Price Bid <input type="checkbox"/> ? c. Whether the bids are put in 2 separate covers and outer cover is sealed? d. Whether both these covers are put in a single big envelope and bear the name of the work and Bid Reference No. 639/2022/A1	YES / NO YES / NO YES / NO YES / NO

Disclaimer: This Check list is only illustrative and not exhaustive. Hence, the bidder is requested to go through the entire Document and submit all relevant documents and details.

Bidder's Signature

INVITATION FOR BID
(IFB)

Bidder's Signature

Reethapuram Town Panchayat

Tender Notice

Supply and Delivery of Three wheeler Sealed Lead Acid Battery Operated Vehicle (11 Nos)
in Reethapuram Town Panchayat

Form of contract: Item rate (Two cover system)

1. Bids are invited in two cover system for Supply and delivery of 11 Nos. Battery Operated Vehicle (BOV) for Reethapuram Town Panchayat.
2. The bid document can be downloaded from the website **<http://tenders.tn.gov.in>** at free of cost. Tender documents can be downloaded upto 3.00 PM on 12.07.2022. Online submission of tender will also be accepted.
3. Amount of Earnest Money Deposit will be 1% of the value put to tender for a package.
4. Period of contract is 1 Month.
5. Any additional / further details and conditions related to these works can be had from the office of Reethapuram Town Panchayat .
6. Important dates:
7. In the event of the specified date for submission of bids is declared as a holiday, bids will be received and opened on the next working day at the same time and venue.
8. Other details can be seen in the bid documents.

1	Last date and time for downloading bid documents	12.07.2022 AT 3.00 PM
2	Last Date and time for submission of bid document, including online submission	12.07.2022 AT 3.00 PM
3	Date and time of opening of the Technical Bid	12.07.2022 AT 3.30 PM

**Executive Officer,
Reethapuram Town Panchayat.**

Bidder's Signature

SECTION -1

INSTRUCTIONS TO BIDDERS (ITB)

Bidder's Signature

A. General

1. Scope of Bid

- 1.1** The Executive Officer, Reethapuram Town Panchayat (referred to as Employer in these documents) invites bids for the works (as defined in these documents and referred to as "the works") detailed in the table given in IFB.
- 1.2** The successful bidder will be expected to complete the works by the intended completion date specified in the Clause 13 of Section 2.

2. Source of Funds

Under KNMT 2021-22.

3. Eligible Bidders

- 3.1** All bidders shall furnish their qualification details in Section 4.1 based on which eligibility will be decided
- 3.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 3.3** Bidders shall not have Joint venture. No Sub Contracting will be permitted.

4.1 Qualification of the Bidders

- 1. Reputed Manufactures / Assemblers / Authorized dealers only to participate in the tender.
- 2. Tenderer firm should have recorded an annual **turnover of not less than 1.5 times of the bid value in at least any one of the past three years**. Provide audited Balance sheet for three years.
- 3. Last 3 years **income tax certificate** (Financial Years 2018-19, 2019-20 & 2020-21 / Assessment Years 2019-20 , 2020-21 & 2021-22) with PAN CARD XEROX should be enclosed with tender bid.
- 4. **GST registration** certificate should be enclosed and latest GST retunes filed form should be enclosed
- 5. All copy of certificates in support of the above **should be attested by Notary Public / Officers** not below the rank of Executive Engineer.

Bidder's Signature

4.2 Even though the bidders meet the qualifying criteria, they will be disqualified if they have:

- a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;

5. Cost of Bidding

As specified in the Tender Notice.

B. Bid Documents

6. Content of Bid Documents

- 6.1** The set of bid documents comprises of the documents listed in the table below and addenda issued in accordance with Clause (if any)

Invitation for Bids

Section	1	Instructions to Bidders
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract
	4	Bill of Quantities

7. Clarification on Bid Documents

- 7.1** A prospective bidder requiring any clarification of the bidding documents may notify Executive Officer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Executive Officer will respond to any request for clarification which he received earlier than 48 hours prior to the opening of the tender.

8. Amendment to Bid Documents

- 8.1** At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents. All such changes will also uploaded in the relevant websites.
- 8.2** Any addendum/ corrigendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 8.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

C. Preparation of Bids

9. Language of the Bid

- 9.1** All documents relating to the bid shall be in the English language.

10. Documents comprising the Bid

Bidder's Signature

10.1 The bid submitted by the bidder shall comprise the following documents:

- (a) The Bid (in the formats indicated in Section 3).
- (b) Earnest Money Deposit (EMD)
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents; and any other materials required to be completed and submitted by bidders in accordance with these instructions.

11. Bid Prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

11.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the **Bill of Quantities** along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other Act /Rules/Stipulations shall be included in the rates, prices and total Bid Price submitted by the Bidder.

11.4 Price Adjustment Clause as per the relevant provisions of G.O. 227 , MAWS, dt. 23.11.2009 is applicable for the tenders of value of Rs.1 cr and above, even if the contract period is for less than 1 year. This GO will be applicable for all Contracts of value of Rs. 1 crore and above

12. Currencies of Bid and Payment

12.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

13. Bid Validity

13.1 Bids shall remain valid for a period not less than **sixty days** after the deadline date for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected as nonresponsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The bidder shall consider the same for a period not exceeding additional **thirty days**.

13.3 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

14. Earnest Money Deposit

14.1 The Bidder shall furnish, as part of his Bid, Earnest Money Deposit at 1% (rounded off to next ten rupees) of the contract value of work put to tender in the form of Banker's cheque, Demand Draft Drawn in favour of Executive Officer, Reethapuram Town Panchayat, EMD remitted in any other form will not be accepted.

14.2 Any bid not accompanied by an acceptable EMD and not secured as indicated in Sub-Clauses 14.1 above shall be rejected by the Employer as non-responsive.

14.3 The EMD of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 13.1.

Bidder's Signature

14.4 The EMD may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to enter into an agreement

15. No Alternative Proposals by Bidders

15.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. No alternatives will be considered.

16. Format and Signing of Bid

16.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

16.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

16.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

16.4 E-Submission of tender is also accepted.

D. Submission of Bids

17. Sealing and Marking of Bids

17.1 The intending bidder should submit tender in two cover system. The cover containing EMD, VAT clearance certificate, qualification and information etc., shall be superscribed as —Technical Bid. Another cover containing the duly filled in tender schedule shall be superscribed as —Price Bid □. Both these covers shall be put in a single big envelope and shall be submitted.

The Cover superscribed as —Technical Bid will be opened first. The Price Bid cover will be opened only if the document required in the Technical Bid cover viz., EMD, VAT clearance certificate, work experience EMD exemption certificate(if applicable), etc., are found in order as per the tender conditions. If Technical Bid is not submitted with these particulars, the Price Bid cover will not be opened and the tender will be rejected and returned to the bidder — unopened

17.2 The **inner and outer** envelopes shall

- (a) be addressed to the Employer at the following address: The Executive Officer, Reethapuram Town Panchayat, Reethapuram 629 159.
- (b) bear the following identification: Supply and Delivery of Three wheeler Sealed Lead Acid Battery Operated Vehicle (11 Nos) in Reethapuram Town Panchayat Bid Reference No. 29/2022/A1.

Bidder's Signature

17.3 In addition to the identification required in Sub-Clause 17.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 19.

17.4 If the outer envelope is not sealed and marked as above, the **Tender Inviting Authority** will assume no responsibility for the misplacement or premature opening of the bid.

18. Deadline for Submission of the Bids

18.1 Bids must be received by the Executive Officer at the address specified above not later than. **3.00 PM on 12.07.2022**. In the event of the specified date for the submission of bids is declared a holiday, the Bids will be received upto the appointed time on the next working day.

18.2 The **Executive Officer** may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. Late Bids

19.1 Any Bid received by the **Executive Officer** after the deadline prescribed in Clause 18 will be returned unopened to the bidder.

20. Withdrawal / Modification of Bids

20.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.

20.2 Each Bidder's withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 16 & 17, with the outer and inner envelopes additionally marked "**WITHDRAWAL**".

20.3 No bid may be modified after the deadline for submission of bids.

20.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant to Clause 15.

20.5 Bidders may offer discount to or modify the prices of the bids by submitting the bid modifications in accordance with this clause, or include in the original bid submission.

E. Bid Opening and Evaluation

21. Bid Opening

21.1 The **Executive Officer** will open all the Technical Bids received (except those received late), including modifications made pursuant to Clause 20, in the presence of the Bidders or their representatives who choose to attend at **3.30 PM on 12.07.2022** at Town Panchayat office. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.

21.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

Bidder's Signature

- 21.3** The Bidders' names, the Bid withdrawals/ Modifications, the presence or absence of Bid security, and such other details as the Executive Officer may consider appropriate, will be announced by the Executive Officer at the opening. Bids sent pursuant to Clause 20 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned un-opened to bidders.
- 21.4** The **Executive Officer** shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 21.3.
- 22. Examination of Technical Bids and Determination of Responsiveness**
- 22.1** Prior to the detailed evaluation of Technical Bids, the Tender Scrutiny Committee will determine whether each Bid (a) meets the eligibility criteria defined in Clause 21; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bid documents.
- 22.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 22.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 23. Price Bid Opening**
- 23.1** The Executive Officer shall notify those bidders whose technical bids did not meet the minimum qualification criteria or were considered non responsive, indicating that their price bids will be returned un opened after the award of the contract. The Employer shall simultaneously notify the technically qualified bidders indicating the date time and place set for opening of price bids.
- 23.2** The price bids shall be opened by the Executive Officer in the presence of bidders representatives who choose to attend. The name of the bidders, quoted bid prices, discounts offered or modification if any shall be read aloud and the Executive Officer shall prepare minutes of the price bid opening.
- 24 Process to be Confidential**
- 24.1** Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Executive Officer processing of Bids or award decisions may result in the rejection of his Bid.
- 25 Clarification of Bids**
- 25.1** To assist in the examination, evaluation, and comparison of Bids, bidder may be asked to clarify Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the **Tender Scrutiny Committee** in the evaluation of the Bids in accordance with Clause 26.
- 25.2** Subject to sub-clause 25.1, no Bidder shall contact the **Employer** or his subordinates on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring out additional information, it should be done in writing.

Bidder's Signature

25.3 Any effort by the Bidder to influence the Executive Officer or any other person involved in the process of the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Correction of Errors

26.1 Bids determined to be substantially responsive will be checked by the Executive Officer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, **the rate whichever is less** will govern; and
- (b) where there is a discrepancy between the unit and the line item total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Bid will be adjusted by the Executive Officer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected and the Bid security may be forfeited in accordance with Sub-Clause 14.4 (b).

27. Evaluation and Comparison of Bids

27.1 The Executive Officer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 22.

27.2 In evaluating the Bids, the **Tender Scrutiny Committee** will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 26; or
- (b) making any appropriate adjustments for any other acceptable variations, deviations; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 20.5.

27.3 The Executive Officer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

27.4 In respect of the successful tenderer, the EMD remitted along with the tender shall be converted as **Security Deposit**.

F. Award of Contract

28. Award Criteria

28.1 Subject to Clause 30, the employer will award the Contract to the Bidder whose Bid has been determined to be **substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price**, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

28.2 The contractor, shall note that the Joint venture is not permitted under this contract and also Sub contracting is not permitted.

29. Employer 's Right to Accept any Bid and to Reject any or all Bids

Bidder's Signature

29.1 Notwithstanding Clause 28, the Town Panchayat/ Corporation Executive Officer/Executive Officer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the employer's action .

29.2 Negotiation of rates will be made only with the lowest Bidder for reducing the quoted rates

30. Notification of Award and Signing of Agreement

30.1 The Bidder whose Bid has been accepted will be notified of the award prior to expiry of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

30.2 Deleted

30.3 The Agreement will incorporate all terms and conditions to be executed between the employer and successful bidder. It shall be signed within 15 days following the issue of Letter of Acceptance and delivered by successful bidder.

30.4 Upon the furnishing by the successful Bidder of the Security Deposit, if any the Executive Officer will promptly notify the other Bidders that their Bids have been unsuccessful.

31 Corrupt or Fraudulent Practices

31.1 The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer :

(a) defines, for the purposes of this provision, the terms set forth below as follows :

(i) —corrupt practice means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) —fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition or furnishing of false and fabricated documents

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question:

i) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract. Further, Criminal proceedings will also be initiated against the Bidder/ Contractor.

Bidder's Signature

SECTION 2

ADDITIONAL CONDITIONS OF CONTRACT

SECTION 2

Additional Conditions of Contract

A. General

1. Definitions

1.1 Bill of Quantities means the priced and completed **Bill of Quantities** forming part of the Bid.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

Employer is Executive Officer, Reethapuram Town Panchayat .

The Executive Officer, Reethapuram Town Panchayat or in his absence Assistant Executive Engineer authorized by Employer is responsible for inviting tender, handling process, clarify issued related to tenders, signing of agreement and supervising the execution of the works and administering the Contract.

The **Tender Inviting Authority** is Executive Officer, Reethapuram Town Panchayat .

The **Tender Scrutiny Committee** is the committee of officers which will open, scrutinize and evaluates the bids.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Clause 12 of Section 2. The Intended Completion Date may be revised only by the **Executive Officer** by issuing an extension of time.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. **The Executive Officer** will provide instructions clarifying queries about the Conditions of Contract.

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Conditions of Contract including Additional Conditions of Contract
- (5) Specifications
- (6) Bill of Quantities

3. Language and Law

- 3.1** The language of the Contract and the law governing the Contract are stated in the —English only.

4. Engineer's Decisions

- 4.1** Except where otherwise specifically stated, the **Assistant Executive Engineer** will decide contractual matters between the **Employer** and the Contractor representing the **Employer**.

5. Delegation

- 5.1** The **Employer** may delegate any of his duties and responsibilities to other people.

6. Communications

- 6.1** Communications 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 of Indian Contract Act).

7. Other Contractors

- 7.1** The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the **Employer** between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The **Employer** may modify the schedule of other contractors and shall notify the contractor of any such modification.

- 8. Employer's and Contractor's Risks 8.1** The **Employer** carries the risks which this Contract states are **Employer's** risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

9. Employer's Risks

- 9.1** The **Employer** is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

10. Contractor's Risks

- 10.1** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

11. Contractor to Construct the Works

- 11.1** The Contractor shall construct and install the Works in accordance with the Specification, and as per instructions of **Assistant Executive Engineer**.

Bidder's Signature

12. The works to be Completed by the Intended Completion Date

- 12.1** Work should be completed in all respects by the end of the 2 months. If there is default in meeting either or both these deadlines, Liquidated damages @ 0.1% of the unfinished value of work will be levied per day till their completion. .

13. Access to the Site

- 13.1** The Contractor shall allow the **Executive Officer** and any person authorized by the Assistant Executive Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

14. Instructions

- 14.1** The Contractor shall carry out all instructions of the **Executive Officer**, which comply with the applicable laws where the Site is located.

B. Time Control

15. Delays Ordered by the Employer

- 15.1** The **Executive Officer** may instruct the Contractor to delay the start or progress of any activity within the Works.

16. Management Meetings

- 16.1** Either the **Executive Officer** or the Contractor 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.

- 16.2** The **Executive Officer** shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the **Executive Officer** either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

17. Early Warning

- 17.1** The Contractor is to warn the **Executive Officer** at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works.
- 17.2** The Contractor shall cooperate with the **Executive Officer** 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 Engineer.

C. Quality Control

18. Identifying Defects

- 18.1** The **Assistant Executive Engineer** shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The **Assistant Executive Engineer** may instruct the Contractor to search for a Defect and to uncover and test any work that the **Assistant Executive Engineer** considers may have a Defect.

Bidder's Signature

18.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the **Assistant Executive Engineer** and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

19. Tests

19.1 If the **Assistant Executive Engineer** instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

20. Correction of Defects

20.1 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the **Executive Officer's** notice.

21. Uncorrected Defects

21.1 If the Contractor has not corrected a Defect within the time specified in the **Executive Officer** notice, the **Assistant Executive Engineer** will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

Note:- Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

D. Cost Control

22. Bill of Quantities

22.1 The Bill of Quantities shall contain items for the supply and delivery work to be done by the contractor.

22.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

23. Payments

23.1 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

24. Tax

24.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes 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.

25. Currencies

25.1 All payments shall be made in Indian Rupees.

Bidder's Signature

E. Finishing the Contract

26. Termination

26.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

26.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a) The **Executive Officer** gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the **Assistant Executive Engineer**
- b) the Contractor does not maintain a security which is required;
- c) the Contractor has not completed even 45 days after the contract period
- d) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

27. Force Majeure Event

27.1 No party is eligible to terminate the agreement due to force majeure events.

28. Tender Transparency Act

The Tamil Nadu Tender Transparency Act will be applicable for this tender.

Bidder's Signature

SECTION - 3

Formats of Qualification Information

Bidder's Signature

1. Qualification Information

1. Reputed Manufactures / Assemblers / Authorized dealers only to participate in the tender.
2. Tenderer firm should have recorded an annual **turnover of not less than 1.5 times of the bid value in at least any one of the past three years**. Provide audited Balance sheet for three years.
3. Last 3 years **income tax certificate** (Financial Years 2018-19, 2019-20 & 2020-21 / Assessment Years 2019-20 , 2020-21 & 2021-22) with PAN CARD XEROX should be enclosed with tender bid.
- 4.. **GST registration** certificate should be enclosed and latest GST retunes filed form should be enclosed
5. All copy of certificates in support of the above **should be attested by Notary Public / Officers** not below the rank of Executive Engineer.

Bidder's Signature

**Model Form of Agreement,
and
Model Work Order**

Bidder's Signature

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20_____,
between _____
_____ Executive Officer of the one part
and _____

_____ [name and address of contractor] (hereinafter called —the Contractor□)
of the other part.

Whereas the Executive Officer is desirous that the Contractor execute Purchase of Battery Operated Vehicle(Three wheeler Sealed Lead Acid Battery Operated Vehicle) in Reethapuram Town panchayat [File No: 29/2022/A1] (hereinafter called —the Works□) and the Executive Officer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be read and treated as part and parcel of this Agreement, viz.:
 - i) Tender Document including the Contractor's Bid Documents and all other documents furnished by the bidder and submitted as part of the Bid;
 - ii) Conditions of contract (including Additional Conditions of Contract);
 - iii) Specifications;
 - iv) Bill of Quantities;
 - v) Letter of Acceptance;
 - vi) Work Order (to be issued)
5. Detailed conditions agreed in the tender document form part of the agreement. The services to be performed, timelines to be met with, penalty clauses for non performance, and the other stipulations will be as furnished herein:
 - i. **Contract Period:** The Contract period is for 2 months from the date of issue of work order to the successful contractor.

Bidder's Signature

ii. **Milestones and Liquidated Damages:**

Work should be completed in all respects by the end of the 2 months

iii. **Fraudulent Practices :** If it is found any time during the tender process, award of contract, or during the contract period, that the Contractor has furnished false certificate or if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, getting the contract or in the executing the Contract, the Contract will be summarily terminated and Criminal Proceedings will be initiated.

iv. **Termination of the Contract:** If the work is not completed even 30 days after the contract period (1 month period), the contract is liable for summary cancellation.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer (Executive Officer) _____

Binding Signature of Contractor _____

Bidder's Signature

Work Order

From

To

Executive Officer,
Reethapuram Town Panchayat.

Name and Address of the Successful
Bidder.

Roc. No.. _____ (date)

Sub:- Supply and Delivery of Three wheeler Sealed Lead Acid Battery
Operated Vehicle (11 Nos) in Reethapuram Town Panchayat .

Ref:- 1. Your Tender dated on
2. Town Panchayat Council Resolution No. -----dated-----
3. Your Agreement dated-----

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITB clause 30 and signing of the contract agreement for the work of Supply and Delivery of Three wheeler Sealed Lead Acid Battery Operated Vehicle (11 Nos) in Reethapuram Town Panchayat .

a Bid Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract terms and conditions. The Contract Period is 1.5 months from the date of issue of work order.

You are hereby instructed to proceed with the execution of the above said work in accordance with the conditions stipulated as per the agreement. Your attention is drawn to the following specific conditions for strict compliance:

1. **Contract Period:** The Contract period is for 1 month from the date of issue of Work Order to the successful contractor.
2. **Milestones and Liquidated Damages:** Work should be completed in all respects by the end of the first month.
3. Joint venture and/ or Sub contracting is **not permitted**.
4. **Fraudulent Practices :** If it is found any time during the tender process, award of contract, or during the contract period, that the Contractor has furnished false certificate or if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, getting the contract or in the executing the Contract, the Contract will be summarily terminated and Criminal Proceedings will be initiated.
5. **Termination of the Contract:** If the work is not completed even 45 days after the contract period (2 months period), the contract is liable for summary cancellation

**Executive Officer,
Reethapuram Town Panchayat.**

Bidder's Signature

REETHAPURAM TOWN PANCHAYAT
KANNIYAKUMARI DISTRICT - KANNIYAKUMARI ZONE

_ TENDER SCHEDULE _

Name of Work : Supply and delivery of three wheeler Sealed Lead Acid Battery Operated Vehicle (11 Nos) for Reethapuram Town Panchayat.

Scheme Name : KNMT 21 - 22

Estimate amount : ` 17,05,000/-

Tender Date :

Schedule issued to M/s:

Closing Time :

Schedule cost :

Opening Time :

Remitted vide chellan No:

EMD Rupees (₹) :

Date:

**THE EXECUTIVE OFFICER
REETHAPURAM TOWN PANCHAYAT**

Sl. No.	Qty	Description of work			Unit	TNDSS & MORTH No.	Rate in	
							— - - Figures	- - - Words
01.		Supply and delivery of three wheeler Sealed Lead Acid Battery Operated Vehicle with following Specifications						
		Sl.No	Parameters	Specification				
		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.				
		2.	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				
		3.	Dimensions of cart	Overall Length: 2760 mm + 5KNMT Tolerance Overall width1000 mm 5KNMT Tolerance				

Sl. No.	Qty	Description of work			Unit	TNDSS & MORTH No.	Rate In	
							— - - Figures	- - - Words
		4.	Motor	Brushless DC Motor 1500W / 60V Original				
		5.	Transmission	Single central axis differential drive with Both forward and reverse direction				
		6.	Ground Clearance	160 mm To 170 mm .				
		7.	Pay Load	Not less than 375 Kgs				
		8.	Range per Charge	80 -100 Km per Charge				
		9.	Speed of Vehicle	Maximum 25 Kms per Hour				
		10.	Rear Cargo Box Size (LxBxH)	a) Dimension: Not less than 1400 mm x 1000 mm x 450 mm (LxBxH). 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 MS Sheet of thickness not less than 0.6 mm f) Flooring should be made of MS Sheet of thickness not less than 1.6 mm				
		11.	Grade ability {Climbing ability}	7 degree (Minimum).				
		12.	Brake System	Double Rear drum Pedal Type				
		13.	Wheels & Tyres	Front: 3.75 - 12 (6PR) - 1 No. Rear: 3.75 – 12 (6PR) - 2 Nos. Spare tyre assy. - 1 No.				
		14.	Seating Capacity	Cushioned seat to accommodate 2 Person				
		15.	Cabin	Weather proof complete metal enclosed cabin with Windscreen glass (Toughened) for driver protection with necessary frame structure for protection from heat and rain				
		16.	Suspension	Front: Heavy duty Hydraulic shocker. Rear: Leaf spring with hydraulic shocker				
		17.	Charger	15 Amp SMPS Charger				

Signature of contractor & address

Sl. No.	Qty	Description of work			Unit	TNDSS & MORTH No.	— - - Rate in - - —	
							Figures	Words
		18.	Accessories:	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				
		19.	Battery Capacity	100 AH - 48 V. SEALED LEAD ACID ION battery				
		20.	Charging Duration	Not more than 3 Hours				
		21.	warranty for vehicles	The successful bidder should provide one year warranty for vehicles including repair and replacement				
		22.	Warranty for Sealed Lead Acid Battery	The successful bidder should provide three years warranty for Sealed Lead Acid Battery				
		**For the first one year the operation and Maintenance cost per BOV shall be the responsibility of the supplier.						
	11 Nos.	Three wheeler Sealed Lead Acid Battery Operated Vehicle			1No. (one number)			

(Approved in Item No. 01 to 01 only)

JUNIOR ENGINEER
TOWN PANCHAYATS
KALLUKOOTTAM (H.Q)

ASSISTANT EXECUTIVE ENGINEER
TOWN PANCHAYATS
KANNIYAKUMARI ZONE

Signature of contractor & address