BID DOCUMENT FOR

Purchase of 8 Nos of Battery Operated vehicles (Three Wheeler) with Sealed Lead Acid Batteryfor conservancy purpose

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SECTION 1 TECHNICAL BID

Tender Notice

A1/315/2022

Dt. 23.06.2022

Tender under two cover systems (Technical & Financial Bid) are invited for the following work by The Executive Officer, Suchindrum Town Panchayat.

SI. No.	Name of Work	Approximate value of Work (Rs.)	EMD (Rs.)	Eligibility	Last date and time of submission
1.	Purchase of 8 Nos of Battery Operated vehicles (Three Wheeler) with Sealed Lead Acid Battery for conservancy purpose	12,40,000	12400	As per conditions mentioned in the Sec.II – Eligibility Criteria	12.07.2022 15.00 hrs

- 1. The tender details can be downloaded from website http://tntenders.gov.in till 3.00 p.m.on12.07.2022 for bidding.
- 2. Bids must be submitted on or before 3.00 p.m. on 12.07.2022. Bids received shall be opened on 12.07.2022. at 3.30 p.m. in the office of Executive Officer, Suchindrum Town Panchayatin the presence of bidders who wish to participate in the tender. If the date of the opening happens to be a holiday, the bids will be opened on the next working day at the same time and venue.
- 3. The original financial instrument (i.e. EMD) shall be received by the **Executive Officer, Suchindrum Town Panchayat**, on or before **12.07.2022**at 3.00 P.M. failing which the bid shall be summarily rejected.
- 4. Subsequent Corrigendum / Addendum of any shall be only available in website indicated above.
- 5. The EMD should be with form of DD or Bankers Cheque Nationalized/Scheduled Bank in favour of the Executive Officer, Suchindrum Town Panchayat, which do not bear interest and should submit in the first cover and drawn in favour of Executive Officer, Suchindrum Town Panchayatand validity should be minimum 90 days.
- 6. **The Executive Officer, Suchindrum Town Panchayat** has all rights to cancel tender without informing any reasons.

Section - II

Eligibility Criteria

- 1. The tenderer shall be the Reputed Manufacturer of similar type of Battery Operated vehicles (Three Wheeler and above) or their Authorized dealer or Joint Venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India. In case of Joint venture, the lead bidder should either be a Manufacturer / Authorised dealer of similar type of Battery Operated vehicles .The authorised dealers should enclose the authorization letter from the Manufacturer clearly stating that the dealer is authorised to take part in the current tender and supply and provide necessary maintenance/service and should show proof for the same.
- 2. The tenderer should have sound financial background and should have average annual turnover of average Rs. 25.00 lakhs in the last three Financial Years (2019-20, 2020-21& 2021-22). Necessary audited Balance sheets, proving above requirements are to be furnished with the bid. The tenderer shall submit the copy of certificate showing turnover certified by chartered accountant.
- 3. The tenderer (Manufacturer/ Authorised Dealer / Joint Venture) must have last 3 years Income Tax Certificate (2019-2020,2020-2021,2021-2022) with pan card copy should be enclosed with the tender Bid.
- 4. The tenderer (Manufacturer/ Authorised Dealer / Joint Venture) must have experience in Manufacturing /Supplying the similar type of Battery operated vehicles and should be in the field for minimum 3 years and having their own manufacturing in India and also should have sales and service dealership in Tamil Nadu or an undertaking should be given for providing service dealership in Chennai being the successful tenderer. Necessary documentary proof for the same should be submitted along with the tender application.
- 5. The tenderer should have the order copy with completion certificate for supplying of similar type Battery Operated Vehicle (BOV) with Lead Acid Battery to the amount of not less than Rs.25.00 lakhs either from Manufacturer / Authorised Dealer or JV company during any one of the past three years (2019-2020,2020-2021,2021-2022) in single or multiple orders to any of the Govt/Quasi Govt/ Local bodies.
- 6. The Tenderer either Manufacturer or Dealer should attach proof for having sold not less than 25 Nos. of any type of Three Wheeler Battery operated vehicles in total during last 3 years (Apr 2019- Mar 2022) in single or multiple orders to any Govt/Quasi Govt/ Local bodies. The necessary work order copy and respective Completion and performance certificate signed by the competent Authority should be submitted as a documentary proof.
- 7. GST Registration Certificate should be enclosed
- 8. The tenderer should produce the similar type of Battery Operated Vehicles (Three wheeler) confirming the parameters of Lead Acid battery of 48 V-100AH and also to ensure

pay load of not less than 500Kg to the technical committee of Town Panchayat at their own expenses during technical evaluation within 15 days of intimation by the Department. Failing to comply this, the offer shall be treated as non-responsive and their technical Bid will be summarily rejected.

- 9. All pages of the Bid including where entries or amendments have been made shall be signed by the person or persons signing the Bid and to be scanned and submitted through Tender. Technical Bid, all other documents attached as documentary evidence shall be signed by the person or persons signing the Bid and to be scanned and submitted through Tender. Any Corrigendum/Addendum if uploaded in the official Tender site should also be downloaded, signed with seal, Scanned and to be uploaded again failing which the Bid will be rejected. Copy of GST and PAN card with photo duly notarized to be furnished.
- 10. The tenderer shall submit registration certificate of the company
- 11. The Tenderer should submit ICAT /ARA I certificate for Battery operated vehicles (irrespective of payload). However, the tenderer should supply battery operated vehicles with payload not less than 375 Kg and as per specifications mentioned in the Tender document.
- 12. The tenderer shall submit an undertaking from the manufacturer to supply all the spare parts required for the quoted Make and Model of Battery Operated vehicles for next 10 years.
- 13. The tenderer should submit General Arrangement Drawing of the Battery operated Vehicles with Specifications offered clearly stating the Make and Model of the Vehicle to be Quoted in this tender.
- 14. The tenderer should certify that the BOV meets all minimum technical specifications as specified in the Tender schedule. and duly fill-up the format.
- 15. The tenderer shall submit an undertaking for 1 year warranty for both vehicle and battery.
- 16. The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last three years. If the bidders or manufacturers have been banned, then this fact must be clearly stated. However, if this declaration is not furnished, the bid shall be rejected.

Note: Documentary evidence in support should be provided for the eligibility Criteria confirming for the above conditions.

Section III

INSTRUCTIONS TO BIDDERS (ITB)

A. General

3.1. Scope of Bid:

- 3.1.1 Supply of 8 Nos of Battery Operated Vehicles with Sealed Lead Acid Batteryforconservancy purpose as per specifications mentioned in Tender document. The supplier should also ensure uninterrupted, trouble-free operation of the Make& Model, quoted in the tender document. They should also ensure availability ofquality spares and prompt service throughout the life of skid steer loaders.
- 3.1.2 The successful Bidder will be expected to complete the Contract within theperiod stipulated in the Contract Data.

3.1.3 Scope of Supply:-

The scope of work involves supply of 8 Nos. of Battery Operated Vehiclesfor conservancy purpose which can be used for door to door collection ofgarbage thereby easing the conservancy operation.

3.2. Eligible Bidders

- 3.2.1.1The tenderer shall be the Reputed Manufacturer of similar type of Battery Operated vehicles (Three Wheeler and Above) or their Authorizeddealer or Joint Venture from India who are legally competent and entitledfor entering into contract as per the law of contract prevailing in India.
- 3.2.1.2In case of Joint venture, the lead bidder should either be a Manufacturer /Authorised dealer of similar type of Battery Operated vehicles .Theauthorised dealers should enclose the authorization letter from theManufacturer clearly stating that the dealer is authorised to take part in thecurrent tender and supply and provide necessary maintenance/service andshould show proof for the same.
- 3.2.2. In the case of a Joint venture
- 3.2.2.1. There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the Contract. He shall not be a member in any other joint venture for the same Contract. There shallbe a joint venture agreement executed between the parties exclusively for the projectand which shall be legally enforceable by way of attesting by a notary. This agreementshall be submitted along with the Bid.
- 3.2.2.2 All partners shall be jointly and severally liable for carrying out the supply under the contract.
- 3.2.2.3 The Lead Bidder shall be designated in the Joint venture agreement to be submittedalong with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture during the biddingprocess and in the event the contract is awarded.

- 3.2.2.4 The Lead Bidder shall be responsible for the submission of Bid and completeinformation required as per the described format, pertaining to each firm in the Jointventure and completion of contract documents and to furnish evidences admissible asper law. The Lead Bidder shall clearly identify the responsibility of other members of JointVenture.
- 3.2.2.5 The Bid documents can be purchased by any one of the prospective members of aJoint venture but shall be signed by the Lead Bidder as specified in the Joint ventureagreement which also forms the part of the Bid document.
- 3.2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with clause B/2.20
- 3.2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interestwith one or more parties in this bidding process, if:
- (a) They or their sister concern have controlling shareholders in common; or
- (b) They or their sister concern receive or have received any direct or indirect subsidy from any of them; or
- (c) They or their sister concern have the same legal representative for purposes of this bid; or
- (d) They or their sister concern have a relationship with each other, directly or throughcommon third parties, that puts them in a position to have access to information aboutor influence on the Bid of another Bidder, or influence the decisions of the Employerregarding this bidding process; or
- e) A Bidder or their sister concern participates in more than one bid for the samepackage in this bidding process. Participation by a Bidder in more than one Bid forthe same package will result in the disqualification of all Bids in which the party isinvolved. However, this does not limit the inclusion of the same subcontractor in morethan one bid; or
- (f) A Bidder or their sister concern participated as a consultant in the preparation of thedesign or technical specifications of the contract that is the subject of the Bid

3.2.5 The Bidder is not eligible to bid for Contract, if his relative (as listed below) is posted as Executive Officer or in any capacity between the grades of Assistant ExecutiveEngineer and Junior Engineer (both inclusive) in the concerned department, Suchindrum Town Panchayat. The Bidder shall also intimate the names of persons who areworking with him in any capacity or are subsequently employed by him and who are nearrelatives to any Junior Engineer or Executive Officer in the Town Panchayat of Suchindrum . Any breach ofthis condition by the Bidder would render him liable to be disqualified for the work.

3.3. Qualification of the Bidder

- 3.3.1 All Bidders shall include the following information and documents with their bids in the Prescribed format as stated in the Bid Data sheet:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of thesignatory of the Bid to commit the Bidder;
- (b) Total monetary value of business for each of the last three years;
- (c) Experience in the Contract of similar nature and size for each for the last five years and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- 3.3.2 Bids submitted by a Joint venture of only two firms as partners shall comply with thefollowing requirements, unless otherwise stated in the Bid Data Sheet:
- (a) The Bid shall include all the information listed in Sub-Clause 3.2.2 above for eachJoint venture partner;
- (b) If the Bidder is a Joint venture undertaking all the parties need not sign the biddocument provided that a Joint venture agreement and Power of attorney for theperson to sign is submitted along with the Bid. The date of signature shall be provided wherever stated.
- (c) The Bid by a partnership firm shall contain the full names and addresses of allpartners. It shall be signed in the name of the partnership firm by one of themembers of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.
- (d) Copy of the joint venture agreement with the name of partners duly attested by aNotary public and the instrument authorizing the persons to sign on behalf of the firm shall be furnished.
- (e) All partners shall be jointly and severally liable for the execution of the Contract inaccordance with the Contract terms.
- 3.3.3 The Bidders shall furnish the qualification information in the format given in section VII,unless otherwise specified in the bid Data Sheet.
- 3.3.4 Failure in performance of the contract in part or wholly, either by the tenderer or by theservice provider shall result in forfeiture of all payments due, including the SecurityDeposit and also resulting in blacklisting both the tender as well as the service provider.
- 3.4.Each Bidder shall submit only one Bid, either individually or as a partner in a Jointventure. A Bidder who submits or participates in more than one Bid (other than as asubcontractor or in cases of alternatives that have been permitted or requested) willcause all the proposals with the Bidder's participation to be disqualified.

3.5 Cost of Bidding

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of hisBid, and the Employer will in no case be responsible or liable for those costs.

3.5.2 In any case any Bidder ask for a clarification to the Bid documents before 48hours of the opening Date of the Bid, the Bid inviting authority shall ensure that a reply is sent and copies of the reply to the clarifications sought will becommunicated to all those who have downloaded the Bid documents without identifying the source of query.

CONTACT DETAILS:

For Any Queries & Clarifications about this tender please mail to suchindrum.townp@gmail.com.Contact No: 04652241399

3.6. Amendment of Bidding Documents

3.6.1. At any time after the downloading of the Bid documents and before the opening of theBid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and upload Corrigendum/addendum. Prospective bidders shallfurnish the bid taking into account the addendum / amendments, if any, issued asmentioned above and any failure in doing so will lead to consequences including rejection of Bid. Subsequent Corrigendum / Addendum of any shall be only available in Tender website.

B. Preparation of Bids

3.7 Language of Bid

- 3.7.1 All documents relating to the Bid shall be in the language specified in the General Conditions of Contract.
- 3.7.2 Where such documents are in other languages (copies of Invoice/performancecertificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents.

The attestation should be done by an officer not below the rank of general managerof the bidders organization or any notary public.

The authenticity and genuineness shall be the responsibility of the bidder.

If in future, it is proved that such documents are found to be non-genuine, orfraudulent, then corporation shall resort to cancellation of the contract; withhold anypayments including security deposit and also take legal action besides blacklisting thebidder.

This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.

3.8 Documents Comprising the Bid

The bidder before submission of the Bid should verify content of the Technical and Financial bid carefully

- 3.8.1 The Technical Bid (A) submitted by the Bidder shall comprise the following:
- a) The Bid
- b) Bid Security The scanned copy of the EMD should be submitted in Tender and the original EMD should be handed over on or before **12.07.2022 at 15.00 hrs**, in the office of the Executive Officer, Suchindrum, Kanyakumari District.
- c) Bid validity period is of 90 days.
- d) All necessary and supporting documents in the scanned form as mentioned in the Eligibility Criteria (Section II)

All the documents including bid security should be scanned and submitted through Tender. No document should be submitted other than through Tender except the financial instrument EMD in physical form.

- 3.8.2 The Financial Bid (B) submitted by the Bidder shall contain the schedule of rates and quantities duly filled:
- 1. The price of the goods, the Sub Committee met on 19.05.2022to finalize the Cost of BOVs and LCVs
- 2. The rates of taxes, GST, duties & custom duties applicable on the day of openingincluding Entry Taxshall be clearly included in the offer.

- 3. Prices quoted shall be fixed.
- 4. Charges for transportation, insurance and other incidental expenses for delivery of the equipment shall be included in the cost.
- 5. The prices, cost stated in the tender shall be in Indian Currency only.

The tenderer should quote the rates in BOQ format only which can beviewed and downloaded from the website (https://tntenders.gov.in) and to besubmitted through Tender and should not be submitted other than through Tender.

3.9 Bid Prices

- 3.9.1 The contract shall be for the supply of 8 Nos. of Battery Operated vehicles forconservancy purpose based on the priced Bill of Quantities submitted by the Bidder.
- 3.9.2 All duties, GST as per norms, Entry taxand other levies payable by the Contractorunder the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 3.9.3 If the contractor offers discount / rebate in a particular item, his bid price will be afterdeducting the discount from the original quoted price. If the contractor offers discount /rebate in the total value of work, his bid price will be same as original quoted rate, aftercalculating the total amount the discount / rebate amount is to be deducted.

3.10 Bid Security (Earnest Money Deposit)

- 3.10.1 The Bidder shall furnish, as part of the Bid, a Bid Security (Earnest Money Deposit) for anamount equal to 1% of the Estimated Contract Value or as specified in the Bid Data sheet. The Earnest Money Deposit shall be either in the form of Demand Draft or Bankers Cheque from any Nationalised/ Scheduled Bank in favour of the **Executive Officer**, **Suchindrum Town Panchayat**; which do not bear interest. Bids must beaccompanied with scanned copy of financial instrument towards bid security specified forthe supply in the above. Any bid not furnished with EMD will be rejected. The Earnest Money will be refunded to the unsuccessful bidder on applicationafter intimation is sent to the unsuccessful Tenderer tender or at the expiration of Bid validity period. Bids not accompanied by the Bid Security will be rejected. **The Bid security of the successful Bidder will not be returned**.
- 3.10.2 The Bid Security of the successful Bidder will be discharged when the Bidder hassigned the Agreement and furnished the required Performance Security.
- 3.10.3 The Bid Security will be forfeited:
- (a) If a bidder withdraws his Bid during the period of Bid validity.
- (b) If a successful Bidder fails to:
- i) Execute the agreement or

- ii) Furnish the necessary performance security within the specified time limitof 14 days from the date of issue of letter of acceptance of his bid.
- (c) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 3.16;
- 3.11The original and all copies of the Bid shall be typed or written in indelible ink and shallbesigned by a person or persons duly authorized to sign on behalf of the Bidder. Allpages of the Bid where entries or amendments have been made shall be signed by the the person or persons signing the Bid and to be scanned and submitted through Tender. All Documents scanned and uploaded should be in readable form failing which leads to error in Technical Evaluation.
- 3.11.1 The Bid shall contain no alterations or additions, except those to comply withinstructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signingthe Bid.

C. Submission of Bids

3.12.

- 3.12.1 The tenderers participating are required to follow the procedure as given below whilesubmitting their bids.
- 3.12.2 The filled up Bid documents shall be submitted up to the last date of submission asgiven in Bid Data sheet. The original financial Instrument i.e. Bid Security shall be received by the Executive Officer, **Suchindrum** Town Panchayat, Suchindrum, Kanyakumari District. on **12.07.2022 at 15.00hrs** failing which the bid shall be summarily rejected.
- 3.12.3 The Bidders should not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.

3.13. Deadline for Submission of Bids

- 3.13.1 Bids shall be delivered to the Employer at the address specified in the Bid Data sheet not later than the time and date specified in the Bid Data sheet.
- 3.13.2 The Employer may extend the deadline for submission of bids by issuing anamendment in accordance with Clause 3.6, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then besubject to the new deadline.

3.14. Late Bids

3.14.1 No Bid will be received by the Employer after the deadline prescribed in Clause 3.13.

D. Bid Opening, Evaluation and Award of Contract

3.15. Bid Opening (Tender)

- 3.15.1 The Tenders shall be opened at the specified time in the presence of attendingtenderers.
- 3.15.2 Price Bids of Tenderers who do not qualify technically shall be rejected withoutfurther consideration.
- 3.15.3 To assist in the scrutiny, evaluation and comparison of bids, the Employer may, attheir discretion, request clarifications on the bid from the tenderer.
- 3.15.4 Notwithstanding any Terms and Conditions stipulated in the tender documents, Employer reserves the right to accept or reject in part or whole any, or all the tenders received at any time prior to the award of Contract, without thereby incurring anyliability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

3.16 Correction of Errors

- 3.16.1 Bids determined to be substantially responsive will be checked by the Employerfor any arithmetic errors. Errors will be corrected by the Employer where there is a discrepancy between the amounts in figures and in words, the lowest will be taken.
- 3.16.2 The amount stated in the Bid will be adjusted by the Employer in accordance with theabove 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 inaccordance with Sub- Clause 3.10.3(c).

3.17 Notification of Award and Signing of Agreement

3.17.1 The Bidder whose Bid has been accepted will be notified of the award by the Employerprior to expiration of the Bid validity period by cable, telex, or facsimile confirmed byregistered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractorin consideration of the supply of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 3.17.2 The notification of award will constitute the formation of the Contract, subject to the Bidder Furnishing the Performance Security in accordance with Clause 3.18 and signingthe agreement.
- 3.17.3 The bidder shall have to enter into an agreement with the employer within14 days from the date of receipt of letter of acceptance. The form of agreement will have to bestamped at the stamp office at the cost of the bidder.
- 3.17.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

3.18 Performance Security (Security Deposit)

- 3.18.1 In respect of the successful tenderer, the EMD remitted along with the tender shall be converted as Security Deposit. The successful tenderer will be called upon to pay for an amount equivalent to 2% of the contract value (which includes 1% Earnest Money Deposit already paid) within 15 days from the receipt of Letter of Acceptance.
- 3.18.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause
- 3.18.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

3.19 Corrupt or Fraudulent Practices

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

- 3.19.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything ofvalue to Influence the action of a public official in the procurement process or incontract execution; and
- 3.19.2 'Fraudulent practice' means a misrepresentation of facts in order to influence theselection process or execution of a contract which is detrimental to the Employer and and and another collusive practice among the bidders during selection process, designed to to to to the total process at artificial, non-competitive levels and to deprive the Employer of the total process.
- 3.19.3 The Employer will reject a proposal for award if it determines that the Bidderrecommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.19.4 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of Town Panchayat, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with malafide intention with the only intention of bagging theorder at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the corporation

or any of its official arein no way responsible for any subsequent loss/damage arising out of such malafide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

3.20 Evaluation of bid

The bid shall be evaluated on the total cost of the following:

3.20.1 As in schedule of the price bid (B), while evaluating the total cost, the taxes, **EntryTax** and the custom duties and GST as per norms etc., applicable on the day ofquotations shall be taken into consideration .Subsequently, deductions oradditions of the taxes will not affect the ranking of the tenders. However, any or allmandatory taxes, levies, duties etc., increase may be considered on submission of proof of the same.

3.21 Rejection of bid

- 3.21.1. The tender will be rejected outright, if the tenderer
- a) EMD is not uploaded through Tender in the scanned form.
- b) Stipulates the validity period less than what is stated.
- c) Does not fill in and sign the Tender Specification of the articles and works as well as Billof Quantities and Rates completely.
- d) Submit the tender without stating the rates.
- e) Does not submit the document as mentioned as per Eligibility Criteria, Section-IIof the Tender document.
- f) Quoting for more than one make and one model of Equipment.

E. Bid Data Sheet

Bid data sheet shall be filled in by the Employer before issuance of the bidding document

Instructions to Bidders (ITB) Clause Reference	Bid Data					
	A. Genera					
(3.E.1)	-	e of bid is to Purchase o (Three Wheeler) with s cy purpose				
(3.E.2)	modified as	ication data required fron s follows: None.				
(3.E.3)	The qualific	cation criteria in Clause 3 ar	re modified as fo	llows: None.		
(3.E.4)	together in Financial Y requiremen	ears. Necessary audited Ents are to be furnished with	Balance sheets, the bid.	proving above		
	last 3 years		·			
	Year	Details of Purchaser(s)	Details of Supply	Value of Work		
(3.E.5)	2019-20 2020-21					
Total for the last 3 Years						
(3.E.6)	The amount of Bid Security shall be Rs. 12400/-					
(3.E.7)	C. Submis	sion of Bids				
(3.E.8)	The address for the purpose of Financial instrument of bid security is "The Executive Officer, Suchindrum Town Panchayat, Suchindrum 629 704".					
(3.E.9)	PRE-BID meeting for the tender will be held on 07-07-2022 at 11.00 A.M in the O/o. Executive Officer, Suchindrum Town Panchayat, Suchindrum 629 704".					
(3.E.10)	The deadline for submission of tender bids shall be 12.07.2022 @ 15.00 hrs.					
(3.E.11)	D. Bid Opening, Evaluation and Award of contract					
(3.E.12)	The opening of the Bid shall take place at "The Executive Officer, Suchindrum Town Panchayat, Suchindrum 629 704". on 12.07.2022@ 15.30 hrs.					
(3.E.13)	The Standard Form of Performance Security acceptable to the					

SECTION IV

Conditions of Contract- General Conditions

4.1 Scope of Procurement

- 4.1.1 The quantity of procurement as provided in the tender documents is of indicativenature. The actual quantity will be as drawn by the Department through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office and also in tune with such relevant clauses of Transparency in Tender act.
- 4.1.2 The Employer reserves the right to reallocate the quantities between the locations within the Purchase order quantity in case the order placed is for multiple locations.
- 4.1.3 The Employer also reserves the right to short close the order at any time during thecurrency of the contract / validity of the Purchase order before drawing the full quantity.

4.2 Packing

- 4.2.1 The equipment should be delivered at specified offices in perfect condition and nodamage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier/tenderer on his own cost.
- 4.2.2 In case the supply is to be made in bulk, the successful tenderer will be required toensure that the Bulk supply through which the material is supplied is well-equipped to facilitate smooth unloading at our locations.
- 4.2.3 In case the supplies are to be made in packed form, the details required in SpecialConditions need to be furnished on the containers.

4.3 Price

- 4.3.1 The rate / price offered by the tenderer should be open for acceptance for a minimumperiod as mentioned in Section VI Contract data, from the date of opening of thetender. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.
- 4.3.2 The tenderers are requested to quote the Unit rate including all taxes in BOQformat only, They should also specifically include Excise Duty, Education Cess,GST as per norms, Entry tax, Octroi and any other levies, if and whereapplicable. The quote should include all taxes, levies, GST as specified byGovernment of Tamilnadu.
- 4.3.3 If a particular tenderer is not registered under GST, the price quoted by him will betreated as net and inclusive of GST and any further claim made by him forreimbursement of the same on account of retrospective registration under the GST will not be entertained by

the Corporation. Any such liability for payment of GST will be wholly and exclusively that of the tenderer quoting against our tender.

- 4.3.4 The price should be firm and irrevocable and not subject to any upward revisiondue to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase / decrease in statutory levies on finishedmaterials during the scheduled delivery period will be on Employer's account onproduction of documentary evidence.
- 4.3.5 All the rates given in the tender schedule should be expressed both in words and infigures and where there is difference between the two, the lower rate will be taken intoconsideration.
- 4.3.6 The tenderers should indicate their price inclusive of packing, stencilling, handlingcost, loading, Transporting and unloading at Employer's locations.
- 4.3.7 The rate quoted should include Entry tax, if any. There will be no liability on thepart of SUCHINDRUM TOWN PANCHAYAT in any event of demand for Entrytax during or after supply. It is the sole responsibility of the tenderer to ensure thatEntry tax, if needed shall be paid by them. The quote should include all taxes,levies, specified by Government of Tamil Nadu. The Executive Officer, **Suchindrum** Town Panchayat, Bid document for purchase of 8 nos. of Battery Operated vehicles
- 4.4 Quality of the Product
- 4.4.1 The product supplied should fully conform to the purchase specification agreed whileparticipating in the tender. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the SpecialConditions. The Test Report issued by the Employer alone will be considered as final and binding on the tenderer.
- 4.4.2 The tenderer shall be responsible for the quality of the material delivered until thesame is tested and accepted by the Employer.
- 4.4.3 In the event the material delivered against the tender is found to be not inaccordance with the specifications, the entire quantity/consignment will be rejected and the tenderer will be responsible for replacement of the rejected material free ofcost and / or reimbursing the Employer for resultant losses sustained on thisaccount. Such materials will be lying at the Employer's site/ location at the risk andcost of the supplier for a period not exceeding 15 days.
- 4.4.4 The tenderer will be obliged to collect the rejected material from the Employer'spremises/ locations at his own cost, within 15 days of such notification to him in writing, failing which, the Corporation will be free to dispose of such material as it deems fitwithout any obligation whatsoever to the tenderer.
- 4.5 If necessary, The tenderer should make his own arrangement to get the Vehicleregistered permanently and getting F.C. from RTO Nagercoil for the vehicles

supplied with relevant Government Certification like ICAT or Equivalent. The actual expenditure incurred towards registration can be claimed separately.

4.6 Delivery

- 4.6.1 The delivery period indicated in the tender, or in our order, or separately in the form of aletter, from time to time, is to be strictly adhered to. In case of delay in supplying,the Employer reserves the right to ask for compensation for such late deliveries at itssole discretion. Such compensation will be payable on demand or shall be recoveredfrom the EMD or Security Deposit or from any other payment due to the tenderersfrom the Employer.
- 4.6.2 The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the tenderer in case of failure to effect supplies within the stipulated delivery period.
- 4.6.3 No exemption under any circumstances shall be given for waiver of Security Deposit.
- 4.6.4The tenderer shall complete the registration and R.T.O formalities (F.C)within 15 d a y s after the delivery. Delivery of the BOV prior to registrationshall be considered as delivery time. However, the BOV shall be registeredwithin 15 days of delivery. Delivery of the BOV at **Suchindrum** Town Panchayat specified locationsconstrues delivery as specified in the document.
- 4.6.5 Delivery period: The Battery Operated vehicles for conservancy shallbe supplied within 60 days from the receipt of Clearance Certificate from Executive Officer, **Suchindrum** Town Panchayat.

4.7 Consignee and Security of Material

Security of all material in the section where the work is in progress shall be thecontractor's responsibility and he shall arrange to guard the same fromtheft/pilferage/vandalism. The cost of providing such security shall be deemedincluded in the offer, whether or not explicitly mentioned so. In the event of any lossthe contractor shall be responsible for the same. The contractor shall insure thematerials. Any stores lost, prior to formally taking over by the Purchaser, shall bemade good by the contractor at no cost to the Purchaser.

4.8. Warranty

The goods supplied should be covered under warranty for a period of not less than 12months both for the Vehicles and Batteries, from the date of handing over /supplyof equipment whichever is earlier for manufacturing process or assembly or materialdefect on a combination of any or all of the above

4.9 Payment

- 4.9.1 The following payments shall be released:-
- 1. 90 % payment of 8 Nos of Battery Operated vehicles for conservancy willbe released after delivery of complete supply of vehicles in the name of Executive Officer,

Suchindrum Town Panchayat and after obtaining theperformance certificate from the user concerned for minimum operation of 30days and third party inspection certificate.

- 2. Remaining 10 % payment of Battery Operated vehicles for conservancy will bereleased after 60 days of satisfactory performance.
- 3. The Expenditure on permanent registration, Fitness Certificate, Road Tax and Insurance shall be reimbursed on submission of actual Challan. All the performance parameters mentioned above shall be certified by competent authorities appointed by Executive Officer, **Suchindrum** Town Panchayat.

4.7 Penalty

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplierfails to deliver any or all of the goods or perform the services within the time period(s)specified in the contract, the department shall deduct from the contract price a sumequivalent to 0.1% per each week of the delayed goods and up to a maximum deduction of 5% of the delayed supply or services. Once the maximum is reached the department may consider termination of contract.

- 4.7.1 Other than Force Majeure, under extra-ordinary circumstances the Town Panchayat ifdeemed fit may provide for extension of supply period.
- 4.8 Validity of Purchase Order
- 4.8.1 The validity of Purchase order which will be placed on the successful tenderer /tenderers shall be valid for 6 months / 1 year in case of annual Tender from the date of the Purchase order or till the time the total quantity is supplied, whichever is earlier, unless otherwise specified in Contract data.
- 4.11.2. Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above.

4.9 Force Majeure

Delivery of material is subject to Force Majeure conditions as under:

If at any time, during the currency of the contract, the performance in whole, or part byeither party or any obligation under the contract shall be prevented or delayed byreasons of any war, hostility acts of public enemy, civil commotion, sabotage, fires, "The Executive Officer, **Suchindrum** Town Panchayat, **Suchindrum** 629 704". Bid document for purchase of 8 nos of Battery Operated vehicles floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party toother, within 21 days from the date of occurrence thereof, neither party shall byreason of such event be entitled to terminate the contract nor shall either party haveany claim for damage against the order in respect of such non-performance or delay inperformance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

4.13. Termination

- 4.13.1 Termination on expiry of the Contract: The Agreement shall be deemed to havebeen automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 4.13.2 Termination on account of Force Majeure: Either party shall have the right toterminate the Contract on account of Force Majeure, as set forth in clause 4.12
- 4.13.3 Termination on account of insolvency: In the event the Successful Bidder atany time during the term of the Contract becomes insolvent or makes a voluntaryassignment of its assets for the benefit of creditors or is adjudged bankrupt, thenthe Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated for thwith.
- 4.13.4 Termination breach of contract: A breach by the Successful Bidder of itsobligations hereunder and such breach not being rectified by the Successful Bidderwithin 30 days of receipt of the Employer's notice intimating such breach. Upontermination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 4.13.5 Termination for delay: Successful Bidder shall be required to perform allactivities/services as per this conditions and specifications. If the Successful Bidderfails to do so, the Contract may be terminated by the Employer by giving 30 dayswritten notice unless the Employer has extended the period with levy of LiquidatedDamages, as per Clause 4.10 of the tender. In the event of short supply or delay in supply, the balance goods to be suppliedshall be procured from the available supplier and amount for the same will berecovered from the successful bidder besides stern action to be taken as pertender conditions.
- 4.13.6 The employer may at any time terminate the Contract by giving 30 days noticewithout assigning any reason.
- 4.13.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Employer to pay shall be limited to the period up to the date of effective termination. Not with standing the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or for bearance after such termination.
- 4.13.8 In case of termination of Contract herein set forth except under 4.13.1 and 4.13.2, the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Employer against any type of tender nor their offer will beconsidered by the Employer against any ongoing tender(s) where contract between the Employer and that particular

Contractor (as a bidder) has not been finalized] for two years from the date of termination by the Employer to such Contractor.

4.14 Disputes

Any dispute arising out of this agreement or that which may arise in future, will be resolved by taking recourse to mutual settlement in the instance, failing which the dispute will be subject to Nagercoil Jurisdiction only.

4.15 The Equipment should be so designed to ensure absolute safety to operatingpersonnel, and general public while in operation.

SECTION - V

Conditions of Contract- Special Conditions

5.1 Product Acceptance Tests

The supplied equipment shall be subjected to rigorous field tests during operation and the concerned field officers shall certify for the performance of the machinery.

5.2 Other Terms and Conditions

- 5.2.1 The Contractor shall have adequate Technical Service Support Centers to meet thecriteria for fault restoration/faulty unit repair times. The requirements for warranty shallbe as per Specifications. The Contractor shall furnish the names, locations, completepostal address, Telephone numbers and FAX numbers of all Technical support Centers atthe time of signing the Contract.
- 5.2.2 The Contractor shall also provide the name of alternate contact person or TechnicalSupport Center with address & telephone /FAX no., which may be contacted by theEmployer or its authorized agency staff for support in case of no response/poor responsefrom the designated Technical support center. This, however, shall not preclude theEmployer from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

5.3 Availability of spares

The tenderer shall state the details of availability of spares after completion of guarantee period and name of the authorized dealers etc., from where the genuine spareparts can be obtained.

5.4 Inspection

5.4.1 The department or its representative (Third party inspection) shall carry out inspection of the Battery operated Vehicles at purchaser location (Either at Manufacturers or Dealerplace). Payments for the Battery Operated vehicles shall be made only on the clearance of the third party inspection report and acceptance by the Town Panchayat officials.

- 5.5.2 The inspections and test may be conducted on the premises of the supplier or manufactureror it subcontractor(s) at point of delivery and / or at the Goods final destination. Whereconducted on the premises of the Supplier or manufacture or its subcontractor(s), allReasonable facilities and assistance including access to drawings and productions datashall be furnished to the inspectors at no charge to the department. Any to & fro travelling and stay on duty for carrying out such inspection by the purchaser's representatives shall beto the supplier's account.
- 5.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Departmentmay reject them and the supplier shall either replace the rejected goods or make allalternations necessary to meet specifications, requirements free of cost to the department. 5.5.4 The department's right to inspect, test and where necessary, reject the Good's arrival atthe departments destination shall in no way limited or waived by reason of the Goodshaving previously been inspected, tested and passed by the department or its representative prior to the Good's transportation from the manufacturer's Workshop or Godown.
- 5.5.5 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.
- 5.5.6 All the inspection Expenditure including the third party inspection charges will have to beborne by the tenderer

5.5.7 Insurance

The Goods supplied under the contract shall be fully insured in a freely convertiblecurrency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special conditions of Contract.

SECTION VI Contract Data

The name of the Contract	:	Purchase of 8 Nos of Battery Operated vehicles with Sealed Lead Acid Batteryfor conservancy purpose
Identification number of the Contract	:	
Contract Period	:	90 days
Performance Security	:	4 %
Contract Value	:	Total contract value of Rs.12.40 lakhs which is inclusive of supply of 8 Nos of Battery operated Vehicles with Sealed Lead Acid Battery
Warranty/ Maintenance Period	:	12 months of normal Warranty for both vehicles and Batteries

SECTION VII 7.1. DECLARATION BY THE BIDDER/TENDERER

I/We								here	eby ded	clare	that
I/Weam/are	not	in	any	way	related	to	any	officer	who	is	in
chargeof							or hav	ing contro	ol of this	s wor	'k as
referredITB. I	/We agi	ree th	at if, at	any sta	ge, it is fou	nd tha	t this de	eclaration	is untru	e, the	bid
Security/perfo	ormance	e seci	urity pa	id by m	e/us will b	e forfe	eited an	d the con	ıtract er	ntered	lliw t
standcancelle	ed at the	e risk	and co	st of co	ontractor. It	is un	derstoo	d that the	relation	nship	with
theofficer refe	erred to	herei	n will be	e restrict	ted to those	e refer	red in I	ΓВ.			
Signature of t	he bidd	ler Pla	ice:								
Date:											

7.2. Letter of Bid
(Location)
(Date)
From
(Name & Address of the Bidder)
То
Dear Sir/Madam,
Sub: Tender for the Purchase of 8 Nos of Battery Operated vehicles (Three wheeler
) withSealed Lead Acid Batteryfor conservancy Purpose
We, the undersigned, confirm that we meet all the qualification criteria given in the Tender
Document
We are submitting this tender for our eligibility for the above assignment.
Our Proposal is binding upon us and subject to the modifications resulting from contract
negotiations,up to expiration of the validity period of the Proposal, i.e. [Date].
Our attached financial proposal is inclusive of the all taxes, duties etc.
We undertake that, in competing for (and, if the award is made to us, in executing) the above
contract, we will strictly observe the laws against fraud and corruption in force in India namely
"Prevention of Corruption Act 1988".
We understand you are not bound to accept any Proposal you receive.
Yours sincerely,
Authorised signatory:
Name and title of Signatory: Name of Firm:
Address:

7.3. Qualification Information7.3.1 PARTICULARS OF THE TENDERER

Name of the Tenderer	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	
Address of the Branch / Office Quoting against the Tender	
Address of the Factory	

Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Registration No. & Date	
Registered under (give details under which Act the Company is registered)	
Whether the item is completely manufactured in Tenderer's Factory	Yes / No
Testing facilities available	
Whether there is any ISI Registration, if so, details thereof	
ISO Registration	
List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the item(s) quoted for have been supplied earlier with details of value of order	

and year of execution		
Annual Turnover in the last 3 years		
State GST Registration No.		
Central GST Registration No.		
Names of the Bankers		
Note: For providing the above informate	tion, if re	equired, separate sheet may be enclosed.
	Date	Signature
		Name
		Designation
		Address
		Email ID

7. 3.2 APPLICATION INFORMATION SHEET

Application Information				
Bidder's Legal Name				
In the case of Joint Venture/				
Consortium/Group, legal name of each				
Partner				
Bidder's actual or intended year of				
constitution				
Bidder's legal address in country of Constitution				
Bidder's authorized representative (name, address, telephone no., e-mail address)				
Attached are copies of the following original documents 1. In the case of single entity, articles of incorporation or constitution of the legal entity named above. 2. Power of attorney to represent the firm or JV/consortium /group named above.				
3. In case of JV power of attorney for lead member of consortium by other JV partner				

Signature of Bidder

7. 3.3 JOINT VENTURE INFORMATION SHEET DETAILS OF PARTNER(S) OTHER THAN LEAD PARTNER

Partner	
Partner's legal name	
Partner's year of constitution	
Partner's Legal address in country of	
Constitution	
Partner's authorized representative	
(name, address, telephone no; fax	
And e-mail address)	

Signature of Bidder

7.3.4 FINANCIAL STATEMENT (DATA FOR PREVIOUS THREE YEARS - IN INDIAN RUPEES)

a. Information from Balance Sheet

b.

Year	2019-20	2020-21	2021-22
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

b. Information from Income Statement

Year	2019-20	2020-21	2021-22
Total Revenue			
Profit before Tax			

Attached are copies o	f financial statements	(balance sheets inc	cluding schedules and			
income statements) for the last three years, as indicated above, complying with the						
following conditions						
All such documents i	eflect the financial s	situation of the bidd	er Historical financial			
statements must be au	udited by a certified ch	nartered accountant				
Historical financial st	atements must be c	complete, including	all schedules to the			
financial statements						

Note: Bidder and Each member of JV/consortium/group must furnish details separately in this form.

Signature of Bidder

7. 3.5 TOTAL ANNUAL TURNOVER

(Bidder and/or Each member of Joint Venture/consortium/group must fill in this form)

Profit after tax

TOTAL ANNUAL TURNOVER FOR THE LAST THREE FINANCIAL YEARS							
Year	Indian Rupee						
2019-20							
2020-21							
2021-22							
Total							

Signature of Bidder

7. 3.6 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS ENGAGED AS A LEAD PARTNER

(Each bidder or member of JV/consortium/group must fill in this form)

SI No	Name & Address of client	Brief Scope of the Work	Purchase Order (P.O) No. & Date of issue of P.O.	cost of Procure ment (in Rs)	Type & amount ofportion sublet byyou	Period of Contract	Whether the copies of the purchase orders / contracts from the client as required, is attached?		
							Yes/	Pg. No. on	
							No	the proposal	

7. 3.7 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS WORKING IN JOINT VENTURE

(Each bidder or member of JV/consortium/group must fill in this form)

SI No	Name & Address of client	Brief Scope of the Work	Purchase Order (P.O) No. & Date of issue of P.O.	cost of Procure ment (in Rs)	Type & amount of portion sublet by you	Name with who m you are in JV	Period of Contract	copie purchas contract client as	ther the so of the se orders / s from the s required, ached?
								Yes/ No	Pg. No. on the proposal

Signature of Bidder

7. 3.8 PRESENT ASSIGNMENTS IN, WHICH BIDDER FIRM IS WORKING AS PARTNER

(INDICATE PLACE OF WORK FOR WHICH FIRM IS RESPONSIBLE)

(Each bidder or member of JV/consortium/group must fill in this form)

SI No	Name & Address of client	Brief Scope of the Work	Purchase Order (P.O) No. & Date of issue of P.O.	cost of Procure ment (in Rs)	Type & amount of portion sublet by you	Name of Lead Partner and other Partners with whom you are in JV	Period of Contract	cop purch / con the	ether the ies of the hase orders tracts from client as quired, is tached?
								Yes /	Pg. No. on

				No	the proposal

Signature of Bidder

7. 3.9 DETAILS OF SUB CONTRACTOR AND THEIR RESPONSIBILITES

(Applicable in case of subletting)

SI No	Name & Address of Sub Contractor	Responsibility	Value of work to be sublet.	Other contracts that the sub- contractor is engaged in

Signature of Bidder

7. 3.10 COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER

(DURING LAST 3 YEARS)

(Each bidder or member of JV/consortium/group must fill in this form)

SI No	Name & Type of project/ works and its location	Brief techni cal descri ption	Name & Addres s of client	Period of contract	Cost of project (in Rs)	Type & amount of portion sublet by you		ear pletion	Reaso ns for delay if any
							Sched uled	Actual	

Signature of Bidder

7. 3.11 COMPLETED WORKS IN WHICH FIRM WAS IN JOINT VENTURE

(DURING LAST 3 YEARS)

(Each bidder or member of JV/consortium/group must fill in this form)

SI No	Name & Type of project/ works and its	Brief technic al descrip tion	Name & Addres s of client	Cost of Project (in Rs)		Period of contract (as provided in the agreement)		ur of olletion	Reasons for delay if any
				Entire	yours		Sched uled	Actual	

Signature of Bidder

7.4 DECLARATION
i) I
Proprietor / Partner / Director of
Do hereby declare and undertake as under:
ii) That in the capacity of Contractor by M/s
with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 by obtaining a valid
license under the Act and the Rules thereto and similarly under Factories Act.
wherever applicable.
iii) I will pay the wages in accordance with the Minimum Wages Act to all my employees.
iv) That I abide to recover the Employees Provident Fund and the Employees' Insurance contributions (both Employees and employers contribution) from the payment of bills every month.
v) My Code Nos. for E.S. I and E.P.F. are
vi) I, authorize to recover the contributions towards Tamil Nadu Manual Workers (Regulationsof Employment and Conditions of Work) Act, 1982 fund at the percentage prescribed by the Government from time to time.
vii) I further declare and undertake that in case of any liability pertaining to my employees is tobe

discharged by the Principal Employer for my lapse, I undertake to reimburse the sameor the

Principal Employer is authorized to deduct the same from my dues as payable.

- viii) I will maintain the Registers and records about the Contract labour employed underSection 29 of Labour (Regulation & Abolition) Act whenever applicable.
- (ix) I shall not employ any child labour in worksite / establishment and other places.

SIGNATURE OF BIDDER.

SECTION VIII SCHEDULE (A)

Purchase of 8 Nos of Battery Operated vehicles

(A) TECHNICAL SPECIFICATION

SI No	Description	Our Specifications	Available
	Battery operated	Vehicles having 3 wheels should be Robust	
1.	vehicles having	in construction for and carrying of collected	
	3 wheels- Design	Municipal Solid Waste.	
		Ladder type welded construction	
		consisting of two symmetrical beams/ rails/	
	Chassis	channels running the length of the cart	
2.	Construction	with transverse cross - members	
	Construction	connecting them fabricated using CRC MS	
		square pipes of suitable size with Anti	
		Rust Proof powder coating .	
3.	Dimensions of cart	Overall Length: 2760mm + 5% Tolerance	
3.	Differisions of Cart	Overall width : 1000mm + 5% Tolerance	
4.	Motor	Brushless DC Motor 1500W/60V Original	
5.	Transmission	Single central axis differential drive with	
J.	Hansinission	Both forward and reverse direction	
6.	Ground Clearance	160 mm To 170mm	
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	
		a).Dimension: Not less than1400mm x	
		1000mm x 450mm (LXBXH). b) Should be	
10.	Rear Cargo Box	fabricated using MS Sheet. MS Square	
10.	Size (LxBxH)	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 0.6 mm. f) Flooring should be	
		made of M.S Sheet of thickness not less	
		than 1.6 mm.	
		than 1.0 mm.	
	Grade ability		
11.	(Climbing ability	7 degree (Minimum)	
12.	Brake System	Double Rear drum Pedal Type	
12.	Diake System	Front: 3.75 - 12 (6PR) - 1 No.	
10	WHEELS &TYRES		
13.	WHEELS & LIKES	Rear: 3.75 - 12 (6PR) - 2 Nos.	
	0 11 0 11	Spare tyre assy 1 No.	
14.	Seating Capacity	Cushioned seat to accommodate 2 Person	
		Weather proof complete metal enclosed	
15.	Cabin	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.	
10.	Caoperiolori	Rear: Leaf spring with hydraulic shocker	
17.	Charger	15 Amp S[4PS Charger	
		Accessories:.	
		1). Head lamp, Speedo Meter, front & rear	
		indicators should be provided.	
10	Accessing	2) Fire Extinguishers.	
18.	Accessories	3) Functional safety by providing circuit	
		breaker (MCB)	
		4) Public Addressing System	
		5) GPS tracking	
40	Datter C "	100 AH - 48 V. Reputed Brand Sealed	
19.	Battery Capacity	Lead Acid	
20.	Charging Duration	not More than 10 hours	
	warranty for	The successful bidder should provide one	
21.	warranty for	year warranty for vehicles including repair	
	vehicles	and replacement	
	warranty for Sealed	The successful bidder should provide	
22.	Lead Acid Battery	three years warranty for Sealed Lead Acid	
L	<u> </u>		

**For the first one year the operation and Maintenance cost per BOV shall be the responsibility of the supplier.

SECTION IX

Security Forms

FORM OF ADVANCE PAYMENT GUARANTEE

(Bank Guarantee)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper tobe in the name of Executing Bank. The executing Bank shall be from a Scheduled Bank/Nationalised Banks in India having a net worth of more than Rupees Five billion)

Ref.No
Date
The Executive Officer
SUCHINDRUM TOWN PANCHAYAT
Dear Sir,
Reg : Bank Guarantee
n consideration of SUCHINDRUM TOWN PANCHAYAT (hereinafter referred to as the
Employer" which expression shall, unless repugnant to the context or meaning there
nclude its successors, administrators and assigns), having awarded
(Name of the Contractor) (hereinafter referre
o as the "Contractors" which expression shall unless repugnant to the context or meaning
hereof, include its successors, administrators, executors and assigns), a contract by issu
of Employer's Contract Agreement dated and the same having bee
nequivocally accepted by the Contractor resulting in a Contract valued at
orName of Wor
hereinafter called the "Contract") and the Employer having agreed to make (scope of wor
an advance payment to the Contractors for performance of the above Contract amounting
o(in words and figure
asan advance against Bank Guarantee to be furnished by the Contractors.
Ve, (Name of the Bank)
naving its Head Office at (hereinafter referred to as the "Bank", which expression sha

The Employer shall have the fullest liberty without affecting any way the liability of the Bank under thisguarantee, from time to time to vary the advance or to extend the time for performance of the Contractby the Contractors. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractors any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omissions or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractors and notwithstanding any security or other guarantee the Employer may have in relation to the Contractors liabilities.

Notwithstanding	anything	conta	ned	her	ein ab	ove our	lial	bility u	nder	this	gua	rantee is
limitedto			and	it	shall	remain	in	force	up	to	and	including
	@*				and s	hall be e	xter	nded fro	om tii	ne to	o time	e for such
period (not excee	eding oney	/ear), a	as ma	y be	e desir	ed by						(Name of
theContractor)												
Dated this			da	ay o	f			at				

WITNESS	
	(Signature of authorized Bank Official)
(Signature)	(Name)
	(Designation with Bank stamp)
(Name)	Power of Attorney (To be enclosed)
	Power of Attorney No Date
(Office Address)	

@ The date will be ninety (90) days after the date of completion of Contract

FORM OF BID SECURITY (BANK GUARANTEE)

WHERE	AS,						(Name	of Bidder)	(hereir	nafter
called "	theBidde	r") has subr	nitted his	bid da	ted			(D	ate) fo	r the
{Nameo	fWork)								(here
inafter	called	"theBid").	KNOW	ALL	MEN	by	these	presents	that	We
						(Nam	ne		ofE	Bank)
of					(Nam	ne of	Country) having ou	ır regis	tered
officeat.						. (he	reinafter	called "the	Bank") are
bound u	ınto				(I	Name	of Empl	oyer) (herei	nafter c	alled
"the Em	ployer") i	nthe sum of					for	which paym	ent wel	I and
truly to I	be made	to thesaid E	mployer th	ne Bank	binds h	imsel	f, his suc	cessors and	d assigr	าร by
these pr	esents.									
SEALE	O with the	e Common S	eal of the	said B	ank this			day of		
THECO	NDITION	IS of this obli	gation are):						

- 1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
- 2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the instruction to Bidders: or
- 3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period f bid validity:
- a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required : or
- b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- c. Fails or refuses to furnish the Domestic Preference Security, where required.

We undertake to pay to the Employer up to the above amount upon receipt of his firstwritten demand, without the Employer having to substantiate his demand, provided that inhis demand the Employer will note that the amount claimed by him is due to him owing tothe occurrence of all of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date of 162 days after the deadline forsubmission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Anydemand in respect of this Guarantee should reach the Bank not later than the above date.

DATE
SIGNATURE OF THE BANK
SEALOF THE BANK
SIGNATURE OF THE WITNESS
Name and address of thewitness

EARNEST MONEY DEPOSIT REFUND FORM From To
Sir,
Sub : Tender No
For the work of
I have tendered for the above work enclosing E.M.D. for Rs In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I givebelow my advance receipt for the amount duly stamped.
Yours faithfully

ADVANCE STAMPED RECEIPT

Received from	Rs
Towards refund of E.M.D. furnished	by me along with my tender for the work of
	Remitted inchallan dated
	Signature of the Tenderer
Recommendation of the Head of the	Department
	Signature and Designation
	Signature and Designation

SECTION - X

Form of Agreement

To be stamped with Rs.20/- valued Non-judicial adhesive stamps before Signing the Agreement.

Executive Officer				
Suchindrum Town	Panchayat.			
Contract for the sup	pply			
By M/s				
		AGREEMENT		
AGREEMENT	MADE	THEday	y of	Two
thousandand		between		
Messrs				
(herein after	reffered to as	s the contractor) of the	one part and the Corporati	ion of the
Cityof Chennai (he	re in after cal	lled the purchaser) of the	e other party.	
Where as t	the contracto	or has agreed to supp	ly to the purchaser the	materials
mentioned inthe spe	ecification wit	th operation and mainten	ance for a period of three y	ears and
schedulesattached	here to at	the prices and in the	manner and upon the te	erms and
conditions herein a	ıfter mention	ned , and where as the	contractor has deposited	with the
purchaser of thefoll	owing securit	ties.		
1. Chalan No. & dat	e of			
Tender deposit amo	ount. Rs			
2.Additional security	y amount. Rs	S		
To be forfeited in th	e event of his	s failing duly and faithfully	y to perform this contract.	
Now these p	resents witn	ess that for carrying out	the said agreement in his b	oehalfinto

The term 'Contract 'shall include these presents and the tender schedules and specifications here to annexed and the specification, plans and drawings hereinand hereafter referred to.

execution, the contractor and the purchaser do here by mutually, covenant, declare contract and agree each of them with other of them in the manner following (that is to say).

The term 'Contractor shall mean the persons firms or company with whom the orderfor the supply is placed and shall be deemed to include the contractor' ssuccessors (if approved by the purchaser) representatives, heirs, executors and administrators unless excluded by the contract.

The term" Executive Officer" shall mean the Executive Officer of the SUCHINDRUM TOWN PANCHAYAT. For the time being.

- 1. The Contractor shall sell and the purchaser shall purchase the quantities ofmaterials specified here in.
- 2. The **Suchindrum** Town Panchayatshall be the sole judge upon allmatters relating to the meaning and the consequence of the specification and conditions of this contract.
- 3. The supplied materials shall be the very best quality and shall comply with theconditions and stipulations specified here in. All materials taken from the contractorshall be inspected by an officer of the Engineering Department not belowthe rank of an Assistant Executive Engineer and the decision of the Executive Engineer as to qualify shall be final and binding the both parties.
- 4. Time shall be considered as the essence of this contract on the part of the contractorand in case the contractor shall fail to complete the delivery of any part of thematerials to be supplied under this contract within the time which the period ofcompletion may have been extended under the powers herein given or if in theopinion of the Executive Engineer, the contractor shall not be making delivery at such arate as will ensure complete delivery within the time given , it shall be lawful for the Executive Officer of the SUCHINDRUM TOWN PANCHAYAT without prejudice to hisremedy to obtain the materials from any other person or persons and any additional expenses so incurred shall be payable by the contractor.
- 5. If at any time during the continuance of this agreement of contractor shall in the opinion of the. Executive Officer have been delayed in doing any supplyordered by reasons of any lock-outs, Strikes, riots, mutinies, wars, fire, storms, tempest or other unexpected exceptional causes the time may be extended by the Executive Officeras he may consider reasonable.
- 6. All expenses damages, and other moneys payable to the corporation by thecontractor under any stipulations in this contact may be retained out of any moneysthen due to which may subsequently become due from the corporation to thecontractor under this or any other contract and in case such moneys then due or tobecome due to the contractor by the corporation shall be insufficient to pay such saidexpenses ,damages and moneys, it shall be lawful for the Executive Officer of thecorporation to sell and dispose of any or all of the securities deposited by thecontractor and out of proceeds of such sale to reimburse and pay to the purchaserall the said expenses, damages, and moneys and in case such proceeds of sale of thesaid securities shall be insufficient., then it shall alsolawful for the purchaser to

- recover the residue of the such said expenses, damages, andmoneys, if necessary, by legal proceedings against the contractor.
- 7. The contractor shall submit bills in duplicate duly stamped and pre-receipted to the Executive Engineer for payments for the supply of machines and when Executive Engineer shallrecommend for payment of the bills to the Account Section.
- 8. The contractor shall be paid for the materials at the rates given herein on submission of certificates of the Executive Engineer that the materials have been supplied to his entiresatisfaction.
- 9. The contract shall not be assignable by the contractor.
- 10. In case the contractor shall fail or neglect or refuse to observe perform, fulfil and keep allor any one or more of the covenants, stipulations and provisions herein contained itshall be lawful for the Executive Officer of the SUCHINDRUM TOWN PANCHAYAT, without prejudice and in addition to all and every others of remedies herein before contained on behalf of the owner on any such failure, neglect as refusal as afore said by writingunder his hand to put an end to this agreement and on the expiry of seven days from the date of service of the writing this agreement shall cease and be void except in respect if any prior action or omission.
- 11. All certificates, or notices of orders for time or for extra varied or altered works which are tobe the subject and extra or varied charges whether do described in the contract or not shallbe in writing and unless in writing shall not be valid or binding or be of any effect of any effect what so ever.
- 12. **PENALTY CLAUSE**: In case of delay in delivery of material, the purchaser may at hisoption, impose a penalty calculated at the rate of **0.1% per week of the delayed goodsand up to a maximum deduction of 5% of the delayed supply or services as pertender conditions** of such portion only of the quantity as have not been delivered on thespecified date. Such reduction shall be in full satisfaction of the supplier's liability for thedelay but shall not in any case exceed five per cent of the value. Once the maximum reached, the department may consider termination of contract.
- 13. Applicable only for companies exempted from payment of Security Deposits. In case the contractor shall fail or neglect or refuse to observe, perform fulfil or keep allof any one of the conditions stipulated in the tender agreement the contractor shallpay the security deposit amount for the actual loss incurred by the purchaser whichever is less. Further exemption /concessions available to them hither to will be withdrawn.
- 14. Replacement of defective materials should be done.
- 15. Court Jurisdiction only in Nagercoil
- 16. All the Conditions in the tender form, TT Act, and any other correspondence from SUCHINDRUM TOWN PANCHAYAT shall be part of this agreement.

- 17. All indents of orders shall by designed by one or other of the following Officers of the Corporation viz., the Executive Officer, the Officer-in-charge
- 18. All the said materials supplied by the Contractor under this contract

Quality of articles to be supplied shall be of the best quality.

19. Rejection and Appeal

All the said materials supplied by Contractor under the contract shall be **Inspected** subject to the inspection acceptance or rejection of the following officer of the Corporation viz., the Engineer the Superintending Engineer or any other Officer duly authorized by theaforesaid officer respectively, for the time being or of any or either of such officers who areherein after referred to as an Inspecting Officer.

20. Removal and Replacement of Articles.

Such of the items found to be defective and need to be replaced shall be removedfrom the Corporation premises within 3 days failing which suitable Demurragecharges will be levied.

In witness there of the Contractor Messrs.....

And the Executive Officer, SUCHINDRUM TOWN PANCHAYAT acting for and onbehalf of the SUCHINDRUM TOWN PANCHAYAT and under the direction of the SUCHINDRUM TOWN PANCHAYAT, have set their hands the day and the year firstabove written.

Signature of the Contractor Over his status seal.

Attestation by Notary Public in the Case of Out station Contractor.

The Executive Officer

.The Common seal of the Town Panchayat

Was here under duly affixed () Executive Officer

In the presence of ()

In Witness where of I here unto affix my Signature

Executive Officer

SECTION XI

Bill of Quantities

COVER 'B'

SCHEDULE OF QUANTITY AND RATES

SI. No.	Description	Quantity (Nos.) (A)	Basic Rate per unit (Rs.) (B)	GST (Rs.) for supply at 5% (C)	Total Amount incl. of GST (Rs.) A * (B+C)	In Figures (Rs.)
	Supply					
	Battery Operated vehicles (
	Three Wheeler) with					
	Sealed Lead Acid Battery					
	for conservancy purpose as					
	per tender specification					
	(including GST , all Taxes,					
	as per norms, Levies,					
	Transportation Charges,					
	Entry tax, Transit Insurance					
	and Other Charges if any)					

CONDITIONS.

Tender should specify the Make & Model without fail.

- 1) The bidders are requested to quote the rate in the BOQ format only through Tender and should not fill in the above table. Other formats will not be accepted and liable for rejection.
- 2) The tenderer should supply the Battery operated Vehicles Equipment in compliance withthe specification mentioned in the Schedule "A"
- 3) The quote should include all taxes, GST as per norms, levies, Entry Tax including thoseSpecified by Government of Tamil Nadu.
- 4) Under no circumstances shall any conditional Tender be accepted.

5) Tenderer should quote rate for one make and one model of the Equipment

The rates mentioned above should include Entry Tax, Local Taxes, CustomsDuties, Excise Duties, any mandatory levies etc. Terms such as "Local Taxes extra" should not bementioned.

The rate quoted should include Entry tax, if any. There will be no liability on the partof Executive Officer **Suchindrum** Town Panchayat in any event of demand for Entry tax after supply ofmachine. It is the complete responsibility of the tenderer to ensure that Entry tax, if neededshall be paid by them.

Tenderer's Signature & Stamp / Seal Address

SECTION XII

	CHECKLIST TO BE FILLED BY THE TENDERER (COMPULSORY)						
S.No	PARTICULARS	Encl	osed				
1.	EMD in favour of Executive Officer, Suchindrum Town Panchayat.	Yes	No				
2.	The tenderer shall be the Reputed Manufacturer of similar type of Battery Operated vehicles (Three Wheeler and Above) or their Authorized dealer or Joint Venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India. In case of Joint venture, the lead bidder should either be a Manufacturer / Authorised dealer of similar type of Battery Operated vehicles .The authorised dealers should enclose the authorization letter from the Manufacturer clearly stating that the dealer is authorised to take part in the current tender and supply and provide necessary maintenance/service and should show proof for the same.						
3.	The tenderer should have sound financial background and should have average annual turnover of average Rs. 25.00 lakhs in the last three Financial Years (2019-2020, 2020-2021, 2021-2022). Necessary audited Balance sheets, proving above requirements are to be furnished with the bid. The tenderer shall submit the copy of certificate showing turnover certified by chartered accountant						
4.	The tenderer (Manufacturer/ Authorised Dealer / JointVenture) must have last 3 years Income TaxCertificate (2019-2020, 2020-2021, 2021-2022) with pancard copy should be enclosed with the tender Bid.						
5.	The tenderer (Manufacturer/ Authorised Dealer /Joint Venture) must have experience inManufacturing /Supplying the similar type ofBattery operated vehicles and should be in the fieldfor minimum 3 years and having their ownmanufacturing in India and also should have salesand service dealership in Tamil Nadu or anundertaking should be given for providing servicedealership in Chennai being the successfultenderer. Necessary documentary proof for thesame should be submitted along with the tenderapplication.						
6.	The tenderer should have the order copy withcompletion certificate for supplying of similar typeBattery Operated Vehicle (BOV) with Lithium ion orLead Acid Battery to the amount of not						

	less than Rs.25.00 lakhs either from Manufacturer / Authorised	
	Dealer orJV company during any one of the past three	
	years(2019-2020, 2020-2021, 2021-2022) in single or	
	multipleorders to any of the Govt/Quasi Govt/ Local bodies	
	The Tenderer either Manufacturer or Dealer shouldattach proof for	
7.	having sold not less than 50 Nos. Ofany type of Three Wheeler	
	Battery operated vehiclesin total during last 3 years (Apr 2019-	
	Mar 2022)in single or multiple orders to any Govt/Quasi	
	Govt/Local bodies . The necessary work order copy andrespective	
	Completion and performance certificatesigned by the competent	
	Authority should besubmitted as a documentary proof.	
8.	GST Registration Certificate should be enclosed	
	(Current GST upto 03/2022 should be enclosed)	
	The tenderer should produce the similar type ofBattery Operated	
	Vehicles (Three wheeler) confirming the parameters of Sealed	
	Lead Acid Battery of 48V-100AH and also to ensure pay load of	
9.	not less than375Kg to the technical committee of Town Panchayat	
9.	at theirown expenses during technical evaluation within 15days of	
	intimation by the Department. Failing tocomply this, the offer shall	
	be treated as nonresponsiveand their technical Bid will be	
	summarilyrejected.	
	All pages of the Bid including where entries oramendments have	
	been made shall be signed by theperson or persons signing the	
10.	Bid and to be scannedand submitted through Tender. Technical	
	Bid, allother documents attached as a documentary evidenceshall	
	be signed by the person or persons signing theBid and to be	
	scanned and submitted through Tender.Any	
	Corrigendum/Addendum if uploaded inthe official Tender site	
	should also be downloaded, signed with seal, Scanned and to be	
	uploaded againfailing which the Bid will be rejected. Copy of GST	
	andPAN card with photo duly notarized to be furnished.	
11.	Is copy of registration certificate of thecompany enclosed.	
12.	The Tenderer should submit ICAT /ARA I certificate forBattery	
	operated vehicles (irrespective of payload). However, the tenderer	
	should supply battery operatedvehicles with payload not less than	
	375 Kg and as perspecifications mentioned in the Tender	
	document.	
13.	Whether an undertaking from themanufacturer to supply all the	
	spare parts requiredfor the quoted Make and Model of Battery	

	Operatedvehicles for next 10 years.	
	Whether General ArrangementDrawing of the Battery operated	
14.	Vehicles withSpecifications offered clearly stating the Make	
	andModel of the Vehicle to be Quoted in this tender, is enclosed.	
15.	Whether the bidder certify the BOV meets allminimum technical	
	specifications as specified in the Tender schedule. and duly fill-up	
	the format.	
16.	Whether undertaking for 1 yearwarranty for vehicle and 3 years	
	warranty for battery is submitted.	
17.	Whether undertaking from the manufacture to supply all the spare	
	parts required for the quoted make and model of Battery	
	Operated vehicles for next 10 years.	
18.	The Manufacturers or the bidders have not been banned /	
	blacklisted by any Government 'or' Semi- Government	
	Department 'or' PSU during last three years. If the bidders or	
	manufacturers have been banned, then this fact must be clearly	
	stated. However, if this declaration is not furnished, the bid shall	
	be rejected.	
18.	Documentary evidence in support should be uploaded for the	
	eligibility Criteria confirming for the above conditions	