

**BID DOCUMENT FOR**  
**Purchase of 2 Nos of Battery Operated vehicles (Three Wheeler)**  
**with Sealed Lead Acid Battery for conservancy purpose**

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**SECTION 1**  
**TECHNICAL BID**

## Tender Notice

A1/284/2022.-

Dt. 23062022Tender under two

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

Sl. No.	Name of Work	Approximate value of Work	EMD	Eligibility	Last date and time of submission
1.	Purchase of 2 Nos of Battery Operated vehicles (Two Wheeler) with Sealed Lead Acid Battery for conservancy purpose	3,10,000.00	3100.00	As per conditions mentioned in the Sec.II – Eligibility Criteria	12.07.2022 3.00 PM

1. The tender details can be downloaded from website <http://tntenders.gov.in> till 3.00 p.m. on **12.07.2022** 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, Agasteeswaram Town Panchayat** in 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, Agasteeswaram 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 Bank Guarantee drawn from any Nationalized / Scheduled Bank in favour of the **Executive Officer, Agasteeswaram Town Panchayat**, Banker's cheque; which do not bear interest and should submit in the first cover and drawn in favour of Executive Officer and validity should be minimum 90 days.
6. **The Executive Officer, Agasteeswaram 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 Sealed 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 Sealed 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 500 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 2 Nos of Battery Operated Vehicles with Sealed Lead Acid Battery for conservancy 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 of quality 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 the period stipulated in the Contract Data.

**3.1.3 Scope of Supply:-**

The scope of work involves supply of 2 Nos. of Battery Operated Vehicles for conservancy purpose which can be used for door to door collection of garbage thereby easing the conservancy operation.

**3.2. Eligible Bidders**

3.2.1.1 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.

3.2.1.2 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.

**3.2.2. 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 shall be a joint venture agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall 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 submitted along 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 bidding process and in the event the contract is awarded.

3.2.2.4 The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint Venture.

3.2.2.5 The Bid documents can be purchased by any one of the prospective members of a Joint venture but shall be signed by the Lead Bidder as specified in the Joint venture agreement 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 interest with 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 through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) A Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) A Bidder or their sister concern participated as a consultant in the preparation of the design 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 Executive Engineer and Assistant Engineer (both inclusive) in the concerned department, Agasteeswaram Town Panchayat. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Junior Engineer or Executive Officer in the Town Panchayat of Agasteeswaram. Any breach of this 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 the signatory 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 the following 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 each Joint venture partner;
- (b) If the Bidder is a Joint venture undertaking all the parties need not sign the bid document provided that a Joint venture agreement and Power of attorney for the person 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 all partners. It shall be signed in the name of the partnership firm by one of the members 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 a Notary 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 in accordance 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 the service provider shall result in forfeiture of all payments due, including the Security Deposit 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 Joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause 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 his Bid, 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 48 hours 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 be communicated to all those who have downloaded the Bid documents without identifying the source of query. In any case any Bidder ask for a clarification to the Bid documents before 48 hours of the opening of the Bid, the Bid inviting authority shall ensure that a reply is sent and copies of the reply to the clarifications sought will be communicated 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 [aqmt866@gmail.com](mailto:aqmt866@gmail.com). Contact No: 04652 270866.**

### **3.6. Amendment of Bidding Documents**

3.6.1. At any time after the downloading of the Bid documents and before the opening of the Bid , the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and upload Corrigendum/addendum.. Prospective bidders shall furnish the bid taking into account the addendum / amendments, if any, issued as mentioned 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/performance certificates), 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 manager of 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, or fraudulent, then corporation shall resort to cancellation of the contract; withhold any payments including security deposit and also take legal action besides blacklisting the bidder.

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 **12.07.2022** at 3.00 pm in the office of the Executive Officer, Near Mutharamman Kovil, Melasalai , Agasteeswaram, Agasteeswaram Post. **629701**, 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 19.05.2022 to finalize the Cost of BOVs and LCVs

2. The rates of taxes, GST, duties & custom duties applicable on the day of opening including Entry Tax shall 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.

### **3.9 Bid Prices**

3.9.1 The contract shall be for the supply of 2 Nos. of Battery Operated vehicles for conservancy purpose based on the priced Bill of Quantities submitted by the Bidder.

3.9.2 All duties, GST as per norms, Entry tax and other levies payable by the Contractor under 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 after deducting 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, after calculating 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 an amount 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 Bank Guarantee drawn from any Nationalised/ Scheduled Bank in favour of the Executive Officer, Agasteeswaram Town Panchayat; Banker's cheque; which do not bear interest. Bids must be accompanied with scanned copy of financial instrument towards bid security specified for the supply in the above. Any bid not furnished with EMD will be rejected. The Earnest Money will be refunded to the unsuccessful bidder on application after 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 be returned.

3.10.2 The Bid Security of the successful Bidder will be discharged when the Bidder has signed 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 limit of 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;

3.11 The original and all copies of 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 signed by 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 with instructions 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 signing the Bid.

### **C. Submission of Bids**

#### **3.12.**

3.12.1 The tenderers participating are required to follow the procedure as given below while submitting their bids.

3.12.2 The filled up Bid documents shall be submitted up to the last date of submission as given in Bid Data sheet. The original financial Instrument i.e. Bid Security shall be received by the Executive Officer, Near Mutharamman Kovil, Melasalai Agasteeswaram, Agasteeswaram Post. 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 an amendment 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 be subject 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 attending tenderers.

3.15.2 Price Bids of Tenderers who do not qualify technically shall be rejected without further consideration.

3.15.3 To assist in the scrutiny, evaluation and comparison of bids, the Employer may, at their 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 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.

### **3.16 Correction of Errors**

3.16.1 Bids determined to be substantially responsive will be checked by the Employer for 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 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 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 Employer prior to expiration 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 the Employer will pay the Contractor in 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 signing the agreement.

3.17.3 The bidder shall have to enter into an agreement with the employer within 14 days from the date of receipt of letter of acceptance. The form of agreement will have to be stamped 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 **Within 14 days** after receipt of the Letter of Acceptance/ work order, the successful Bidder shall deliver to the Employer a Performance Security. The Performance Security (Security Deposit) will be 1% of the contract amount as in the form of Demand Draft in favour of Executive Officer, AGASTEESWARAM TOWN PANCHAYAT; However it is open to the Executive Officer to insist on higher deposit as per rules in force.

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 of value to Influence the action of a public official in the procurement process or in contract execution; and

3.19.2 ‘Fraudulent practice’ means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the Employer and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.

3.19.3 The Employer 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.

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 corporation, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide intention with the only intention of bagging the order 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 are in no way responsible for any subsequent loss/damage arising out of such mala fide 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, **Entry Tax** and the custom duties and GST as per norms etc., applicable on the day of quotations shall be taken into consideration .Subsequently, deductions or additions of the taxes will not affect the ranking of the tenders. However, any or all mandatory 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 Bill of 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-II of 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			
	<b>A. General</b>			
(3.E.1)	The Scope of bid is to Purchase of 2 Nos of Battery Operated vehicles (Three Wheeler) with Sealed Lead Acid Battery for conservancy purpose			
(3.E.2)	The qualification data required from bidders in Clause 3.2 are modified as follows: None.			
(3.E.3)	The qualification criteria in Clause 3 are modified as follows: <i>None</i> .			
(3.E.4)	The Bidders should have total turnover of 25.00 Lakhs, put together in last three Financial Years. Necessary audited Balance sheets, proving above requirements are to be furnished with the bid.			
(3.E.5)	Experience in the supply and installation of products/goods for the last 3 years			
	Year	Details of Purchaser(s)	Details of Supply	Value of Work
	2019-20			
	2020-21			
	2021-22			
			Total for the last 3 Years	
(3.E.6)	The amount of Bid Security shall be Rs. 3,100/-			
(3.E.7)	<b>C. Submission of Bids</b>			
(3.E.8)	The address for the purpose of Financial instrument of bid security is “The Executive Officer, Agasteeswaram Town Panchayat, Agasteeswaram 629 701”.			
(3.E.9)	PRE-BID meeting for the tender will be held on 07-07-2022 at 3.00 P.M in “The Executive Officer, Agasteeswaram Town Panchayat, Agasteeswaram 629 701”.			
(3.E.10)	The deadline for submission of tender bids shall be 12.07.2022 @ 3.00 P.M.			
(3.E.11)	<b>D. Bid Opening, Evaluation and Award of contract</b>			
(3.E.12)	The opening of the Bid shall take place at “The Executive Officer, Agasteeswaram Town Panchayat, Agasteeswaram 629 701”. on 12.07.2022 @ 3.30 P.M.			
(3.E.13)	The Standard Form of Performance Security acceptable to the Employer shall be as enclosed.			



## **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 indicative nature. 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 the currency 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 no damage 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 to ensure 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 Special Conditions 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 minimum period as mentioned in Section VI - Contract data, from the date of opening of the tender. 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 BOQ format only, They should also specifically include Excise Duty, Education Cess, GST as per norms, Entry tax, Octroi and any other levies, if and where applicable. The quote should include all taxes, levies, GST as specified by Government of Tamilnadu.

4.3.3 If a particular tenderer is not registered under GST, the price quoted by him will be treated as net and inclusive of GST and any further claim made by him for reimbursement 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 revision due 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 finished materials during the scheduled delivery period will be on Employer's account on production of documentary evidence.

4.3.5 All the rates given in the tender schedule should be expressed both in words and in figures and where there is difference between the two, the lower rate will be taken into consideration.

4.3.6 The tenderers should indicate their price inclusive of packing, stencilling, handling cost, 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 the part of AGASTEESWARAM TOWN PANCHAYAT in any event of demand for Entry tax during or after supply. It is the sole responsibility of the tenderer to ensure that Entry tax, if needed shall be paid by them. The quote should include all taxes, levies, specified by Government of Tamil Nadu. The Executive Officer, Agasteeswaram Town Panchayat, Bid document for purchase of 2 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 while participating in the tender. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the Special Conditions. 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 the same is tested and accepted by the Employer.

4.4.3 In the event the material delivered against the tender is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the tenderer will be responsible for replacement of the rejected material free of cost and / or reimbursing the Employer for resultant losses sustained on this account. Such materials will be lying at the Employer's site/ location at the risk and cost 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's premises/ 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 fit without any obligation whatsoever to the tenderer.

4.5 If necessary, The tenderer should make his own arrangement to get the Vehicle registered 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 a letter, 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 its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the tenderers from 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.

4.6.4 The tenderer shall complete the registration and R.T.O formalities (F.C) within 15 days after the delivery. Delivery of the BOV prior to registration shall be considered as delivery time. However, the BOV shall be registered within 15 days of delivery. Delivery of the BOV at Agasteeswaram Town Panchayat specified locations construes delivery as specified in the document.

4.6.5 Delivery period: The Battery Operated vehicles for conservancy shall be supplied within 30 days from the receipt of Clearance Certificate from Executive Officer, Agasteeswaram Town Panchayat.

#### 4.7 Consignee and Security of Material

Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. The cost of providing such security shall be deemed included in the offer, whether or not explicitly mentioned so. In the event of any loss the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser, shall be made 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 12 months both for the Vehicles and Batteries, from the date of handing over /supply of equipment whichever is earlier for manufacturing process or assembly or material defect 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 2 nos of Battery Operated vehicles for conservancy will be released after delivery of complete supply of vehicles in the name of Executive Officer, Agasteeswaram Town Panchayat and after obtaining the performance certificate from the user concerned for minimum operation of 30 days and third party inspection certificate.

2. Remaining 10 % payment of Battery Operated vehicles for conservancy will be released 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, Agasteeswaram Town Panchayat.

#### 4.7 Penalty

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails 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 sum equivalent 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 if deemed 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 by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, civil commotion, sabotage, fires, "The Executive Officer, Agasteeswaram Town Panchayat, Agasteeswaram 629 701". Bid document for purchase of 2 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 to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance 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 have been 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 to terminate 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 at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the 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 forthwith.

4.13.4 Termination breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, 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 all activities/services as per this conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the Employer by giving 30 days written notice unless the Employer has extended the period with levy of Liquidated Damages, as per Clause 4.10 of the tender. In the event of short supply or delay in supply, the balance goods to be supplied shall be procured from the available supplier and amount for the same will be recovered from the successful bidder besides stern action to be taken as per tender conditions.

4.13.6 The employer may at any time terminate the Contract by giving 30 days notice without 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. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance 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 be considered 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 operating personnel, 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 the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per Specifications. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.

5.2.2 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no., which may be contacted by the Employer or its authorized agency staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude the Employer 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 spare parts 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 Dealer place). 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 manufacturer or its subcontractor(s) at point of delivery and / or at the Goods final destination. Where conducted on the premises of the Supplier or manufacture or its subcontractor(s), all Reasonable facilities and assistance including access to drawings and productions data shall 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 be to the supplier's account.

5.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Department may reject them and the supplier shall either replace the rejected goods or make all alternations 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 at the departments destination shall in no way limited or waived by reason of the Goods having 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 be borne by the tenderer

**5.5.7 Insurance**

The Goods supplied under the contract shall be fully insured in a freely convertible currency 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 2 Nos of Battery Operated vehicles with Sealed Lead Acid Battery for conservancy purpose
Identification number of the Contract	:	
Contract Period	:	30 days
Performance Security	:	4 %
Contract Value	:	Total contract value of Rs. 3.10 lakhs which is inclusive of supply of 2 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 ..... hereby declare that I/We am/are not in any way related to any officer who is in charge of.....or having control of this work as referred ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid Security / performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

Signature of the bidder Place:

Date:

## 7.2. Letter of Bid

..... (Location)

..... (Date)

From

(Name & Address of the Bidder)

To

Dear Sir/Madam,

**Sub : Tender for the** Purchase of 2 Nos of Battery Operated vehicles ( Three wheeler) with Sealed Lead Acid Battery for 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 Information

#### 7.3.1 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 information, if required, separate sheet may be enclosed.

Date \_\_\_\_\_

Seal \_\_\_\_\_

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)	
<p>Attached are copies of the following original documents</p> <ol style="list-style-type: none"><li>1. In the case of single entity, articles of incorporation or constitution of the legal entity named above.</li><li>2. Power of attorney to represent the firm or JV/consortium /group named above.</li><li>3. In case of JV, power of attorney for lead member of consortium by other JV partner</li></ol>	

Signature of Bidder

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

<b>Partner</b>	
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

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
<b>Total Revenue</b>			
<b>Profit before Tax</b>			
<b>Profit after tax</b>			
<p>Attached are copies of financial statements (balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions</p> <p>All such documents reflect the financial situation of the bidder Historical financial statements must be audited by a certified chartered accountant</p> <p>Historical financial statements must be complete, including all schedules to the financial statements</p>			

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)

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

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	cost of Procurement (in Rs)	Type & amount of portion	Period of Contract	Whether the copies of the purchase orders / contracts from the client as
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			<b>P.O.</b>		<b>sublet by you</b>		<b>required, is attached?</b>	
							<b>Yes/ No</b>	<b>Pg. No. on the proposal</b>

Signature of Bidder

### 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)

<b>SI No</b>	<b>Name &amp; Address of client</b>	<b>Brief Scope of the Work</b>	<b>Purchase Order (P.O) No. &amp; Date of issue of P.O.</b>	<b>cost of Procure ment (in Rs)</b>	<b>Type &amp; amount of portion sublet by you</b>	<b>Name with who m you are in JV</b>	<b>Period of Contract</b>	<b>Whether the copies of the purchase orders / contracts from the client as required, is attached?</b>	
								<b>Yes/ No</b>	<b>Pg. No. on the proposal</b>

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 Procurement (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	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
								Yes / No	Pg. No. on 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 technical description	Name & Address of client	Period of contract	Cost of project (in Rs)	Type & amount of portion sublet by you	Year of Completion		Reasons for delay if any
							Scheduled	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 location	Brief technical description	Name & Address of client	Cost of Project (in Rs)		Period of contract (as provided in the agreement)	Year of Completion		Reasons for delay if any
				Entire	yours		Scheduled	Actual	

Signature of Bidder

#### 7.4 DECLARATION

i) I ..... S/o.....  
..... Proprietor / Partner / Director of .....  
..... Do hereby declare and undertake as under:

ii) That in the capacity of Contractor by M/s..... I will comply 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 ..... & ..... and both the Employees, Employers contributions will be remitted by me in my code numbers and copy of the remittance challans will be produced. In case, if I am failing to remit, I will inform wage rates of employees to the Principal employer so that they can remit Employees' State Insurance Contribution & Employees Provident Fund contribution (both for employer and employee) and authorize them to make deductions from the payment of bills.

vi) I, authorize to recover the contributions towards Tamil Nadu Manual Workers (Regulations of 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 to be discharged by the Principal Employer for my lapse, I undertake to reimburse the same **or** 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 under Section 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 2 Nos of Battery Operated vehicles**

**( A ) TECHNICAL SPECIFICATION**

SI No	Description	Our Specifications	Available
1.	Battery operated vehicles having 3 wheels– Design	Vehicles having 3 wheels should be Robust in construction for and carrying of collected Municipal Solid Waste.	
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: 2760mm + 5% Tolerance Overall width : 1000mm + 5% Tolerance	
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 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	
10.	Rear Cargo Box Size (LxBxH)	a).Dimension: Not less than 1400mm x 1000mm x 450mm (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 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.	
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 S[4PS Charger	
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. Reputed Brand Sealed Lead Acid	
20.	Charging Duration	not More than 10 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	

\*\*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 to be 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

AGASTEESWARAM TOWN PANCHAYAT

Dear Sir,

Reg : Bank Guarantee

In consideration of AGASTEESWARAM TOWN PANCHAYAT (hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns), having awarded to ..... (Name of the Contractor)..... (here in after referred to as the "Contractors" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement dated ..... and the same having been unequivocally accepted by the Contractor resulting in a Contract valued at ..... for Name of Work:..... (hereinafter called the "Contract") and the Employer having agreed to make (scope of work) an advance payment to the Contractors for performance of the above Contract amounting

to..... (in words and figures)  
..... as an advance against Bank Guarantee to be furnished by the Contractors.

We, ..... (Name of the Bank) .....,  
having its Head Office at (hereinafter referred to as the "Bank", which expression shall,  
unless repugnant to the context or meaning thereof, include its successors, administrators,  
executors and assigns), do hereby guarantee and undertake to pay the Employer  
immediately on demand and or, all monies payable by the Contractors to the extent of  
..... as aforesaid at any time up to ..... @\* ..... without any  
demur, reservation, contest, recourse or project and/or without any reference to the  
Contractors. Any such demand made by the Employer on the Bank shall be conclusive and  
binding notwithstanding any difference between the Employer and the Contractors or any  
dispute pending before any Court, Tribunal, Arbitrator or any other authority, we agree that  
the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till  
the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting any way the liability of the Bank  
under this guarantee, from time to time to vary the advance or to extend the time for  
performance of the Contract by 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 contained herein above our liability under this guarantee is limited  
to..... and it shall remain in force up to and including ..... @\*  
..... and shall be extended from time to time for such period (not  
exceeding one year), as may be desired by ..... (Name of the  
Contractor).....

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

WHEREAS, ..... (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated ..... (Date) for the {Name ..... of Work).....(hereinafter called "the Bid"). KNOW ALL MEN by these presents that We ..... (Name of Bank) of ..... (Name of Country) having our registered office at..... (hereinafter called "the Bank") are bound unto ..... (Name of Employer) (hereinafter called "the Employer") in the sum of ..... for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... THE CONDITIONS of this obligation 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 of 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 first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the 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 for submission 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. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....  
SIGNATURE OF THE BANK.....  
SEAL OF THE BANK.....  
SIGNATURE OF THE WITNESS.....  
Name and address of the witness.....

**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  
give below 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 in challan ..... dated .....

Signature of the Tenderer

Recommendation of the Head of the Department

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  
Agasteeswaram Town Panchayat.

Contract for the supply

By M/s.....

**AGREEMENT**

AGREEMENT MADE THE.....day of..... Two thousand  
and.....between.....

Messrs.....

.....( herein after referred to as the contractor ) of the one part and the Corporation of the  
City of Chennai ( here in after called the purchaser ) of the other party.

Where as the contractor has agreed to supply to the purchaser the materials  
mentioned in the specification with operation and maintenance for a period of three years  
and schedules attached here to at the prices and in the manner and upon the terms and  
conditions here in after mentioned , and where as the contractor has deposited with the  
purchaser of the following securities.

1. Chalan No. & date of

Tender deposit amount. Rs.....

2. Additional security amount. Rs.....

To be forfeited in the event of his failing duly and faithfully to perform this contract.

Now these presents witness that for carrying out the said agreement in his behalf into 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 'Contract' shall include these presents and the tender schedules and specifications here to annexed and the specification, plans and drawings herein and hereafter referred to.

The term 'Contractor' shall mean the persons firms or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (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 AGASTEESWARAM TOWN PANCHAYAT. For the time being.

1. The Contractor shall sell and the purchaser shall purchase the quantities of materials specified here in.

2. The Agasteeswaram Town Panchayat shall be the sole judge upon all matters 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 the conditions and stipulations specified here in. All materials taken from the contractor shall be inspected by an officer of the Engineering Department not below the 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 contractor and in case the contractor shall fail to complete the delivery of any part of the materials to be supplied under this contract within the time which the period of completion may have been extended under the powers herein given or if in the opinion of the Executive Engineer, the contractor shall not be making delivery at such a rate as will ensure complete delivery within the time given, it shall be lawful for the Executive Officer of the AGASTEESWARAM TOWN PANCHAYAT without prejudice to his remedy 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 Engineer have been delayed in doing any supply ordered 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 Engineer as he may consider reasonable.

6. All expenses damages, and other moneys payable to the corporation by the contractor under any stipulations in this contract may be retained out of any moneys then due to which may subsequently become due from the corporation to the contractor under this or any other contract and in case such moneys then due or to become due to the contractor by the corporation shall be insufficient to pay such said expenses ,damages and moneys, it shall be lawful for the Executive Officer of the corporation to sell and dispose of any or all of the securities deposited by the contractor and out of proceeds of such sale to reimburse and pay to the purchaser all the said expenses, damages, and moneys and in case such proceeds of sale of the said securities shall be insufficient., then it shall also lawful for the purchaser to recover the residue of the such said expenses , damages, and moneys , 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 shall recommend 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 entire satisfaction.

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 all or any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Executive Officer of the AGASTEESWARAM 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 writing under 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 to be the subject and extra or varied charges whether do described in the contract or not shall be 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 his option, impose a penalty calculated at the rate of **0.1% per week of the delayed goods and up to a maximum deduction of 5% of the delayed supply or services as per tender conditions** of such portion only of the quantity as have not been delivered on the specified date. Such reduction shall be in full satisfaction of the supplier's liability for the delay but shall not in any case exceed five per cent of the value. Once the maximum is 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 all of any one of the conditions stipulated in the tender agreement the contractor shall pay 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 AGASTEESWARAM 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 the aforesaid officer respectively, for the time being or of any or either of such officers who are herein 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 removed from the Corporation premises within 3 days failing which suitable Demurrage charges will be levied.**

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

And the Executive Officer, AGASTEESWARAM TOWN PANCHAYAT acting for and on behalf of the AGASTEESWARAM TOWN PANCHAYAT and under the direction of the AGASTEESWARAM TOWN PANCHAYAT, have set their hands the day and the year first above 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**

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity (Nos.) (A)</b>	<b>Basic Rate per unit (Rs.) (B)</b>	<b>GST (Rs.) for supply at 5% (C)</b>	<b>Total Amount incl. of GST (Rs.) A * (B+C)</b>	<b>In Figures (Rs.)</b>
	<b>Supply</b>					
	Battery Operated vehicles ( Three Wheeler ) with Sealed Lead Acid Battery for conservancy purpose as per tender specification (including <b>GST</b> , 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 with the specification mentioned in the Schedule "A "
- 3) The quote should include all taxes, GST as per norms, levies, Entry Tax including those Specified 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, Customs Duties, Excise Duties, any mandatory levies etc. Terms such as "Local Taxes extra" should not be mentioned.

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

Tenderer's Signature & Stamp / Seal  
Address

## SECTION XII

<b>CHECKLIST TO BE FILLED BY THE TENDERER (COMPULSORY)</b>			
<b>S.No</b>	<b>PARTICULARS</b>	<b>Enclosed</b>	
		<b>Yes</b>	<b>No</b>
1.	EMD in favour of Executive Officer Agasteeswaram Town Panchayat.		
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 / 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.		
5.	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.		
6.	The tenderer should have the order copy with completion certificate for supplying of similar type Battery Operated Vehicle (BOV) with Lithium ion or 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		
7.	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.		
8.	GST Registration Certificate should be enclosed		
9.	The tenderer should produce the similar type of Battery Operated Vehicles ( Three wheeler ) confirming the parameters of Sealed Lead Acid Battery of 48V-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 nonresponsive and their technical Bid will be summarily rejected.		
10.	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 a 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.		
11.	The tenderer shall submit registration certificate of the company		
12.	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 500 Kg and as per specifications mentioned in the Tender document.		
13.	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.		
14.	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.		
15.	The tenderer should certify that the BOV meets all minimum technical specifications as specified in the Tender schedule. and duly fill-up the format.		
16.	The tenderer shall submit an undertaking for 1 year warranty for vehicle and battery.		
17.	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		