



Nagpur Smart and Sustainable City Development Corporation Limited, Nagpur (NSSCDCL)

Tender No.: NSSCDCL/TENDER/01/2021

March-2021

B2 - Tender for the Work regarding procurement of 4-wheeler Electric Vehicle for NSSCDCL, Nagpur

Items	Description
Name of the Project	Tender for the Work regarding procurement of 4-wheeler Electric Vehicle for NSSCDCL, Nagpur
Bid document download start Date & Time	28 th March 17.00 hrs
Queries	Queries to be e-mailed to ceonsscdcl@gmail.com on or before 3 rd April 2021 15:00 Hr
The document can be downloaded from	e-Tendering portal of Government of Maharashtra web site https://mahatenders.gov.in
Last Date & Time of Submission of Bid through e-portal	12 th April 2021, 15:00 hours
Date and Time for the opening of Technical Bid "Packet A."	12 th April 2021, 17:00 Hour
Date and Time for the opening of Financial Bid "Packet B"	Shall be informed to the Qualified Technical Responsive Bidder

Signature of Tenderer

Signature of Chief Executive Officer
NSSCDCL, Nagpur

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Disclaimer

The information contained in tender or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by NSSCDCL including their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and neither an offer nor invitation by NSSCDCL to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their offers (the “Bids”) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by NSSCDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the NSSCDCL including their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents and associated documents, may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NSSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NSSCDCL including their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way for participation in the Bidding Process.

The tendering process is being carried out by the NSSCDCL and payment of the said work shall be done through NSSCDCL. NSSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

NSSCDCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that the NSSCDCL is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and NSSCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

SCHEDULE 'A'

NSSCDCL invites Tenders in B-2 form through E-Tendering system from Bidder regarding the Tender for the Work to purchase of 4-wheeler electric vehicle for NSSCDCL, Nagpur. Blank Tender forms will be available from 28/03/2021 11.00Hrs up to 12/04/2021 15:00 hrs on E-Tendering website www.mahatenders.gov.in to download the blank tender; the bidders shall pay tender cost through online payment in favour of NSSCDCL. The Tender should be submitted through E-Tendering system only on the website www.mahatenders.gov.in before 12/04/2021 upto 15:00 hrs.

The Tender shall be published through NSSCDCL, Nagpur

1. Name of work Tender for the Work regarding procurement of 4-wheeler Electric Vehicle for NSSCDCL, Nagpur
2. Period of Sale of Tender Documents From 28/03/2021 to 12/04/2021 downloaded from official web site (www.mahatenders.gov.in)
3. Cost of Each Tender Form Rs. 500/-+18% GST Total Rs.590 Payable through online (www.mahatenders.gov.in) payment only in favour of Nagpur Smart and Sustainable City Development Corporation Limited Online receipt for the same should be uploaded with the technical documents
4. Earnest Money Deposit (EMD) Rs.25000 (Rupees Twenty Five Thousand) Payable through only online (www.mahatenders.gov.in) payment only in favour of Nagpur Smart and Sustainable City Development Corporation Limited. Only online receipt for the same should be uploaded with the technical documents.
5. Last Date of Receipt of Tender 12/04/2021 Up To 15:00 Hours
6. Date and Time of Opening of Technical Bid 12/04/2021 at 17:00 Hour

7. (Eligibility Criteria)

PQ. No.	Pre-Qualification Requirements	Documents to be submitted
PQ 1	The Sole Bidder should be a company registered under Indian Companies Act, 1956 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	(Attested of Copy of REGISTRATION CERTIFICATE)

PQ. No.	Pre-Qualification Requirements	Documents to be submitted
PQ 2	Original Equipment manufacturer (OEM) certificate or authorized dealership/distributorship certificate as applicable.	(Attested of Copy of REGISTRATION CERTIFICATE)
PQ 3	The Sole Bidder or, in case of Consortium, the Lead Bidder should have average annual turnover of 6 lakhs (Six Lakhs) or above during the last 3 financial years (i.e. 2017-18, 2018-19 and 2019-20)	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant clearly citing the average turnover for last 3 financial years
PQ 3	The Lead bidder should have a positive net worth as on 31 st March 2020	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant certificate with the format provided
PQ 5	Bidder should have successfully delivered 05 vehicle from the publishing date of this tender.	Work order along with Completion Certificate OR Invoice/ Sales Copy
PQ 6	The bidders should not have been blacklisted/ banned/ suspended by any government organization at any point of time in India	A self-certified letter signed by the Authorized Signatory of the Bidders. Refer Annexure – VI
PQ 7	Tenderer or firm shall submit copy	GST certificate and PAN card.

8. Selection of Bidder

- Detailed Tender Notice, Bid is adjudged, subject to the provisions of criteria mentioned in schedule “A” and financial criteria mentioned in schedule ‘B’, the Bidder who qualifies the condition mentioned in Schedule ‘A’ and quotes the **lowest financial offer** as per Schedule ‘B’ shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- In the event that two or more Bidders quote the same lowest financial offer, the technical capability of the tied bidders will be compared and the bidder whose technical capability is highest amongst the tied bidder will be declared as the Selected Bidder.
- In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lowest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Bidder shall be the Selected Bidder.
- In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for

consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

- e) After selection, a **Letter of Acceptance** (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- f) After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the selected bidder to execute the Agreement within the period prescribed by the Authority. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
9. Bid Validity Period The offer of the contractor shall remain valid for 180 days from the date of opening of tender
10. Security Deposit 2.00% of Tender Acceptance Amount in the format provided in
11. Work Completion Period 15 days
12. Price Variation Clause No price variation clause applicable
13. The bidder must have to submit the technical bid in Hard Copy in Single envelop system before opening of the tender (Address: The Office of the Chief Executive Officer, NSSCDCL, 7th Floor, Shri Chhatrapati Shivaji Maharaj, New Administrative Building, Civil Lines, Nagpur India – 440 001) Phone No. +91-0712- 2567037. The online Tender for the said work shall be submitted as specified in the www.mahatenders.gov.in rules Bidder shall submit the technical bid
14. As per Government of Maharashtra circular, GST has been come into account from 1st July, 2017 so henceforth while quoting tender, Tenderer has to consider the GST factor (GR No. शासन परिपत्रक क्र – जीएसटी -२०१७/प्र.क्र.८१/कराधान/ दि.१९/०८/२०१७ आणि दि ११/०९/२०१७) Offer Tender cost shall be inclusive of all applicable taxes and other charges/cost. No extra cost shall be payable separately. As per BoQ bidder has to assess the GST and quote accordingly. If any issue arises in quoting wrong of taxes the bidder shall be solely responsible for it. It is responsibility of bidder to quote and arrive at appropriate value of percentage of applicable GST.
15. The GST Amount as applicable as mentioned in Schedule –‘B’ will be paid separately on work done amount at the time of bill.
16. CEO NSSCDCL, reserved the right of accept or reject any tender
17. Time to time all amendments regarding tender condition from NSCCDCL are liable for every bidder.
18. Joint Venture is not allowed.

NOTE: - Tender conditions mentioned in SCHEDULE- 'A' will supersede tender condition mentioned in Detailed Tender Notice to the Bidder, General Conditions of Contract, Special Condition of Contract & elsewhere in Tender document wherever applicable.

Signature of Tenderer

Signature of CEO, NSSCDCL, Nagpur

TERMS OF REFERENCE (TOR)

To promote the green mobility NSSCDCL intended procure Electric vehicle (4 wheeler). The specification requirements of the e-Vehicle is mentioned below;

Item and Specifications

Specification	Items	
DIMENSIONS	Overall Length (mm)	Minimum 4000
DIMENSIONS	Overall Width (mm)	Minimum 1600
DIMENSIONS	Overall Height (mm)	Minimum 1500
DIMENSIONS	Wheelbase (mm)	Minimum 2550
ELECTRIC MOTOR	Electric Motor Type	Permanent Magnet Synchronous Motor (PMSM)
ELECTRIC MOTOR	Power (ps)	More than 125
ELECTRIC MOTOR	Torque (kgm)	More than 35
HIGH VOLTAGE BATTERY & CHARGING	TYPE	Lithium-ion Polymer
HIGH VOLTAGE BATTERY & CHARGING	Capacity (kWh)	39.2
HIGH VOLTAGE BATTERY & CHARGING	AC Charging (0-100%)**	Approx 6 h 10 min
HIGH VOLTAGE BATTERY & CHARGING	DC Charging	Approx 57 min(0-80%) @50 kW
AUTOMATIC TRANSMISSION	TYPE	Single Speed Reduction Gear
SUSPENSION	Front	Mcpherson Strut Type
SUSPENSION	Rear	Multi - Link
BRAKES	Front	Disc
BRAKES	Rear	Disc
Batteries Warranty	3 years	
Vehicle must come with foot mat, seat with cover		
Colour : Polar White		
The rates of the vehicle must be inclusive of transportation charges and transient insurance to the destination + GST as applicable		
Warranty: 3 years		

Note: The Single time charge range of vehicles should be greater than 430km and same should be certified by Automotive Research Association of India (ARAI)

Safety Feature

- Airbag: Driver & Passenger Side & Curtain
- ABS with EBD (Electronic Break Distribution)
- Electronic Stability Control (ESC)
- Vehicle Stability Management (VSM)
- Hill Assist Control (HAC)
- Parking Assist: Reverse Parking Sensors, Rear Camera with Dynamic Guidelines
- Rear Fog Lamp
- Tyre Pressure Monitoring System (High Line)
- Automatic Headlamps

- Headlamp Escort Function
- All 4 Disc Brakes
- Central Locking
- Impact Sensing Auto Door Unlock
- Speed Sensing Auto Door Lock
- Rear Defogger with Timer
- Seatbelt Reminder (Driver + Passenger)
- High Speed Alert
- Seat Belt pretensions - Driver & Passenger
- Immobilizer
- ISOFIX
- Virtual Engine Sound System
- Electronic Dual Shell Horn
- Burglar Alarm

Exterior

- Headlamps: LED Headlamps (Bi-function), Auto-levelling Function, Cornering Lamps, LED DRL & Positioning Lamps
- LED Tail lamps
- Body Colour White
- Rear Skid Plate
- Sporty Roof Rails
- Turn Indicators on Outside Mirrors
- Rear Spoiler with HMSL
- R17 Alloy Wheels
- Micro Antenna

Interior

- Black Interiors
- Leather Seats
- Leather wrapped Steering Wheel
- Soft Touch Pad on Dashboard
- Inside Door Handles - Metal Paint
- Metal Pedals
- Digital Instrument Cluster with Supervision
- Infotainment and connectivity

Seating

- 10-way Power Driver Seat with Lumbar Support
- Front Ventilated + Heated Seats
- Front Seat Adjustable Headrest with Sliding Function
- Rear Seat Center Headrest
- Rear Seat Adjustable Headrests
- 60:40 Split Rear Seat
- Touchscreen Display Audio with Radio, USB & AUX
- Smartphone Connectivity to Apple, Android
- Front & Rear Speakers

SCHEDULE 'B'

Please refer to the e-portal for the Price schedule to be filled by the Bidder

Name of Work: -

Tender Id: NSSCDCL/TENDER/01/2021

Sr. No	Description of Item	Bidder to fill their rate (Rs. Per Unit) (in figure and words) Inclusive of GST and all applicable taxes and RTO Registration Charges		Total Amount Inclusive of GST and all applicable taxes and RTO Registration Charges (INR)
1.	2.	3.		4
	Tender for the Work regarding procurement of 4-wheeler Electric Vehicle for NSSCDCL, Nagpur	Quantity (Numbers)	Rate quoted by the Bidder	
		01		

Note: Rate should be quote in INR. Offer Tender cost shall be inclusive of all applicable taxes. No extra cost shall be payable separately. As per BoQ bidder has to assess the GST and quote accordingly. If any issue arises in quoting wrong of taxes the bidder shall be solely responsible for it. It is responsibility of bidder to quote and arrive at appropriate value of percentage of applicable GST.

Important Note: The rates quoted should be for single complete unit with F.O.R. delivery at Nagpur (Urban) only. The rates quoted should be inclusive of Ex-showroom price at Nagpur inclusive of GST applicable, Insurance Charges (for 1 year) and Vehicle Registration & Lifetime Tax paid Charges as applicable.

Total Amount with GST Rs. –

(In Words -----)

DETAILED TENDER NOTICE TO CONTRACTOR

GENERAL CONDITIONS OF CONTRACT

1. The Tenderer are requested to go through and read carefully the tender documents before submitting the same through electronic media.
2. Tenderer should upload Technical Document by scanning and upload online.
3. Commercial document should contain the rate chart only.
4. Technical Documents should contain all related document like Registration certificate under shop and Establishment, PAN Card, GST certificate, Authorization certificate of Principal Company, financial turnover certificate, current GST return challan/receipt, income tax return, Commercial documents should contain rates quoted there in and submitted online.
5. The Nagpur Municipal Corporation is not bound to accept the lowest tender and may accept any tender in part or full. No tenderer can back out of the contract on the ground that his tender has not been accepted in full.
6. The decision of CEO, NSSCDCL regarding all questions relating the terms and conditions of this contract shall be final conclusively and legal binding on the parties of the contract.
7. On breach of any of the terms and conditions of the tender by the Successful Tenderer, the CEO, NSSCDCL shall be entitled to terminate the tender/ contract and to forfeit the earnest money deposit/security deposit or the balance thereof that may at the time be remaining and to retain the same towards the recovery of damages or losses.
8. If the full tender is rejected, the earnest money deposit with the tender shall be refunded.

IMPORTANT TERMS & CONDITIONS:

1. All Taxes, duties etc, as per government orders may be deducted on every bill submitted by the contractor.
2. That during warranty/guarantee period the supplier will have to repair the said vehicle for any defect arriving without any charge.
3. RTO registration according has to be done by successful tenderer, without this e-vehicle will not be accepted by NSSCDCL and any losses arriving by it will be sole responsibility of the successful tenderer. The e-vehicle should be ARAI certified, successful tender should submit the model approval certificate for the RTO registration.

Special Term's & Condition's

1. Any equipment of vehicle found Broken, cracked, or without proper Finishing during inspection by NSSCDCL Officer, Nagpur shall have to be replaced by the Successful Tenderer at his own risk and cost, in any case.
2. Penalty Clause: The e-vehicle must be supplied within prescribed days from the date of work order, failing with penalty shall be deducted from the bill of Successful Tenderer @ ½ % per week of total cost of The e-vehicle subject to maximum limit of 5% of the total cost of machine, after which the contract can be terminated and the successful tenderer shall have no claim for any losses.
3. All items/spares, etc of the E-vehicle ordered shall be of current design/latest model and manufacture. The Successful Tenderer shall warrant that sufficient spares and servicing facilities shall be available at Nagpur to maintain the e-vehicle in use through-out its life. Maintenance cost/expenses per year for 1 years that is going to be incurred of the completion of warranty/guarantee period should be quoted
4. At the Time of delivery of e-vehicle, Successful Tenderer must provide to the purchaser a detailed schedule of all necessary for the daily maintenance.
5. Tool Kit, Accessories, Stepney of vehicle must be provided by the Successful Tenderer.
6. That during the warrant/guarantee period, the Successful Tenderer will have to repair for any defects arising without any charge. NSSCDCL will not borne any charge required for transportation of e-vehicle for repair. However, this clause will not come into operation if the e-vehicle is damaged by MOB, violence, Arson, Looting, Terrorist activity, Natural calamities.
7. Semi low-bed Trailer comprehensive Insurance for 1 year will be done by successful tenderer at his own cost.
8. R.T.O registration of e-vehicle shall be done by successful tenderer at his own cost.

PART - I INTERPRETATIONS AND DEFINITIONS		
1.	Singular and Plural	Where the context so requires, words importing the singular shall also mean the plural and vice versa.
2.	Definition	<p>a) 'NSSCDCL' shall mean Nagpur Smart and Sustainable City Development Corporation Limited as incorporated under The Company's Act 2013. [Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 the Companies (Incorporation) Rules, 2014]</p> <p>b) The 'contract' shall mean the tender and acceptance thereof and the formal agreement if any, executed between the bidder, and the corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be</p>

		<p>deemed to form one contract and shall be complementary to one another.</p> <p>The Order Of Precedence In Case Of Discrepancies Shall Be As Under,</p> <ol style="list-style-type: none"> Contract Agreements. The Letter of Acceptance. Acknowledgement of Letter of Acceptance by the Bidder Notice of Commencement of Service Notice Inviting Tender & Instructions to Tenderer The General Conditions of Contract and special conditions Schedule of Rates & Quantities. The Technical Specifications. Schedules & Annexures. <ol style="list-style-type: none"> The 'bidder' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. 'Contract sum' means the sum named in the letter of acceptance including physical contingencies subject to such addition thereto or deduction there- from as may be made under the provisions hereinafter contained. <p>Note: The Contract Sum Shall Include The Following : -</p> <p>(A) In the case of percentage rate contracts, the estimated value of works as mentioned in the tender adjusted by the bidder's percentage.</p> <p>(B) In the case of item rate contracts, the cost of the work arrived at after extension of the quantities shown in schedule of items/ quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item.</p> <p>(C) In case of lump sum contract, the sum for which tender is accepted.</p> <ol style="list-style-type: none"> Special discount/ rebate/ trade discount offered by the tenderer if any and accepted by the NSSCDCL. Additions or deletions that are accepted after opening of the Tenders. Physical contingencies, if any an accepted by the NSSCDCL. 'Excepted Risks' are risks due to riots (otherwise than among bidders' employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the bidder has no control and accepted as such by the commissioner. 'Urgent Works' shall mean any measures which in the opinion of the engineer become necessary during the progress of the work to
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		<p>obviate any risk of accident or failure or which become necessary for security.</p> <p>g) The ‘Works’ shall mean the tasks to be executed in accordance with the contract or part(s) thereof, as the case may be, and shall include all extra or additional, altered or substituted works as required for performance of the contract.</p> <p>h) Temporary Works’ shall mean all temporary tasks of every kind required in or about execution, completion or maintenance of the work.</p> <p>i) Drawing’ shall mean the drawings referred to in the specification and any modification of such drawings approved in writing by the engineer and such drawings as may from time to time be furnished or approved in writing by the engineer.</p> <p>j) Approved’ shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.</p> <p>k) ‘Specification’ means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the engineer.</p> <p>l) “Tender” means the contractor’s/bidder’ s priced offer to the corporation for the execution and completion of the works and the remedying of any defects therein in accordance with the provision of the contract, as accepted by the letter of acceptance.</p> <p>m) ‘Letter Of Acceptance’ means the formal acceptance by the corporation.</p> <p>n) ‘Commencement Date’ means the date upon which the bidder receives the notice to commence the work issued.</p> <p>o) ‘Time For Completion’ means the time for completing the execution of and passing the tests on completion of the works or any section or part thereof as stated in the contract</p> <p>p) The ‘Annexure’ referred to in these conditions shall means the relevant annexure appended to the tender papers issued by the corporation.</p>
<p style="text-align: center;">PART – II INSTRUCTIONS TO BIDDER</p>		
3.	Scope of Work	As per ToR
4.	Corrupt or Fraudulent Practices	<p>The corporation requires that the bidders/ suppliers/ bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the corporation defines for the purposes of this provision, the terms set forth as follows:</p> <p>A “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and</p> <p>B “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the corporation of the benefits of the free and open competition;</p>

		The corporation 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; the corporation will a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract
5.	Intimation To Successful Tenderers	The acceptance of tender may be communicated to the successful bidder/tenderer through email or in writing or otherwise either by the tender opening authority or any authority in the NSSCDCL.
6.	Security Deposit (Performance Security Guaranty)	<p>The Bidder shall pay a Security Deposit to two percent of the contract as a Bank Guarantee from any Nationalised / Scheduled Bank and payable at Nagpur, for due fulfilment of the contract, unless otherwise stated in the Tender Documents.</p> <p>If Successful Tenderer does not pay the Security Deposit within 15 days of LOA or fails to sign the agreement bond, his Earnest Money Deposit will be forfeited and annul the award of contract by the Corporation.</p> <p>Security Deposit valid upto 1 month of completion of project.</p>
7.	Forfeiture Of Security Deposit	<p>All compensation or other sums of money payable by the bidder under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this security deposit or from the interest arising there from or from any sums which may be due or may become due to the bidder by the corporation on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the bidder shall within 15 days of receipt of notice of demand from the engineer make good the deficit.</p> <p>In the event of the said deposit having been made by the bidder by delivery to the corporation of the guarantee of the bankers of the bidder, and of the bidder under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or liquidated or of the said deposit becoming forfeited any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the municipal commissioner, shall immediately on demand be paid by the said bankers to and may be forfeited by the municipal commissioner under and in terms of the said guarantee.</p>
8.	Execution of Contract Document	The successful bidder after furnishing initial security deposit, is required to execute an agreement in duplicate in the form attached with the tender documents on a stamp paper to be stamped in accordance with the stamp act, of the state.
9.	Commencement of work	Work order will be issued after execution of contract document.
10.	Contract Documents	The bidder shall be furnished, free of charge, two certified true copies of the contract documents and all further drawings which may be issued during the progress of the work. None of these documents shall be used by the bidder for any purpose other than that of this contract.
11.	Details to be confidential	The bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or

		technical paper or elsewhere without the previous consent in writing of the engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the corporation whose determination shall be final.
12.	Official Secrecy	The bidder shall, whenever required, take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the India official secrets act 1923 (xix of 1923) applies to them and shall continue to apply even after execution of such work under the contract.
13.	Assignment	The bidder shall not assign transfer or attempt to assign, transfer the contract or any part thereof, or any benefit or interest therein or there under otherwise than by a charge in favour of the bidder' s bankers of any money due or to become due under this contract, without the prior written approval of the commissioner.
14.	Sub- Letting	The bidder shall not sub- let or attempt to sub- let the whole of the works. Except where otherwise provided by the contract, the bidder shall not sub- let any part of the works without the prior written approval of the engineer, which shall not be unreasonably with- held, and such approval, if given, shall not relieve the bidder from any liability or obligation under defaults and neglects of any sub- bidder, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the bidder, his agents, servants or workmen. Provided always that the engagement of labour on a piecework basis or labour with material not to be incorporated in the work shall not be deemed to be a sub- letting under this clause. The bidder shall be responsible for observance by his sub- bidders of the foregoing provisions
15.	Changes in Constitution	Where the bidder is a partnership firm, the prior approval in writing of the commissioner shall be obtained before any change is made in the constitution of the firm. Where the bidder is an individual or Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the bidder enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the bidder.
16.	Bidders Staff	The bidder shall employ in and about the execution of works only such persons as are skilled and are experienced in their several trades and the engineer shall be at liberty to object to and require the bidder to remove from the works any person, employed by the bidder in or about the execution of the works, who in the opinion of the engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the engineer.
PART – III WORK PROCEDURE		
17.	Discrepancies In Specifications	The Specifications Are To Be Considered As Mutually Explanatory Of Each Other, Detailed specification Being Followed In The Specifications Shall Supersede All Else. Should Any Discrepancies, However Appear, Or Should Any Misunderstanding Arise As To The Meaning And Import Of The Said Specifications Or Drawings, Or As To Meaning And As To The To The Dimensions Or The Quality Of The Materials Or The Due And Proper Execution Of The Works, Or As To The Measurement Or Quality And Valuation Of The Works Executed Under This Contract, Or As Extra Thereupon.

18.	Work To Be In Accordance With Contract.	The Contractor Shall Execute And Complete The Works And Remedy Any Defects Therein In Strict Accordance With The Contract To The Satisfaction Of The NSSCDCL
PART – IV <u>BILLS AND PAYMENTS</u>		
19.	Method Of Measurement	Except Where Any General Or Detailed Description Of The Work In Shown in ToR shall be considered.
20.	Payments of Bills and other claims:	The standard terms and conditions of payment is in full only after the successful installation/ demonstration/others and training to the satisfaction of NSSCDCL authorities.
21.	Mode of Payment	The payment of bills shall made by the online transfer through NEFT/RTGS/Account transfer mode. The successful bidder shall requires to submit bank details for the same. No Interest shall be paid for delayed Payments due to any disputes.
22.	Payment Taxes	<p>The contractor shall pay all the taxes directly to respective organizations & to the government. The corporation shall not take any responsibility for any kind of tax payment to the government or semi government bodies at any point of time.</p> <p>The prices quoted by the contractor shall include all customs duties, import duties, excise duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulation in- force on the contractor's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the contract and on the services to be performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied or on profits made by him in respect of the contract.</p> <p>The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.</p> <p>Charges on account of Octroi, terminal or sales tax and other duties on material obtained for the works from any source including the tax applicable as per Maharashtra sales tax act on the transfer of property in the goods involved in the execution of works contract (re-enacted) act, 1991 etc. Shall be borne by the contractor. Under the provisions of the Maharashtra sales tax act, the corporation is required to deduct turnover tax at source at the rates prevailing at the time of payments.</p>
23.	Advance Payment	NO
24.	Overpayment And Underpayment	<p>Whenever any claim for the payment of a sum to the corporation rises out of or under this contract against the contractor the same may be deducted by the corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any contract with the corporation or from any other sum due to the contractor from the corporation (which may be available with the corporation) or from his security deposit/, or he shall pay the claim on demand.</p> <p>The corporation reserves the right to carry out post payment audit and</p>

		<p>technical examination of the final bill including all supporting voucher, abstracts etc. The corporation further reserves the right to enforce recovery of any over payment when detected.</p> <p>If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the corporation from the contractor by any or all of the methods prescribed above or if underpayment is discovered the amount shall be duly paid to the contractor by the corporation.</p> <p>Provided that the aforesaid right of the corporation to adjust overpayment against amount due to the contractor under any other contract with corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a “minus” bill, from the date of the amount payable by the contractor under the “minus” bill is communicated to the contractor.</p> <p>Any amount due to the contractor under this contract for underpayment may be adjusted against amount then due or which may at any time thereafter become due before payment is to the contractor, from him to corporation on any other contract or account whatsoever.</p>
25.	Payment Of Final Bill	<p>Final joint inspection along- with the representatives of the contractor should be taken, recorded and signed by the contractors. Contractor should submit the final bill within 7 days of physical inspection of the work.</p> <p>NSSCDCL decision shall be final in respect of claims for defect and pending claims against contractors. No further claims should be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.</p> <p>After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bill and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.</p>
26.	Compensation on account of force majeure events	Compensation on account of ‘force majeure events’ etc. shall not be payable under this contract.
PART - V TERMINATION OF CONTRACT AND SETTELEMENT OF DISPUTES		
27.	Action When Whole Of Security Deposit is To Be Forfeited	<p>As He May Deem Best Suited To The Interest Of The Corporation.</p> <p>a) To Rescind The Contract (For Which Rescission Notice In Writing To The Contractor Under NSSCDCL Shall Be Conclusive Evidence) And In That Case The Security Deposit Of The Contractor Shall Stand Forfeited And Be Absolutely At The Disposal Of Corporation</p>
28.	Action When The Progress Of Any Particular Portion	If The supply Of The vehicle Is Unsatisfactory shall be Be Entitled To take Action Under Clause After Giving The Contractor 14 Days’ Notice In Writing. The Contractor Will Have No Claim For Compensation, For

	Of The Work is Unsatisfactory	Any Loss Sustained By Him Owing To Such Action.
29.	Jurisdiction	In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Nagpur and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the city of Nagpur only.
30.	Laws Governing The Contract–	This Contract Shall Be Governed By The Indian Laws For The Time Being In Force.
PART –VI <u>WORK COMPLETION</u>		
31.	Completion Certificate	(1) The supply of e-vehicle with its mentioned conditions after verification the said work Is Completed, The Contractor Shall Give Notice of Such Completion to NSSCDCL and Shall Inspect the Works and Shall Furnish the Contractor. With A Certificate Of Completion Indicating (A) The Date Of Completion (B) The Defects To Be Rectified By The Contractor, And/ Or (C) Items For Which Payment Shall Be Made At Reduced Rates..
PART –VIII Training and Charging of Vehicles		
32.	Training	Contractor required to provide the training to Driver as designated by NSSCDCL and also required to give proper training regarding charging and maintenance

ANNEXURE –I

Undertaking for Downloaded Tendering Documents

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures and addendums / corrigendum hosted in e-tendering portal <http://mahatenders@gov.in>. List of addendums / corrigendum is as below:

1. Addendum No.
2.
3.
4.

We confirm that the Tendering Documents has not been edited or modified by us. In case, it is observed by NSSCDCL that the Tendering Documents have been edited or modified, we agree for the rejection of our Bid by NSSCDCL.

Company Name.....
Name
Signature
Postal address
E-mail ID
Phone Fax

ANNEXURE –II

UNDERTAKING

Official Letter Head

The Information / Documents Submitted By Us Are True To Our Knowledge And If The Information / Documents So Furnished Shall Be Found To Be Untrue Or False, The Tender Shall Be Liable To Be Disqualified And Our Earnest Money Accompanying Tender Will Be Forfeited.

Also I/We Aware That If The Information / Document Found To Be Untrue Or False During The Currency Of Contract, Our Contract Liable To Be Terminated.

I/We Mr. /Mrs..... Agree to abide by and fulfill all the terms and conditions of tender as mentioned. In default to forfeit and pay to the NSSCDCL, Nagpur Mpl. Corporation or his successor sum of money mentioned herein.

..... I / We Hereby Declare That I / We Have Made Myself / Ourselves Thoroughly Conversant With The Sub-Soil Conditions Regarding All Materials) And Labour Of Which I / We Have Based My / Our Rates For This Work. The Specifications, Conditions Bore Results And Lead Of Materials On This Work Have Been Carefully Studied And Understood By Me / Us Before Submitting This Tender. I

I/ We Agree That The Amount Of Earnest Money Shall Not Bear Interest And Shall Be Liable To Be Forfeited To The NSSCDCL, Should I/We Fail To Abide By The Stipulation To Keep The Offer Open For The Period Of 90 Days From The Date Fixed For Opening The Same And Thereafter Until It Is Withdrawn By Me/ Us By Notice In Writing Duly Addressed To The Authority Opening The Tenders.

Should This Tender Be Accepted I/ We Hereby Agree To Abide By And Fulfil All The Terms And Provisions Of The Conditions Of Contract Annexed Hereto So Far As Applicable And In Default Thereof To Forfeited And Pay To NSSCDCL The Sums Of Money Mentioned In The Said Conditions.

Demand Draft No..... Dated From The Nationalised/ Scheduled Bank At..... In Respect Of The Sum Of *Rs..... Is Herewith Forwarded Representing The Earnest Money (A) The Full Value Of Which Is To Be Absolutely Forfeited To NSSCDCL. Should I/ We Not Deposit The Full Amount Of Security Deposit Specified In The Detailed Tender Notice.

Tenderer

Address

.....

Date The Day Of 20

Signature of Tenderer

(Witness)Signature Of Witness

Address

ANNEXURE –III
Details of Firm

1.	Name Of Firm And Class Of Registration With Validity Date & Value Of Registration		
2.	Address For Communication & Telephone No. E – Mail		
3.	Details Of Proprietor/Partners/Director		
	Name	Address	Qualification And Experience
4.	Annual Turnover Previous Financial Year (Y-1) 2 nd Previous Financial Year (Y-2) 3 rd Previous Financial Year (Y-3)		Certified Copy Of Audited Balance Sheet Profit / Loss Statement Attested (Yes/No.)
5.	Details Of Black Listed & Litigation		
6.	Remarks		

Signature of Proprietor Or Authorised Person Of The Firm