

HMT (INTERNATIONAL) LIMITED

(OPEN TENDER)

BID DOCUMENTS

FOR PROCUREMENT OF

“250 Nos. E-Rickshaws with Lithium-ion Batteries (LiFePO₄) to Senegal” on behalf of West Africa Division of Ministry of External Affairs, Government of India.

TENDER NO: HMTI/PROJ/SEN/ERICK/01/2018 Dated 08-08-2018

CLOSING ON: 30-08-2018, TIME 14.00 HRS

OPENING ON: 30-08-2018, TIME 14.30 HRS

PLACE: HMT(I) Board Room, HMT Bhavan, No.59, Bellary Road, Bangalore.

The Tender document issued against payment of Rs 2,500.00 (Rupees Two Thousand Five Hundred only) in the form of a Demand Draft towards cost of tender document. The Bidder who choose to download tender document from websites (www.hmti.com or <https://eprocure.gov.in/epublish/app> must submit the Demand Draft towards cost of the Tender documents & Earnest Money Deposit (EMD) amount along with Technical bids in Envelope-I.

ATTENTION

1. Only sealed Tenders shall be entertained. All joints of envelope should be sealed with wax with individual design stamped on it or with cello tape to ensure it is tamper proof.
2. Tenders not sealed shall be rejected straight away.
3. Do not use window envelope.
4. Technical Bid and Commercial Bid to be put in a separate cover superscribing Tender Ref. No., Date, Submission date and Bidder address on the top of envelope.
5. The Bidder may depute their authorized representative to witness the tender opening for both Technical and Commercial Bids.

HMT Bhavan, No.59, Bellary Road, Bangalore 560 032

Tel: 91- 80- 2333 9060, Fax: 91- 80- 2333 9048

Web Site: www.hmti.com; E-mail: projects@hmti.co.in

INDEX

SECTION I : INVITATION FOR BIDS(IFB)

1. Invitation
2. Contact Information
3. Two Bid System
4. Date of Submission and opening of Technical Bid

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Definitions and Interpretation
2. Compliance of Requirements
3. Place of Delivery of Supplies
4. Criteria for pre qualification of Bidder
5. Cost of Bid documents
6. Earnest Money Deposit
7. Period of Validity of Bids
8. Deadlines for Submission of Bids
9. Opening and Evaluation of Bids
10. Comparison of Bids
11. Award Criteria
12. HMT(I) right to amend scope of work
13. Corrupt & fraudulent practices
14. Interpretation of the clauses in the tender document
15. General

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Colour of Auto
2. Delivery period
3. Inspection & Acceptance
4. Re-Inspection
5. Packing
6. Freight & Insurance
7. Consignee
8. Invoice to
9. Price
10. Payment Terms
11. Penalty for Delayed Supplies
12. Technical Documents
13. Bought Outs
14. Rejection & Risk
15. Performance Bank guarantee
16. International Warranty
17. Customer Training
18. Arbitration
19. Jurisdiction
20. Force Majeure

SECTION IV: SCHEDULE OF REQUIREMENTS / SCOPE OF SUPPLY (SR)

SECTION V: COMMERCIAL

- | | |
|--------------|---|
| Annexure – 1 | Price Schedule |
| Annexure – 2 | Proforma for statement of deviations from Tender conditions |
| Annexure – 3 | Proforma for Performance Bank Guarantee |

SECTION I: INVITATION FOR BIDS (IFB)

HMT (International) Ltd, [HMT (I)] Bangalore invites sealed bids from eligible Indian bidders (Indian Registered Company & OEM of E-Rickshaws only) for supply of "250 Nos. E-Rickshaws with Lithium-ion Batteries (LiFePO₄)" to Senegal on behalf of West Africa Division of Ministry of External Affairs, Government of India as per Schedule of Requirements / Scope of Supplies (SR) - (Section IV)

1. HMT(I) invites sealed bids from eligible bidders (Indian Registered company & OEM of E-Rickshaws only) for the Supplies as above with details listed in Section IV. **Part bidding is not allowed. Bidders shall quote for all the items.**

2. Contact information

Joint General Manager, Projects
HMT (International) Limited,
59, Bellary Road, Bangalore-560032, INDIA
Tel No.: 080- 23339060
Fax No.: 080- 23339048
E-mail: projects@hmti.co.in

3. Two bid System

The two bid system will be followed. The bidder must submit his offer in two separate sealed envelopes as explained below:

Offer in the prescribed forms Section – V, Annexure 1 to 3 should be submitted in the following manner.

Envelope I: "Technical bid": The sealed envelope shall contain all the copies of technical bids together with Commercial Bids without indicating the prices. This envelope shall be clearly marked "**Part I - Technical bid**", indicating Tender No, Closing Date & Time and bidder address duly filled.

The envelope-I should be duly sealed on all joints with wax with an individual design stamped in it or tamperproof sealing using cello tape.

This part shall include / indicate the following:

1. The Bidder shall provide requisite documentary evidence for pre-qualification criteria as stated below, failing which, the Bids may result in rejection:
 - **The Bidder must be Indian Registered company and OEM of E-Rickshaws only.**
 - **The Bidder's annual turnover (average) is at least Rs. 6 crore in the last three financial years. The Bidders should furnish audited accounts for previous 3 years.**
 - **The Bidder must have minimum 3 years continuous experience in manufacturing of electric/solar vehicles. (supporting documents to justify continuous manufacturing of electric/solar vehicles)**
 - **The Bidder should have experience of executing one similar project not less than Rs.4.80 Crore or two similar Projects not less than Rs 3.00 crore or three similar projects not less than Rs 2.40 Crore**
2. The Bidder shall submit Earnest Money Deposit as indicated below in the form of Demand Draft drawn in favour of HMT (International) Limited payable at Bangalore in separate envelopes in the Technical Bid.

- **The Total Earnest Money Deposit to bid is Rs. 12,50,000/-**

3. The bidder must be Indian Registered Company & OEM only.
4. Technical bids without prescribed cost toward tender cost & EMD in the form of Demand Draft / Purchase receipt will be rejected summarily.
5. Tender documents Purchase Receipt / DD / Digital Transfer in favour of HMT(I), Bangalore for Rs.2,500/- if tender documents are downloaded from website.
6. Duly filled Technical bid with proper seal and signature of the authorized person on each page of the bid submitted.
7. Complete Scope of Supplies with all necessary details and acceptance of commercial terms and conditions as provided under Section IV & V.
8. Make / Model for each of the item to be specified and the Catalogues to be enclosed with the technical bid.
9. Bids shall be valid for a minimum period of 180 (one eighty) days from the last date of submission.
10. Furnish acceptance for providing Performance Bank Guarantee for 10% of the contract value in the event of tender being awarded.
11. Point-wise details for the services/requirements/details required in the bid documents shall be furnished. If there are any deviations, the same should be clearly specified in Annexure-2 of Section-V.
12. Self attested copy of GST registration certificate/PAN as applicable.
13. The Bidder must have minimum 3 years continuous experience in manufacturing of electric/solar vehicles. (supporting documents to justify continuous manufacturing of electric/solar vehicles)
14. Copy of ISO Certificate, if applicable.
15. Payment Terms. As per clause 10 in Section-III. Specify deviations if any.
16. A copy of “Un-Priced Section – V, Annexure–1” i.e., a copy of the Price Schedule without the price details.

In case of vendors opting for Digital transfer of EMD & Tender document fees, A/c details of HMT(International) Ltd is as detailed below:

Name:	HMT(International) Limited
Bank:	Bank of Maharashtra City Market Branch Bangalore-560 002 - Branch Code: 304
MICR No:	560014002
Account Type:	Current Account
Account No.	20061601773
IFSC Code:	MAHB0000304
Swift Code:	MAHBINBBBGL

Envelope II: “COMMERCIAL BID”: This sealed envelope shall contain price details. This envelope shall be clearly marked “**Part II - Commercial Bid**”, indicating Tender No., Closing Date & Time and bidder address duly filled.

The Envelope – II should be duly sealed on all joints with wax with an individual design stamped on it or tamperproof sealing using cello tape.

- o The price quoted shall be considered firm and no price escalation will be permitted.
- o Prices should be offered in **Indian Rupees only**. Should furnish break up of price as required in Section V; Annexure – I. The prices quoted shall be for **CIP Senegal only** and considered firm and not subject to any change.

- All prices having a bearing on the prices shall be written both in figures & words in the prescribed offer form. In the event of difference, the price in words shall be valid and binding.
- The prices quoted should be inclusive of freight, insurance & packing. The packing shall be transport worthy conforming to the international standard so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site. The goods are to be transported by sea/surface/air route from India and price bid should be prepared accordingly. **HMT(I)'s name will appear as Consigner in the "Bill of Lading" and be as an exporter of e-rickshaws to Senegal.**
- The terms of payment for supplies will be as indicated under clause 10 in Section-III – Terms and conditions of the Contract. The bidder has to accept the payment terms.
- The prices quoted should be inclusive of freight and insurance till destination i.e. Dakar at site. The items will be exempted from payment of customs duty by Govt. of Senegal. Necessary Custom Duty Exemption Certificate shall be arranged by MEA/Mission in Dakar/Government of Senegal as & when required. Taxes and duties payable in India, if any, are non-refundable and should be included in the price.
- The consignment will be cleared by Our Mission in Dakar with the help of Govt. of Senegal. However, the bidder should insure the consignment till actual delivery to the end user.
- **The bidder should quote their lowest possible price.**
- HMT(I) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated Commercial Bid (L1).

4. **Date of submission of bids and opening of the Technical bid :**

Both the envelopes (Part I & II) shall be put in one cover, duly sealed on all joints with wax with an individual design stamped on it, super scribing Tender No., closing date & time, opening date & time and Bidder address.

The envelopes which are not sealed will be rejected straightaway/summarily.

The sealed bids should be dropped in the tender box provided in the HMT(I) office and ensure delivery **on or before 14 00 hrs (IST) on the closing date**. Late offers will not be considered.

Last date for submission of bids: 30th August, 2018 up to 14.00 hrs

Technical bids will be opened on 30th August 2018 at 14.30 hrs in the Board room of HMT(I) office, Bangalore.

END OF SECTION I

SECTION II- INSTRUCTIONS TO BIDDERS (ITB)

1	Definitions and Interpretation The “HMT(I)” / “BUYER” means: HMT(International) Limited, No.59, Bellary Road, Bangalore-560 032. The “Supplier” means any firm/institute/company to whom the contract is awarded. “SITE” means designated place in Senegal, where the supplies are required to be delivered by the supplier under the contract. “Supplies” means supply of “250 Nos. E-Rickshaws with Lithium-ion Batteries (LiFePO ₄)” to Senegal on behalf of West Africa Division of Ministry of External Affairs, Government of India.
2	Compliance of Requirements
2.1	The supplies offered should be in accordance with the stipulated requirements in the “Scope of Supply”. The bidder shall indicate his compliance or non-compliance against each of the requirements.
3	Place of Delivery of supplies
3.1	All supplies are to be delivered at one place in Dakar, Senegal on CIP Senegal basis as per the instructions given by HMT(I) at the time of dispatch.
4	Criteria for pre qualification of Bidder The Bidder shall satisfy the following prequalification criteria: The Bidder shall provide satisfactory documentary evidence acceptable to HMT(I) to show that:
4.1	The Bidder must be Indian Registered company and OEM of E-Rickshaws only.
4.2	The Bidder's annual turnover (average) is at least Rs. 6 crore in the last three financial years. The Bidders should furnish audited accounts for previous 3 years.
4.3	The Bidder must have minimum 3 years continuous experience in manufacturing of electric/solar vehicles. (supporting documents to justify continuous manufacturing of electric/solar vehicles)
4.4	The Bidder should have experience of executing one similar project not less than Rs.4.80 Crore or two similar Projects not less than Rs 3.00 crore or three similar projects not less than Rs 2.40 Crore
4.5	The Bidder must comply with all technical specifications and pre-qualification criteria. Any deviation would lead to rejection of bid.
	Bidder who does not submit the above required information along with documentary evidence at the time of bidding; their bid will be rejected summarily.
5	Cost of bid documents
5.1	<ul style="list-style-type: none"> o The cost of bid document is Rs 2,500.00 (Rupees Two Thousand Five hundred only). o The cost shall be payable in the form of a crossed Bank draft / Digital Transfer in favour of HMT (International) Ltd, Payable at Bangalore and kept along with the Technical bid documents in Envelope –I, if the bid documents are down loaded from website. o If the documents are purchased from HMT (International) Limited, copy of the receipt for payment of cost of bid documents shall be kept along with the Technical bid documents in Envelope –I. o If the cost of bid document is not paid before opening of the Technical bid, the bids will be rejected straightaway/ summarily.
6	Earnest Money Deposit
6.1	Earnest Money Deposit for amount of Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand only) shall accompany Technical bid documents of tender. The Earnest Money Deposit shall be in a crossed Bank Draft / Digital Transfer in favour of HMT (International) Ltd, Payable at Bangalore.
6.2	The Earnest Money Deposit shall remain deposited with the HMT(I) for the period of 180 (one eighty) days from the date of opening of tenders. If the validity of the offer is extended, the EMD shall remain with HMT(I).
6.3	No interest will be payable by the HMT(I) on the Earnest Money Deposit.
6.4	The Earnest Money deposited is liable to be forfeited if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the validity of his offer.
6.5	The Earnest Money Deposit of the successful bidder will be returned after the P.O. is released on successful Bidder and duly accepted and submission of Performance Guarantee.
6.6	If the successful Bidder fails to furnish a contract performance guarantee, then the earnest money shall be liable to be forfeited.
6.7	The Earnest Money Deposit of all unsuccessful Bidders will be returned to the bidder by HMT(I) after finalization of contract with the successful bidder.
6.8	If Earnest Money for amount as stipulated in clause 6.1 is not enclosed in the Technical documents in Envelope –I, the bid will be rejected straight away / summarily.
7	Period of validity of bids
7.1	Bids shall be valid for a minimum period of 180 days from the last date of submission.
7.2	HMT(I) may ask for the bidder's consent to extend the period of validity. Such request and the response

SECTION II- INSTRUCTIONS TO BIDDERS (ITB)	
	shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid. The technical clarifications, if any, shall be furnished by Bidder within one week's time.
8	Deadlines for submission of bids Bids must be received by HMT(I) before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for HMT(I), the bid-closing deadline will stand extended to the next working day up to the same time.
8.1	HMT(I) may extend this deadline for submission of bids by amending the bid documents and same shall be suitably notified.
8.2	Any bid received by HMT(I) after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.
9	Opening of bids by HMT(I)
9.1	The Technical Bids will be evaluated to shortlist the eligible bidders.
9.2	Bidder whose Technical Bid is found to be acceptable and meeting the eligibility requirements as specified in "Clause 4" will be informed about the date and time of the opening of the Commercial Bid.
9.3	HMT(I) will open Commercial Bids of only the technically accepted and short listed bids, in the presence of the bidder or their authorized representative who choose to attend the bid opening, at the time and date to be informed later.
9.4	The bidder's authorized representative may attend the bid opening shall sign an attendance register as a proof of having attended the bid opening.
9.5	The bidder's name, bid prices, discounts and such other details considered as appropriate by HMT(I), will be announced at the time of opening of the Commercial Bids.
10	Comparison of Bids Bids received against the tender will be evaluated by the Technical Evaluation Committee (TEC) for technical suitability and will be shortlisted.
10.1	Short listed Technical bids shall be considered for commercial evaluation and Commercial Bid opening.
11	Award Criteria
11.1	HMT(I) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated Commercial Bid.
11.2	Should the amount put in words differs from the amount put in figures, or if there is an arithmetical error, the lesser amount shall be taken unless the difference is attributable to an obvious error, whereupon the correct amount shall be taken.
11.3	If more than one bidders quotes same lowest price, HMT(I) reserves the right to award the contract at its own discretion.
11.4	HMT(I) reserves the right to increase or decrease the quantum of supplies offered by the successful bidder at the rates & other terms and conditions offered by them. The Bidder is bound to accept the increase or decrease in the quantum of supplies during awarding the contract.
12	HMT(I)'s Right to amend Scope of Supplies
12.1	HMT(I) reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
12.2	HMT(I) reserves the right to increase or decrease the scope of supplies indicated in the bid documents after the award of the tender and payment shall be made on pro-rata basis.
12.3	HMT(I) reserves the right to cancel/short close/extend the order at any given point of time due to Force Majeure or directions from the Governments of India or Senegal.
12.4	HMT(I) reserves the right to cancel / short close the order due to non-satisfactory performance by any of the service / supply offered. Cost / damages arising out of such cancellation / short closure shall have to be borne by the bidder.
12.5	Buyer shall recall any of the experts deputed to the project site on non-compliance to the rule of the land or guidelines laid down by Govt. of India / Govt. of Senegal / HMT(I) or any act that does not correspond to ethical behavior. Cost / damages arising in such an event shall be borne by the bidder and shall forthwith send suitable replacement.
13	Corrupt or Fraudulent Practices.
13.1	HMT(I) requires that the bidders who wish to bid for this project have highest standards of ethics.
13.2	HMT(I) will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
13.3	HMT(I) may declare a vendor ineligible, either indefinitely or for a short period, if HMT(I) is aware that the vendor has engaged in corrupt and fraudulent practice during the execution of the contract.
14	Interpretation of the clauses in the Tender Document / Contract Document In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, HMT(I)'s interpretation of the clauses shall be final and binding on all parties.

SECTION II- INSTRUCTIONS TO BIDDERS (ITB)

15	General
15.1	All offers shall be either Computer prints or hand written neatly in indelible ink. Tenders shall be free from CORRECTION AND ERASURES, and Corrections if any, must be attested. Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the Bidder at the bottom. A reference to the total number of pages comprising offer must be made at the top right hand corner of the first page.
15.2	The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
15.3	The submission of any offer connected with these supplies and documents shall constitute an agreement that the Bidder shall have no cause of action or claim, against HMT(I) for rejecting the offer. HMT(I) shall always be at liberty to reject or accept any offer or offers at its sole discretion
15.4	Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by HMT(I) to the Bidder. While the offers are under consideration, Bidders and or their representatives or other interested parties are advised to refrain from contacting HMT(I) by any means. If necessary, HMT(I) will obtain clarifications on the offers by requesting for such information from any or all the Bidders, only in writing. Bidders will not be permitted to change the contents of their offers after the offers have been opened.
15.5	Any individual(s) signing the tender and related documents should be a competent authorised person or original copy of power of authorization issued by the competent authority should accompany the tender.
15.6	Offers shall be as per the Instructions to Bidders and Terms & Conditions of contract given in bid documents. However the Bidder shall indicate his acceptance or otherwise against each of clause and sub clauses of the Instruction to Bidders and Terms & Condition of contract. For this purpose, the Bidder shall enclose a separate statement as per format Section-V(2) indicating only the deviations from any clause or sub clause of the Instructions to Bidders and Terms & Conditions of contract which Bidder proposes with justification for each deviation. The HMT(I), however reserves the right to accept or reject these deviations and decision there on shall be final and binding.
15.7	Bids shall be complete in all respects accompanied by detailed literature, brochures with all necessary details in ENGLISH or otherwise, the bids will not be considered.
End of SECTION-II	

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1	<p><u>Colour of E-Auto rickshaw</u> : OEM's Standard colour.</p>
2	<p><u>Delivery period for supplies</u>:</p> <p>The successful bidder shall be required to furnish the following documents:</p> <ol style="list-style-type: none"> i. Chartered Engineer's Certificate ii. Packing List (Bill of Material) iii. Insurance Policy iv. Invoice & other relevant document(s), if any. <p>Consignment shall be dispatched only after submission of above mentioned documents.</p> <p>The required supply has to be shipped/dispatched within 60 days from the date of issue of purchase order. The time is the essence of this contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as these are tightly linked to the host country to completing the project within the available time frame.</p> <p>The selected bidder, who would be awarded the contract, would supply and trail run in all respect and in coordination with local authorities designated by Government of Senegal and Embassy of India in Senegal, within 100 days from the date of issue of purchase order.</p> <p>If there is delay penalty as per clause 11 is applicable.</p>
3	<p><u>Inspection & Acceptance</u>:</p> <p>The vehicle shall be manufactured as per Indian Standards. The successful bidder will be required to furnish the certificate from the Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by purchaser. The cost involved for third party inspection shall be borne by the supplier.</p> <p>HMT(I) reserves right to inspect Indian content details.</p>
4	<p><u>Re-Inspection</u>: HMT(I) reserves the right to re-inspect the supplies, only in cases where the Registered Chartered Engineer recommend for such cases after completion of modifications suggested during the inspection.</p>
5	<p><u>Packing</u>: All vehicles are to be shipped in containers and packing shall be made suitable for shipment thru containers</p>
6	<p><u>Freight & Insurance</u>: Supplier to dispatch the vehicles on Freight Prepaid to designated site in Senegal. All costs towards this including ocean freight, Marine insurance, shipping and clearance charges enroute to Senegal to be paid by supplier. Supplier to inform HMT(I), shipment details immediately after shipment from Indian port. HMT(I)'s name will appear as Consigner in the "Bill of Lading" and be as an exporter of e-rickshaws to Senegal</p>
7	<p><u>Consignee</u>: Consignee will be intimated later</p>
8	<p><u>Invoice to</u> : HMT (International) Limited, 59, Bellary Road, Bangalore – 560 032, India TIN NO. 29760097661 / GST NO. 29AAACH8197C1ZD A/c. E-Rickshaw Project, Senegal</p>
9	<p><u>Price</u>: The price shall be CIP Senegal site basis and considered firm and no escalation will be permitted. The price is inclusive of supply, customer training for 6 months and International warranty for 1 year from the date of handing over to Senegalese authorities.</p>
10	<p><u>Payment Terms</u>:</p> <ul style="list-style-type: none"> • 1st Payment milestone: 25% of the Purchase Order value on placement of PO against submission of advance Bank Guarantee and 10% performance Bank Guarantee after receipt of funds from MEA. • 2nd Payment milestone: 50% of the PO value on successful delivery of E-Rickshaw in good condition duly certified by Indian Mission in Dakar, on submission of documentary evidence and after receipt of funds from MEA. • 3rd Payment milestone: 25% of the PO value against production of certificate issued by Indian Mission in Dakar of successful completion of training by expert from OEM in Dakar after receipt of funds from MEA.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

11	<p><u>Penalty for delayed Supply and Services:</u> HMT(I) reserves the right to levy penalty @ 0.5 percent of order value per week of delay beyond the scheduled deliveries / execution of the contract successfully, subject to maximum of 05% of the contract value. HMT(I) reserves the right to cancel the contract in case the delay is more than 10 weeks. The penalties, if any shall be recovered by invoking the Performance Bank Guarantee or withholding the amount out of the payments due.</p>
12	<p><u>Technical Documents:</u> Instruction manual / Spare Parts Manual must be in English and French should be supplied in 1set.</p>
13	<p><u>Bought Outs:</u> All the bought-out items such as Lithium Ion Battery, bearings, belts, motors, contactors, switches etc., shall correspond to ISI / International Specifications are to be Made in India.</p>
14	<p><u>Rejection & Risk:</u> If, HMT(I) finds that the materials supplied are not of correct quality or not according to the specifications as indicated in the bid offer, then HMT(I) will be entitled to reject the E-Rickshaws without any cost obligation on HMT(I).</p>
15	<p><u>Performance Bank Guarantee (PBG):</u> The successful bidder will be required to furnish Performance Bank Guarantee for 10% amount of the Contract value, as per the format attached to this document (Refer Section – V; Annexure – 4). This bank guarantee shall remain valid until the expiry of warranty period or for the period of 12 months from the date of handing over to Senegalese authorities, whichever is later.</p>
16	<p><u>International Warranty:</u> The E-Rickshaw shall be guaranteed against defects of material and workmanship for a period of 12 months from the date of handing over to Senegalese authorities, Until the expiry of the warranty period, the supplier is obliged to do repairs, modifications, setting right and adjustments considered necessary to guarantee the rated output and to replace any part of the E-Rickshaws found defective and necessitate replacement due to design, manufacture, and material defect during the warranty period at suppliers cost at project site in Senegal.</p> <p>The supplier will arrange for free supply and replace/repair at his cost any part that may be found defective and necessitates replacement due to design, manufacture and material defect during warranty period.</p>
17	<p><u>Customer Training :</u></p> <ul style="list-style-type: none"> o The supplier shall depute, the required number of technical personnel for carrying out initial training on E-rickshaw as detailed below: o 2 (Two) Technicians for 2 months each totaling to 4 months once E-Rickshaws reach designated site in Senegal. Further, 1 (one) Technician to be there for next 4 months so that total 6 months training is provided to Senegalese beneficiary. All cost towards Travel and stay in Senegal to be borne by Supplier. Also, all required items / equipment required to provide training to be sent along with E-rickshaw by the supplier.
18	<p><u>Arbitration:</u> All disputes of any kind arising out of supply, acceptance, warranty maintenance etc., shall be referred after issuance of 30 days notice in writing clearly mentioning the nature of dispute to a single arbitrator to be appointed by HMT(I). The venue for arbitration shall be Bangalore.</p>
19	<p><u>Jurisdiction:</u> The disputes, legal matters, court matters, if any shall be subject to Bangalore jurisdiction only.</p>
20	<p><u>Force Majeure:</u> HMT(I) may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.</p> <p>Either party shall be excused from performance of their obligation during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse. Such causes shall include, without limitation, strike, go slow , other concerted acts of workmen, lockout, Act of God, war, fire, explosion, action of elements, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and Governmental restrictions or limitations etc.</p>

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)	
	The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (fifteen) days, following the occurrence of such event. If performance is held for a continuous period of more than 3 (three) months from the date of first notice, then the parties shall review the situation and agree upon any course of action so as to protect the interest of both
	End of Section III

SECTION – IV: SCHEDULE OF REQUIREMENTS / SCOPE OF SUPPLIES (SR)

Schedule of Requirements / Scope of Supplies is as detailed below

SUPPLY OF E-RICKSHAWS FOR SENEGAL		
TECHNICAL SPECIFICATION		
Sl. No.	Description	Qty
1	E-Rickshaw –Passenger Type with Hard Top FRP roof with detailed technical specifications as detailed below	250
1.1	Major Specifications	
1.1.1	Seating Capacity	Passenger 4 + 1 Driver, Max. load - 380kgs
1.1.2	Type of Rickshaw	Auto-rickshaw type (Non rexine top (body) such as steel, fibre etc)
1.1.3	Instrument Panel	Speedometer and Battery percentage indicator , Turn Indicators, Start/stop switch, key, Horn, Lights
1.1.4	Speed	25 KMPH +/- 5% , Grade ability: 7degrees with full load of 380kgs
1.1.5	Reverse Option	Switch Control
1.1.6	Mileage per charge	Min 90 km/full charge
1.1.7	Battery Type	<ul style="list-style-type: none"> • 48Volts, Lithium Ion (LiFePO₄) – Approved by ICAT/ARAI, 75ah or more, • Life Cycle: Minimum 3000 charges
1.1.8	Motor Type	Brushless DC
1.1.9	Motor Power	1500W +/- 10% (approved by ICAT/ARAI)
1.1.10	Motor Controller	Microprocessor based control
1.1.11	Brakes	Disc/drum brake for front and rear wheels, Parking Brake safe and efficient.
1.1.12	Overall dimensions	Length mm = < 3000 mm Breath mm = < 1000 mm Height mm = < 2000 mm Ground Clearance: 120mm or more
1.1.13	Curb weight	Min 200kgs with Battery
2	Set of standard accessories	
2.1	Set of hand tools	1 set per e-rickshaw
2.2	Operation and spares manual	1 set in English and 1 set in French language per e-rickshaw
2.3	Set of Spares	2% of spares excluding body and frame for use of first year of maintenance. Eg: 5 sets of batteries, motors, controllers, chargers, wheels, tires, all switches and wiring etc. 2% of spares excluding body and frame for use of second year of maintenance Eg: 5 sets of batteries, motors, controllers, chargers, wheels, tires, all switches and wiring etc. Please find details of list of spares in tender document
2.4	Stepny wheel	1 no per e-rickshaw

SUPPLY OF E-RICKSHAWS FOR SENEGAL

TECHNICAL SPECIFICATION

Sl. No.	Description	Qty
2.5	Front	Front wind shield with safety glass, with electrical motor operated wiper, Turn Indicators , Rear view Mirrors
2.6	Seats	All seats with high density Cushion with rexin covering, wider seating capacity,
2.7	Lamps as per AIS standards	1. Front Head lights 2. Parking Light 3. Direction Indicator lamp 4. Tail Lamp 5. Stop Lamp 6. Reversing Lamp 7. Registration plate illuminating lamp 8. Passenger seat roof light
2.8	Wheel Rims	As pre AIS Standards
2.9	Battery Charger	1 set – High speed as per AIS standards

NOTE:

1. Product must have at least 80% of the components from Indian Origin including Battery pack, motor, controller and axle.
2. All the tools required for maintenance of the E-Rickshaws in Senegal has to be supplied in 10 sets along with above vehicles without any additional cost.
3. Supplier has to maintain the Vehicles in Senegal for a period of one year after handing over to Senegalese authorities.
4. The supplies to include set of spares for first year & second year of maintenance as per the list enclosed.
5. All cost towards Customer training in Senegal for deputation of 2 (Two) Technicians for 2 months each totaling to 4 months once E-Rickshaws reach designated site in Senegal. Further, 1 (one) Technician to be there for next 4 months so that total 6 months training is provided to Senegalese beneficiary.
6. **HMT(I)'s name will appear as Consigner in the "Bill of Lading" and be as an exporter of e-rickshaws to Senegal.**

Spare List

SI No.	Part Name	Qty Per vehicle	Spare Qty 2% of total supply i.e. 2% of 250=5 times for first year	Spare Qty 2% of total supply i.e. 2% of 250=5 times for second year
1	Indicator Assy.	2	10	10
2	Seat Cushion	3	15	15
3	Front Wind Shield Glass	1	5	5
4	Seat Lock	3	15	15
5	Tyre	3	15	15
6	Speedometer	1	5	5
7	Tail Lamp	2	10	10
8	HANDLE BAR	1	5	5
9	HANDLE T-PLATE	1	5	5
10	FRONT SHOKAR SET WITHOUT OUTER SPRING	1	5	5
11	Convertor	1	5	5
12	Motor	1	5	5
13	Differential with Rear Axle	1	5	5
14	Accelerator/Throttle	1	5	5
15	Grip	1	5	5
16	Controller	1	5	5
17	U BOLT	4	20	20
18	U BOLT PLATE	2	10	10
19	Wire Connector	1	5	5
20	Foot Brake Pedal	1	5	5
21	Poweroff Spring	1	5	5
22	Brake Cutoff switch	1	5	5
23	Hand Brake Lever	1	5	5
24	Leaf Spring	2	10	10
25	Mud Guard	1	5	5
26	Front Wheel Rim	1	5	5
27	From Drum Brake	1	5	5
28	Rear Wheel Rim	3	15	15
29	Motor Adjusting Rod	2	10	10
30	Front Brake Wire	1	5	5
31	Meter Wire	1	5	5
32	Rear Wheel Cover	2	10	10
33	Leaf Spring Bracket	2	10	10

34	Head Light	1	5	5
35	Ignition Switch	1	5	5
36	Switch Assembly	1	5	5
37	Flasher	1	5	5
38	Main Wire Harness set	1	5	5
39	Hand brake wire	1	5	5
40	Brake Rod	3	15	15
41	MCB	1	5	5
42	RVM	2	10	10
43	Horn	1	5	5
44	Wiper Motor & Blade	1	5	5
45	Hardware	1	5	5
46	Battery Set	1	5	5
47	Charger	1	5	5
48	Charging Socket	1	5	5
49	Front Mudguard	1	5	5

**SECTION V- COMMERCIAL
PRICE SCHEDULE**

Sl. No.	Description	Qty In Nos.	CIP Senegal Price in# Ind. Rs.	
			Unit	Total
1	E-RICKSHAWS WITH LiFePO ₄ Battery with all standard accessories and fitments as per specifications given in section IV.	250		
Total CIP Senegal in Indian Rupees				
Total Indian Rupees (in words)				
	<p># above cost includes following costs:</p> <ol style="list-style-type: none"> 1. Product must have at least 80% of the components from Indian Origin including Battery pack, motor, controller and axle. 2. All the tools required for maintenance of the E-Rickshaws in Senegal has to be supplied in 10 sets along with above vehicles without any additional cost. 3. Supplier has to maintain the Vehicles in Senegal for a period of one year after handing over to Senegalese authorities. 4. The supplies to include set of spares for first year & second year of maintenance as per the list enclosed. 5. All cost towards Customer training in Senegal for deputation of 2 (Two) Technicians for 2 months each totaling to 4 months once E-Rickshaws reach designated site in Senegal. Further, 1 (one) Technician to be there for next 4 months so that total 6 months training is provided to Senegalese beneficiary. 			
	<p>Note: HMT(I)'s name will appear as Consigner in the "Bill of Lading" and be as an exporter of e-rickshaws to Senegal.</p>			

It is hereby certified that we have understood the instruction to Bidders and also the Terms & Conditions of Contract attached to the tender and have thoroughly examined and are aware of the nature of supplies/services required and our offer is to render supplies/services strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the terms & conditions of contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

We hereby offer to render supplies/ services as detailed above or such portion thereof as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

We possess the necessary License from the Government of India/State Government for rendering the supplies / services.

Dated:.....

Signature and seal of Authorized Signatory

NOTE

1. The offer must be submitted as per above proforma. The Bidder may use his letterhead to submit his offer.
2. No erasures or alternations in the text of the offer are permitted.
3. Any correction made in offer shall be initialed by the Bidder.
4. VALUES should be both in figures and Words.
5. **The prices quoted should be most competitive**

End of Section V

PROFORMA FOR PERFORMANCE BANK GUARANTEE

THE JOINT GENERAL MANAGER, PROJECTS
HMT (INTERNATIONAL) LTD.
HMT BHAVAN
59 BELLARY ROAD
BANGALORE – 560 032

DEAR SIR,

THIS DEED OF GUARANTEE EXECUTED BY BANK, (NAME AND ADDRESS OF THE BANK) (HEREINAFTER REFERRED TO AS BANK) IN FAVOUR OF HMT (INTERNATIONAL) LTD. (HEREINAFTER REFERRED TO BENEFICIARY) NOT EXCEEDING RS..... (RUPEES ONLY) AT THE REQUEST OF M/S. (HEREINAFTER REFERRED TO AS SUPPLIER).

WHEREAS THE SUPPLIER HAS APPROACHED BANK TO ISSUE BANK GUARANTEE IN YOUR FAVOUR FOR A SUM OF RS. (RUPEES ONLY). WHEREAS THE SUPPLIER HAS RECEIVED PURCHASE ORDER NO. DATED FOR RS FOR PROVIDING SERVICES AS STATED IN THE PURCHASE ORDER. WHEREAS THE SUPPLIER HAS TO SUBMIT PERFORMANCE GUARANTEE FOR TEN PERCENT OF THE VALUE OF SUPPLIES PORTION OF RS.....AS STATED IN THE SAID PURCHASE ORDER.

WE HEREBY CONFIRM AND STATE THAT WE AS GUARANTORS SHALL BE RESPONSIBLE TO YOU ON BEHALF OF THE "SUPPLIER" FOR A TOTAL SUM OF RS..... (RUPEES ONLY) IN CASE OF VIOLATION OF ANY OF THE TERMS/CONDITIONS OF THE SAID PURCHASE ORDER WITHOUT HAVING REGARD TO THE PROOF OF THE SAME.

WE UNCONDITIONALLY UNDERTAKE TO PAY YOU UPON FIRST WRITTEN DEMAND DECLARING THE "SUPPLIER" TO BE IN VIOLATION/BREACH OR CONTRAVENTION OF ANY OF THE TERMS AND CONDITIONS, WITHOUT DEMUR OR ARGUMENT OR COURT ORDER OR RESOLUTION WITHIN THE VALIDITY OF THIS GUARANTEE, A SUM OF RS..... (RUPEES ONLY) AS AFOREMENTIONED WITHOUT YOUR HAVING TO PROVE TO US OR TO SHOW GROUNDS OR REASONS FOR YOUR DEMAND FOR THE SUM SPECIFIED HEREIN.

THIS GUARNATEE SHALL NO WAY BE AFFECTED BY THE RESTRIANING ORDER OR ANY SUCH REQUEST OF THE SUPPLIER.

THE GUARANTEE CONTAINED HEREIN SHALL NOT BE AFFECTED BY ANY CHANGES IN THE CONSTITUTION OF THE BANK OR IN THE CONSTITUTION OF THE BENEFICIARY VIZ. YOURSELF AND SHALL BE VALID TILL (DATE) FROM THE DATE OF ISSUE PROVIDED HOWEVER THAT IN CASE DEMAND IS NOT MADE BY YOU UNDER THIS GUARANTEE ON OR BEFORE (DATE) , BANK SHALL BE FULLY ABSOLVED FROM ANY LIABILITY UNDER THIS GUARANTEE DEED.

WE HEREBY DECLARE AND STATE THAT THIS GUARANTEE UNLESS INVOKED BY YOU AS AFORESAID SHALL BE VALID TILL (DATE) FROM THE DATE OF ISSUE AND SHALL BE NULL AND VOID THEREAFTER WHETHER THE ORIGINAL GUARANTEE IS RETURNED OR NOT.