

Date : 15-Nov-2023 11:00 AM

Basic Details									
Organisation Chain	ANERT	ANERT							
Tender Reference Number	ANERT-TECH/238/2023-T6	ANERT-TECH/238/2023-T6							
Tender ID	2023_ANERT_622060_1	Withdrawal Allowed	Yes						
Tender Type	Open Tender	Form of contract	Supply and Service						
Tender Category	Goods	Goods No. of Covers							
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No						
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No						
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No						

			Cover D	<u>Cover Details, No. Of Covers - 2</u>					
Online			Cover No	Cover	Document Type	Description			
Bankers	1	SBI MOPS		1	Fee/PreQual/Technical	.pdf	PQ Documents		
						.pdf	Technical Bid including brochures		
				2	Finance	.xls	Financial Bid		
						.pdf	Financial bid		

Tender Fee Details, [Total Fee in ₹ * - 8,850]			EMD Fee Details				
Tender Fee in ₹	8,850			EMD Amount in ₹	1,00,000		Yes
Fee Payable To	Nil	Fee Payable At	Nil			or EMD Exemption Allowed	
Tender Fee Exemption Allowed	Yes			EMD Fee Type	fixed	EMD Percentage	NA
		1		EMD Payable To	Nil	EMD Payable At	Nil

Work /Item(s)								
Title					nicles on Outright Pure ananthapuram Ltd	chase Basis	for use in various P	ublic
Work Description		ender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public ffices under Solar City						
Pre Qualification Details	Please refer Ter	lease refer Tender documents.						
Independent External Monitor/Remarks	NA							
Tender Value in ₹	NA		Product Categ	ory	Vehicles/Vehicle Spares	Sub ca	tegory	NA
Contract Type	Tender		Bid Validity(D	ays)	75	Period	Of Work(Days)	30
Location	Thiruvananthap City	ouram	Pincode		695001	Pre Bio	I Meeting Place	NA
Pre Bid Meeting Address	NA		Pre Bid Meetir	ng Date	NA	Bid Op	ening Place	Online
Should Allow NDA Tender	No		Allow Preferer Bidder	ntial	No			
Critical Dates								
Publish Date	1	4-Nov-20	23 06:00 PM	Bid Oper	ning Date		28-Nov-2023 04:00	PM

https://etenders.kerala.gov.in/nicgep/app?component=%24DirectLink&page=FrontEndTenderDetails&service=direct&session=T&sp=SOrrW1	5iZi

Date

Document Download / Sale End

**Clarification End Date** 

28-Nov-2023 03:00 PM

1/2

NA

14-Nov-2023 06:00 PM

NA

Document Download / Sale Start

**Clarification Start Date** 

Date

eTendering System Government of Kerala

Submission End Date	28-Nov-2023 03:00 PM
14-INOV-2023 06:00 PM BID	14-Nov-2023 06:00 PM   Bid Submission End Date
1	Submission End Date

Work Item	
Documents S.No Document Type Document Name Description	Document Size (in KB)
1     Tender Documents     EVTD.pdf     Tender Document       2     BOQ     BOQ 936229.xls     Financial Bid	761.73

Name	CEO ANERT
Address	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695033



# AGENCY FOR NEW & RENEWABLE ENERGY RESEARCH AND TECHNOLOGY (ANERT)

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 033; <u>www.anert.gov.in</u>, <u>projects@anert.in</u>

# **E-TENDER DOCUMENT**

Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd

**Ref. No.: ANERT-TECH/238/2023-T6** 

# **PART - 1: GENERAL CONDITIONS**

Date of Publishing of Bids :- 14/11/2023

Last Date of Submission of Bids : - 28/11/2023

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# **E-TENDER NOTICE**

Competitive e-tenders in two cover system with Earnest Money Deposit (EMD) and Price Bid in accordance with the technical requirements are invited from reputed Manufacturers / Authorised Distributors of Electric 4-Wheelers in the *Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd*. The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala. Tender form will not be available in any other form.

Thiruvananthapuram

14/11/2023

CEO

# **TENDER ABSTRACT**

Ref. No.	ANERT-TECH/238/2023-T6
Name of Work	Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd
Download of Tender Form	http://www.etenders.kerala.gov.in
Last date of submission of Tender	28/11/2023 @ 3.00 PM
Date and Time of opening the Tender	28/11/2023 @ 4.00 PM
Cost of Tender form	Rs. 8,850/- (Including GST)
EMD	Rs. 1,00,000 (Refundable)
Warranty period	3 years / 1,25,000 KM whichever is low + 2 Years AMC post warranty
	- F
Availability of Tender Forms	Website <u>http://www.etenders.kerala.gov.in</u>

Thiruvananthapuram	
14/11/2023	

Sd/-CEO

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# **GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT**

This e-Tender is being published for the Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd. The tender is invited in two cover system through e-procurement portal of Government of Kerala (www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in <u>www.etenders.kerala.gov.in</u>

## **1. ONLINE BIDDER REGISTRATION PROCESS:**

- 1.1 Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on <u>www.cca.gov.in</u>. Once, the DSC is obtained, bidders have to register on <u>www.etenders.kerala.gov.in</u> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 through email: <u>helpetender@gmail.com/etendershelp@kerala.gov.in</u> for assistance in this regard

# 2. ONLINE TENDER PROCESS:

The tender process shall consist of the following stages:

- Downloading of tender document: Tender document will be available for free download on <u>www.etenders.kerala.gov.in</u>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: (not applicable)
- iii. Publishing of Corrigendum: All corrigenda shall be published on <u>www.etenders.kerala.gov.in</u> and shall not be available elsewhere.

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- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <u>www.etenders.kerala.gov.in</u>. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be emailed by the bidder to the help desk (helpetender@gmail.com/etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. Opening of Bid and Bidder short-listing: The single cover bids will be opened, evaluated and shortlisted as per the eligibility. Failure to submit the required documents online will attract disqualification. Price bids of the eligible bidder's will open the same day of opening and the work will be awarded.

# 3. DOCUMENTS COMPRISING BID:

3.1 (a) The First Stage - Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid

Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

Envelop -1 shall contain, Part-I (this document in PDF form)/scanned copies of:

- i. Tender documents downloaded (signed with office seal)
- ii. Summary of Bid qualification requirement (Annexure A)
- iii. Agreement in the prescribed format (Annexure B) on Govt. of Kerala stamp paper worth Rs.200/-
- iv. Copy of Registration Certificate of the bidder firm
- v. Copy of GST Certificate

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- vi. Copy of PAN card
- vii. Documents to prove the annual Turnover of the bidder along with a certificate from Chartered Accountant regarding net worth. (Capital + Reserves)
- viii. Copy of the work orders and certification from the purchase regarding execution of the order, to prove the experience in executing similar orders, as specified
  - ix. Detailed Brochure of the vehicle being proposed
  - x. Declaration by the bidder (format as in Annexure C)
  - xi. Declaration of relationship with ANERT employee (format as in Annexure D)
- 3.1 (b) The Second Stage (Financial Cover as per two cover system):

**Envelop -2:** shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

- 3.2 The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
- 3.3 The Bidder shall complete the Price bid as per format given for download along with this tender.
  - Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.
- 3.4 Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non responsive and rejected.

# 4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

4.1 The Bidder shall pay, a tender document fee of Rs. 8,850/- and Earnest Money Deposit or Bid Security of Rs. 1,00,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

- 4.2 Bidders who are registered as or under MSME / MSE / NSIC / Udhog Aadhar OR Central/State PSE are exempted from paying EMD and Tender Fee.
- 4.3 Online Payment modes: The tender document fees can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility

**State Bank of India Multi Option Payment System (SBI MOPS Gateway)**: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

<b>A)</b>	A) Internet Banking Options (Retail)					
1	Allahabad Bank	32	Kotak Mahindra Bank			
2	Axis Bank	33	Lakshmi Vilas Bank			
3	Andhra Bank	34	Mehsana Urban Co-op Bank			
4	Bandan Bank	35	NKGSB Co-operative Bank			
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce			
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank			
7	Bank of India	38	Punjab National Bank			
8	Bank of Maharashtra	39	Punjab and Sind Bank			
9	Bassein Catholic Co-operative Bank	40	RBL Bank			
10	BNP Paribas	41	Saraswat Cooperative Bank			
11	Canara Bank	42	ShamraoVithal Cooperative Bank			
12	Catholic Syrian Bank	43	South Indian Bank			
13	Central Bank of India	44	Standard Chartered Bank			
14	City Union Bank	45	State Bank of India			
15	Corporation Bank	46	Syndicate Bank			
16	Cosmos Bank	47	Tamilnad Mercantile Bank			
17	DCB Bank	48	Tamilnadu Cooperative Bank			
18	Dena Bank	49	The Kalyan Janata Sahakari Bank			
19	Deutsche Bank	50	TJSB Bank			
20	Dhanalaxmi Bank	51	UCO Bank			
21	Federal Bank	52	Union Bank of India			
22	HDFC Bank	53	United Bank of India			
23	ICICI Bank	54	Vijaya Bank			
24	IDBI Bank	55	YES Bank			
25	Indian Bank					
26	Indian Overseas Bank					
27	IndusInd Bank					
28	Jammu & Kashmir Bank					

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30 31	Janata Sahakari Bank Karnataka Bank Karur Vysya Bank				
31	Karur Vysya Bank				
_					
<u>B) I</u>	B) Internet Banking Options (Corporate)				
1	Bank of Baroda	21	Laxmi Vilas Bank		
2	Bank of India	22	Oriental Bank of Commerce		
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank		
4	BNP Paribas	24	Punjab & Sind Bank		
5	Canara Bank	25	Punjab National Bank		
6	Catholic Syrian Bank	26	RBL Bank		
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank		
8	Corporation Bank	28	South Indian Bank		
9	Cosmos Bank	29	State Bank of India		
10	Deutsche Bank	30	Syndicate Bank		
11	Development Credit Bank	31	UCO Bank		
12	Dhanalaxmi Bank	32	Union Bank of India		
13	Federal Bank	33	UPPCL		
14	HDFC Bank	34	Vijaya Bank		
15	ICICI Bank	35	Axis Bank		
16	Indian Overseas Bank				
17	Janta Sahakari Bank				
18	Jammu & Kashmir Bank				
19	Karur Vysya Bank				
20	Kotak Bank				

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks*\* will be shown. Here, Bidder may proceed as per below:

- a) <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) <u>Other Bank Account Holders</u> may click <u>Other Banks</u> optionto view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47

- 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

\* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

# **5. SUBMISSION PROCESS:**

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on <u>www.etenders.kerala.gov.in</u> along with online payment of tender document fees and EMD.
- 5.2 For page-by-page instructions on bid submission process, please visit <u>www.etenders.kerala.gov.in</u> and click "Bidders Manual Kit" link on the home page.
- 5.3 It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

# 6. VALIDITY

6.1 The tender offer shall be kept valid for acceptance for a period of 3 months from the date of opening of offers. The offers with lower validity period are liable for rejection. Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

# 7. DEVIATIONS

7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

# 8. BLACK LIST

8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

### 9. BIDDER'S LOCATION

- 9.1 The tenderers are requested to furnish the exact location of their factories/godown with detailed postal address and pin code, telephone and fax nos. etc. in their tenders to arrange inspection by ANERT, if considered necessary.
- 9.2 All communication shall be made to the registered email of the bidder in the etendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

# **10. CORRUPT AND FRAUDULENT PRACTICES**

ANERT requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected service Provider(s) shall permit ANERT or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ANERT.

# **11. CONFLICT OF INTEREST**

- i. The Suppliers / Service Provider(s) is required to provide professional, objective, and impartial services, at all times holding ANERT"s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to ANERT any situation of actual or potential conflict that impacts its capacity to serve the best interest of ANERT. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.
- ii. Relationship with the ANERT staff: a service Provider (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the ANERT who are directly or indirectly involved in any part of the preparation of the Terms of Reference for the assignment, the selection process for the Contract, or the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable

to ANERT throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the TENDER

# **12. CONFIDENTIALITY**

- i. From the time the Proposals are opened to the time the Contract is awarded, the agency (ies) should not contact any of the officials of ANERT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the agency (ies) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii. Any attempt by the agency (ies) or anyone on behalf of the Suppliers to influence improperly ANERT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Government sanctions procedures.
- iii. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a agency (ies) intends to contact ANERT on any matter related to the selection process, it should do so only in writing.
- iv. The Bids should be submitted only through the e-tender portal www.etenders.kerala.gov.in. Agency (ies) shall upload all the necessary documents in the e tender portal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process.
- v. Proposals must be direct, concise, and complete. ANERT will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information is not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- vi. The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders

#### **13. APPLICABLE LAW**

The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the service provider will lead to rejection of work order.

#### **14. AMENDMENT OF TENDER DOCUMENT**

At any time prior to the deadline for submission of the tender, ANERT may for any reason, modify the tender document. The amendment document/ corrigendum shall be notified through the website www.etenders.kerala.gov.in and such amendments shall be binding on all the bidders.

#### **15. COMMENCEMENT OF WORKS**

The successful bidder should sign the contract agreement within 7 days of issue of work order. The successful bidder should start the services as defined in the scope of work within 15 days of Issue of work order.

#### **16. GOVERNMENT OF KERALA – CORRUPT AND FRAUDULENT PRACTICES**

ANERT follows the policy of the Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ANERT requires the agency (ies) to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963), The Stores Purchase Manual (SPM), 2013.

# **BID QUALIFICATION REQUIREMENTS**

## **17. BID QUALIFICATION REQUIREMENTS**

- 17.1 Every tenderer should submit along with his e-tender an Earnest Money Deposit (EMD). This may be done electronically from any of the Nationalized/Schedule Banks. The EMD of the disqualified tenderers will be returned automatically through e-procurement system. The EMD of the successful tenderers may be adjusted towards the security deposit. No interest shall be paid for the earnest money deposited.
- 17.2 An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure B must be submitted along with e-tender document.
- 17.3 In case of Authorised Distributors, authorisation letter from the OEM regarding participation in the tender must be submitted.
- 17.4 Bidder should have cumulative experience of supply of at least 10 Nos. of Electric 4-Wheelers.
- 17.5 The bidder's company/firm must not have been debarred / blacklisted by any Govt. Dept., agency, PSUs / institution / agencies / autonomous organisations. The bidder shall submit a self-certification by an authorized person duly notarized to this effect.
- 17.6 Price Bid in excel format, for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

#### 17.2 Eligibility Requirement

• The detail of eligibility requirements is provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required	
1.1	The Bidder should have any of the following legal status:	a) In case of Company – Copy of Registration/ Incorporation Certificate	

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	1		
	a) Body incorporated in India under the	b) In case of LLP – Copy of Deed of	
	Companies Act, 2013 including any	Partnership	
	amendment thereto; OR	c) In case of Partnership –	
	b) Body incorporated in India under the	Copy of Deed of Partnership	
	Limited Liability Partnership (LLP) Act,	d) In case of Sole Proprietor – Duly	
	2008 including any amendment thereto; OR	notarized Undertaking from Sole	
	c) Firm registered under Partnership Act, 1932	proprietor	
	in India; OR		
	d) Sole Proprietor		
	In case of JV, all the members must fulfil this		
	requirement and submit the documents as per the		
	Tender Document.		
1.2	Bidder must have GST Registration	Copy of GST registration certificate	
1.3	The Bidder must have valid PAN Number	Copy of Pan Card	
1.4	The bidder should be having unblemished record	The bidder shall provide an Undertaking	
	and must not be blacklisted or declared ineligible	as per the format provided as Format A.	
	for corrupt & fraudulent practices by "any state/		
	central government" department/ company /		
	entity" as on date of bid opening.		
1	1		

# **10.3 Qualification Requirement**

The details of qualification requirements are provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	Technical Criteria	
	Bidder should have cumulative experience of supply of at least 10 Nos. of Electric 4-	The copy of invoices for the EVs supplied
1.2.	Wheelers. Financial Criteria	
1.2.1.	The Bidder should have positive net worth in at least 2 years out of the last five Financial Years (FY 17-18, FY 18-19, FY19- 20, FY20-21 & FY21-22).	1. Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant as per the format provided Format B, duly mentioning UDIN
1.2.2.	Minimum Average Annual Turnover (MAAT) during any 2 best out of last five financial years (FY 17-18, FY 18-19, FY19- 20, FY20-21 & FY21-22) of the bidder shall not be less than 1 Cr.	<ol> <li>Firm's Annual Audit Report, Balance sheet, Profit &amp; Loss and Income Tax Returns / CA certificate for last Five years i.e., F.Y: FY 17-18, FY 18-19, FY19-20, FY20-21 &amp; FY21-22</li> </ol>

# **CONDITIONS OF CONTRACT**

### **18. GENERAL CONDITIONS**

- 18.1 The tenders should be submitted online at <u>www.etenders.kerala.gov.in</u>
- 18.2 The tenders should be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 18.3 Intending tenderers should submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 18.4 The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached.
- 18.5 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 18.6 Every tenderer should send along with his tender an Earnest Money Deposit. This may be paid online at the e-tenders website.
- 18.7 If any tenderer withdraws from his e-tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited.
- 18.8 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- 18.9 In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of guarantee under a definite penalty. Communication of acceptance of the e-tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, Lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out below:

- a) The successful tenderer shall sign a tripartite agreement with ANERT & Smart City Thiruvananthapuram Ltd within the period specified in the letter of acceptance of this tender. The amount of stamp duty for the agreement must be in compliance with G.O.(P) No.113/2019/TD. dtd 24.07.2019 with respect to public works. The successful tenderer shall deposit a sum equivalent to 3% of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed to be specified in the work order issued by ANERT.
- b) There will be no exemption for MSE's in depositing this security amount. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- c) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and the loss if any caused to ANERT shall thereby together with such sums as may be fixed by ANERT towards damages be recovered from the defaulting tenderer.
- d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract prices, as liquidated damages, a sum equivalent to 0.5 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores and services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

- 18.10 The Security deposit shall, subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract but in the event of any dispute arising between ANERT and the contractor, ANERT shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from ANERT to the contractor. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.
- 18.11 (a) All payments to the contractors will be made by M/s Smart City Thiruvananthapuram based on the recommendations made by ANERT in due course

(b) All incidental expenses incurred by SCTL/ANERT for making payments outside the State in which the claim arises shall be borne by the contractor.

- 18.12 The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
- 18.13 In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause(s) of this contract the contractor shall have rendered himself liable to damages

amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and ANERT may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of ANERT against the contractor or his sureties in respect of any breach of contract committed by the contractor. All expenses and damages caused to ANERT by any breach of contract by the contractor shall be paid by the contractor to ANERT and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

- 18.14 In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for ANERT (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere of on behalf of ANERT by an order in writing under *the* hand of the CEO put an end to this contract and in case ANERT shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to ANERT under and by virtue of this contract, it shall be lawful for ANERT from and out of any moneys for the time being payable or owing to the contractor from ANERT under or by virtue of this contract or otherwise to pay and reimburse to ANERT all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being payable by the contractor aforesaid.
- 18.15 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the

Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd

contractor with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or contractor from ANERT shall be adjusted against any sum of money due to ANERT from him under any other contracts.

- 18.16 Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- 18.17 The tenderer shall undertake the installation and commissioning of the system according to the standards and specification.
- 18.18 No representation for enhancement of rate once accepted will be considered.
- 18.19 The prices quoted should be inclusive of GST and all other expenses which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
- 18.20 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 18.21 The tenderer should send along with this tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement is given as Annexure B to this tender. Tenders without the agreement in stamped paper will be rejected outright.
- 18.22 Conditions in the technical document, technical specifications and special conditions of this tender document would override these general conditions, wherever applicable.
- 18.23 ANERT, by notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.

- 18.24 E-tender shall be opened at the time and date announced in the tender notice, and the price bid will be evaluated on the same day.
- 18.25 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 18.26 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

## **19. SPECIAL CONDITIONS**

- 19.1 Each bidder should submit only one (1) bid. Any bidder who `submits/participates in more than one bid for the work shall be disqualified.
- 19.2 The tenders will be opened in the presence of bidders present at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- 19.3 If the bidder has NOT submitted the requisite EMD OR Agreement, OR if the price bid is not submitted along with the tender, such tenders will be summarily rejected.
- 19.4 During the tender evaluation, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.
- 19.5 The price bids of the tenderers, which submitted the required documents only will be opened and the L1 bidder will be awarded the work of supply and installation of items after fulfilling all the requirements.
- 19.6 ANERT reserves the right, in the interest of completion of work within the time limit, to award portion/portions of the Work order to next higher bidders, called for negotiation in the increasing order of their price offers, if they agree to supply at the L1 price.
- 19.7 The rate quoted should be all inclusive including delivery of the vehicles, any incidental expenses for unloading, GST and all other expenses.
- 19.8 The price quotes should be inclusive of initial cost of supply, maintenance during the warranty period of 3-years.

- 19.9 The tender offer shall be kept valid for acceptance for a period of 3 months from the date of opening of bid. The offers with lower validity period are liable for rejection.
- 19.10 The evaluation of the price bid will be based on the grand total of all-inclusive amount quoted excluding GST.



# AGENCY FOR NEW & RENEWABLE ENERGY RESEARCH AND TECHNOLOGY (ANERT)

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 033; <u>www.anert.gov.in</u>, <u>projects@anert.in</u>

# **E-TENDER DOCUMENT**

Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd

Ref. No.: ANERT-TECH/238/2023-T6

**PART - 2: SCOPE OF WORKS** 

Date of Publishing of Bids :- 14/11/2023

Last Date of Submission of Bids : - 28/11/2023

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# **SCOPE**

#### 20. INVITATION TO BID

- 20.1 **ANERT is the State Agency for Renewable Energy in Kerala** having its Headquarters at Thiruvananthapuram, Kerala, and various district level offices.
- 20.2 To meet the requirements, ANERT proposes to invite bids from Manufacturers / Authorised distributors of Electric 4 Wheelers for the Supply of 20 Nos of Electric cars as per details/scope of work mentioned in this tender document.
- 20.3 Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria** of this tender and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document.
- 20.4 Address for submission of Bids, contact details including email address for sending communications are given in this tender document.
- 20.5 This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
- 20.6 Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing services to ANERT are invited to submit their technical proposal in response to this tender. The criteria and the actual process of evaluation of the responses to this tender and the selection of Bidder will be entirely at ANERT's discretion. This tender seeks proposal from Bidders who have the necessary experience, capability & expertise to provide ANERT the proposed Services adhering to its requirements outlined in this tender.

#### **21 SCHEDULE OF SUPPLY**

- 21.1 The items should be delivered at ANERT HQ, Thiruvananthapuram / at any location specified by ANERT within Thiruvananthapuram corporation limits.
- 21.2 The successful bidder should complete the Supply of the vehicles within 30 days from the date of issue of work order.

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21.3 Penalty for delay in supply and installation will be imposed at 0.5 % per week up to a maximum 10%. In case of delay in supply and installation, CEO, ANERT may cancel the contract and take recourse to other action as deemed appropriate. Order will be cancelled if the delay of service is more than this time period and work will be issued to the second successful bidder

## 22. SCOPE OF WORK

The broad scope of the bidder(s) shall include Testing, Inspection, Supply, Transportation, Complete system warranty & Transit insurance, delivery to project site etc.

ANERT intends to Procure 20 Nos of Electric Cars in 3 different segments complying with the technical requirements and specifications are below:

SN	SEGMENT	Qty
1	Compact SUV	15
2	5-Seater SUV	4
3	Compact Crossover SUV	1
	20	

# 22.1 Comprehensive extended on-site warranty and Annual Maintenance Contract (AMC) requirement

- a. The Bidder must provide a comprehensive extended on-site warranty package for high value components (such as drivetrain components, chassis and drive motor) for a duration of 5 years from the date of delivery of vehicle. The bidder must provide AMC for E- cars for a duration of 5 years from the date of delivery of vehicle. Exclusions such as wear, and tear parts must be clearly mentioned. The warranty of battery pack should be minimum 8 year/ 1,50,000 km.
- b. The AMC would also include periodic preventive maintenance as specified by the OEM. The bidder along with this bid should submit a preventive maintenance protocol including periodicity (time or Km usage) of change of components (Format-C).
- c. The service and maintenance facilities must be available at Thiruvananthapuram.
- d. The comprehensive extended on-site warranty and AMC package must clearly

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mention turn- around times for repairs and any assumptions thereof. The turnaround time for repairs should be no longer than 8 working hours (for nonaccidental cases) from vehicle reaching the service center to readiness for dispatch with the issues resolved. The bidder is expected to clearly specify the authorized workshop timings as a part of the bid.

- e. The battery capacity must always exceed 75% of its rated (certified) capacity for 3000 charging cycles or 8 years of continuous operations, whichever is earlier from the date of delivery of vehicle. The bidder must account for battery cell replacements or other means to ensure this while calculating the comprehensive extended on-site warranty and AMC costs.
- f. The successful bidder(s) should also facilitate the registration of e-cars for ANERT and its clients. The cost of the registration should be borne by the manufacturer or its agents.
- g. The cost of high security number plate and fast tag should be included in the cost of E-Car quoted by the bidder.
- h. The successful bidder(s) are also expected to actively participate in the training of drivers which would be conducted by ANERT from time to time.
- i. As per the client requirements, ANERT would direct the winning bidder(s) to raise the invoice directly to its clients.
- j. The bidder in the bid should submit the entire component wise Bill of Material (BOM) list with associated costs (Format-C).

The functionality and specification of the electric cars (unless otherwise mentioned in this document) need to be in accordance with the below mentioned information with latest amendments.

#### 22.2 Product Specification- E-4 wheeler Car

The desired functional and technical specifications of E-cars (applicable in Indian conditions) for supply are given below. However, the intent is not to specify and capture all the aspects of design and installation associated with E-cars mentioned herein. It shall be the obligation of bidder(s) that all the systems, sub-systems and equipment's/devices shall conform in all respect to high standards of engineering, design, and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

#### A. <u>COMPACT SUV</u>

Motor (Type) Electric Motor Power (PS) Electric Motor Torque (Nm) Drive Modes	Permanent Magnet Synchronous Motor 140 or above		
Electric Motor Torque (Nm)			
	240 or above		
	Multi-drive modes (Drive   Sport)		
Battery Pack	40 kWh or above, High energy density Lithium- ion battery pack		
Thermal Management System	Liquid Cooled		
Ingress Protection for Motor & Battery Pack	IP67		
Acceleration	0.8 or below (0 to 100 km/hr in sec)		
Grade-ability (%)	30 % or above		
Emission	Zero tailpipe emission		
Transmission	Single speed transmission		
Length x Width x Height (mm)	Min. 3990 x 1800 x 1600		
Wheelbase (mm)	2480 or above		
Boot space (litre)	Min. 350		
Kerb weight (kg)	1300-1400		
Steering	Electrically power assisted		
Turning circle radius (m)	5.0 or above		
Number of Air Bags	2		
ARAI Certified Range	> 450 km without AC (under Modified Indian Driving Conditions Part-1 specified by ARAI under CMVR)		
Brake			
Front Disc			
Rear Disc			
Suspens	ion		
Front Suspension	Independent MacPherson strut with coil spring		
Rear Suspension	Twist beam with dual path strut		
Chargin	ng		
Charging standard	CCS 2		
Estimated regular charging time	7 to 9 hrs.		
Estimated fast charging time	Min. 60 minutes		
Warran	ity		
Battery pack & motor warranty	Min. 8 Years / 1,60,000 km		
Vehicle warranty	Min. 3 Years / 1,25,000 km		
Power Window	ndow 4		
Compliance Compliance with all CMVR rules			

#### B. <u>5-SEATER SUV</u>

Motor (Type)	Permanent Magnet Synchronous Motor			
Electric Motor Power (PS)	170 or above			
Electric Motor Torque (Nm)	280 or above			
Drive Modes	Multi-drive modes (Drive   Sport)			
Battery Pack	50 kWh or above, High energy density Lithium- ion battery pack			
Thermal Management System	Liquid Cooled			
Ingress Protection for Motor & Battery Pack	IP67			
Acceleration	8.0 or above (0 to 100 km/hr in sec)			
Grade-ability (%)	30 % or above			
Emission	Zero tailpipe emission			
Transmission	Single speed transmission			
Length x Width x Height (mm)	Min. 4323 x 1808 x 1649			
Wheelbase (mm)	2585 or above			
Boot space (litre)	Min. 350			
Kerb weight (kg)	1300-1400			
Steering	Electrically power assisted			
Turning circle radius (m)	5.0 or above			
Number of Air bags	4			
> 450 km without AC (under ModDeclared RangeIndian Driving Conditions Part-1specified by ARAI under CMVR)				
Brakes				
Front Disc				
Rear	Disc			
Suspens	sion			
Front Suspension Independent MacPherson strut				
Front Suspension	Independent MacPherson strut			
Front Suspension     Rear Suspension	Independent MacPherson strut Torsion Beam			
	Torsion Beam			
Rear Suspension	Torsion Beam ng CCS 2			
Rear Suspension Chargi	Torsion Beam ng			
Rear Suspension Chargi Charging standard	Torsion Beam ng CCS 2			
Rear Suspension Chargi Charging standard Estimated regular charging time	Torsion Beam ng CCS 2 7 to 9 hrs. Min. 70 minutes			
Rear Suspension Charging standard Estimated regular charging time Estimated fast charging time	Torsion Beam ng CCS 2 7 to 9 hrs. Min. 70 minutes			
Rear Suspension Charging standard Estimated regular charging time Estimated fast charging time Warran	Torsion Beam ng CCS 2 7 to 9 hrs. Min. 70 minutes nty			
Rear SuspensionCharging standardEstimated regular charging timeEstimated fast charging timeWarranBattery pack & motor warranty	Torsion Beam ng CCS 2 7 to 9 hrs. Min. 70 minutes nty Min. 8 Years / 1,60,000 km			

## C. <u>COMPACT CROSSOVER SUV</u>

Motor (Type)	Permanent Magnet Synchronous Motor			
Electric Motor Power (PS)	220 or above			
Electric Motor Torque (Nm)	350 or above			
Drive Modes	Multi-drive modes (Drive   Sport)			
Battery Pack	75 kWh or above, High energy density Lithium- ion battery pack			
Thermal Management System	Liquid Cooled			
Ingress Protection for Motor & Battery Pack	IP67			
Acceleration	8.0 or above (0 to 100 km/hr in sec)			
Grade-ability (%)	30 % or above			
Emission	Zero tailpipe emission			
Transmission	Single speed transmission			
Length x Width x Height (mm)	Min. 4695 x 1890 x 1570			
Wheelbase (mm)	2900 or above			
Boot space (litre)	Min. 350			
Kerb weight (kg)	1300-1400			
Steering	Electrically power assisted			
Turning circle radius (m)	5.0 or above			
Number of Airbags	8			
Declared Range> 300 km without AC (under Mod Indian Driving Conditions Part-1 specified by ARAI under CMVR)				
Brakes				
Front	Disc			
Rear Drum				
Suspens	sion			
Front Suspension	Independent MacPherson strut			
Rear Suspension	Multi-link			
Chargi	ng			
Charging standard	CCS 2			
Estimated regular charging time	7 to 9 hrs.			
Estimated fast charging time	Min. 60 minutes			
Warra	nty			
Battery pack & motor warranty	Min. 8 Years / 1,60,000 km			
Vehicle warranty	Min. 3 Years / 1,25,000 km			
Power Window	4			
Compliance	Compliance with all CMVR rules			

- All wiring within the vehicle interior including boot space shall be concealed properly
- Charging ports/points should be on the exterior body of the car with a designated flap.
- An easily accessible telematics integration port should be available in the E-car. Each vehicle, as determined by ANERT must be fitted with a GPS device that can monitor, collect, and report information related to each vehicle including vehicle identification data, daily distance run, routes, timings, vehicle tracking, charging event information, vehicle downtimes, energy consumption, fleet operator ID, etc. Templates, periodicity, and recipients of reports will be shared by ANERT/SCTL to the successful Bidder at a later date.
- Various design elements (decals and logos) would be informed by ANERT as per requirements and would be specified by ANERT based on the car design.
- Charging cable of length of at least 10 m should be provided to enable AC charging.
- The key features expected from the E-car are provided in the table below:

	Feature	Requirement
	Seat Belts for front row (Driver + Passenger)	Y
	Seat belt for back row passengers	Y
	Driver Seat Height Adjustable	Y
	Child-safety rear door locks	Y
	2 side view mirrors + 1 Rear View Mirror	Y
Cofote Q	Automatic Door Lock (While driving)	Y
Safety & Security	Collapsible Steering column/Energy- absorbing steering column	Y
	Airbag for Driver (optional)	Y
	Airbag for Passenger (optional)	Y
	Side Intrusion Beams/ Pipe-style steel side- door guard beams	Y
	Theft-deterrent system, unauthorized entry/Digital Immobilizer/Anti-theft system	Y
	Alloy Wheels	Y
	Mud Flaps on all wheels	Y
	Bumper	Body color
Exterior	Tubeless Tyres	Y
LACCION	Door Handles	Body Color /Chrome finish
	Removable Car Seat Covers	Leather/ Leatherette
	Front Grille	Chrome/Body Color

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	Feature	Requirement
	Side Turn Indicator	Y
	ORVMs	Body Color
	Automatic climate control with air conditioning/ Heating & Air Conditioning/ Automatic Temperature Control (ATC)	Y
	4 door Power Windows	Y
	Driver side up/down & all window control	Y
	Electronic ORVMs	Y
	Keyless Entry & Remote Lock/ Keyless Open, passive unlock and lock on all doors and liftgate	Y
<b>Comfort</b> and	Passenger's seatback pocket	Y
Convenience	4-way manual seat adjuster (Front Row)	Y
	Charge port with light and lock/ Mobile Charging Point/ Auxiliary 12- volt DC power outlet	Y
	Sun visor	Y
	Front Demister	Y
	Roof Lamp (Front and Back Row)	Y
	Integrated Stereo with USB, AUX In & Radio, Bluetooth	Y
	Front & Rear Floor Mat (PVC material)	Y

## 22.3 Service Level Agreement (SLA)

The procurement of E-cars will be required to be done as per the following specifications.

SN	Defined Parameter	Service Level requirement	Validation Procedure	Penalty
1.	Turnaround time	The turn-around time	The successful bidder	<u>"More than 8 working</u>
	for non-accidental	for non-accidental	shall maintain a	<u>hours</u> and up to 16
	repairs	repairs should be no	record of the time of	working hours: 1%
		longer than 8 working	vehicle reaching the	penalty on comprehensive
		hours from the vehicle	service station and the	extended warranty and
		reaching the Service	time of readiness of	AMC (as per parameter B of
		Centre to readiness for	dispatch and the	Price Bid) for that year as
		dispatch with the issues	information must be	mentioned in the payment
		resolved in case of non-	sent to the service	schedule.
		accidental repairs.	provider.	
			Appropriate penalty	More than 16 working
		All spares for repairs	will apply to the	hours and up to 32

		Service Level Validation		
SN	Defined Parameter	requirement	Procedure	Penalty
		are to be maintained at	service provider if he	working hours: 2%
		a reasonable level to	fails to pick up the	penalty on the
		ensure adherence to	vehicle immediately	comprehensive extended
		turnaround times for	after it is ready.	warranty and AMC (as per
		repairs.		parameter B of Price Bid) for that year in the
				payment schedule.
				payment senedule.
				More than 32 working
				hours:
				3% penaltyon the
				comprehensive extended warranty and AMC (as per
				parameter B of Price Bid)
				for that year in the
				payment schedule."
2.	Turnaround times	In case of minor	The successful bidder	For Minor accident
	for accidental repairs	accident, the turn- around time should be	shall maintain a record of the time of	"More than 3 working days and up to 10 working days:
	Tepans	no longer than 3	vehicle reaching the	2% penalty on
		working days from	service station and the	comprehensive extended
		vehicle reaching the	time of readiness of	warranty and AMC as per
		Service Centre to	dispatch and the	parameter B of Price Bid)
		readiness for dispatch	information has to be	for that year as mentioned
		with the issues resolved. In case of a	sent to the service provider.	in the payment schedule. More than 10 working
		major accident, the	Appropriate penalty	days: 3% penalty on the
		turn- around time	will apply to the	comprehensive extended
		should be no longer	service provider if he	warranty and AMC (as per
		than 10 working days	fails to pick up the	parameter B of Price Bid)
		from vehicle reaching	vehicle immediately	for that year in the
		the Service Centre to	after it is ready.	payment schedule."
		readiness for dispatch with the issues		For Major accident
		resolved.		<u>For Major accident</u> "More than 10 working
				days and up to 15 working
		A major accident is an		days: 2% penalty on
		accident which has		comprehensive extended
		affected the vehicle		warranty and AMC (as per
		integrity or structural		parameter B of Price Bid))
		support and has		for that year as mentioned
		rendered a vehicle		in the payment schedule.

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SN	Defined Parameter	Service Level	Validation	Penalty
		requirement undrivable. An accident other than a major accident is a minor accident	Procedure	More than 15 working days: 3% penalty on the comprehensive extended warranty and AMC as per parameter B of Price Bid) for that year in the payment schedule.
3.	Timely Delivery of E-car: Bidder(s) must ensure that E-car's Confirmatory Purchase Orders / Delivery Order placed pursuant to issuance of LOA are delivered as per the scheduled date of delivery set out in the order at the designated place, as agreed.	Within 6 weeks of issuance of Confirmatory PO/Indent.	Delivery challan signed by representation of ANERT	0.5% penalty on the supply value of the delayed quantity confirmed for supply through the Confirmatory PO/Delivery Order (as per A of Price Bid) for every week's late delivery, subject to a maximum cap of 5 % of the supply value of the delayed quantity of the Confirmatory PO / Delivery Order
4.	Availability of e- cars in working condition	Bidder must ensure that at least 95% of the e-cars are maintained in always working condition. (Accident- related downtime is excluded). A vehicle is defined as accidental vehicle when it strikes or collides with another vehicle, a stationary object, a pedestrian, or an animal).	Through Vehicle Tracking system.	For default on this condition, 0.25% penalty on the comprehensive extended warranty and AMC for every 1% of non- availability of car per day subject to a maximum cap of 5% on the comprehensive extended warranty and AMC

# 22.4 Vehicle Registration

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- a. The successful bidder(s) must complete the registration of the Electric Vehicle at the RTO Thiruvananthapuram before delivery and all the cost incurred for the same must be borne by the bidder. The statutory payments such as Road tax, Comprehensive Bumper to Bumper Insurance for 1 year and third-party insurance for 3 years, cess, stickering work (a combined project of ANERT and SCTL with size 30cm x 15cm) and name board ("Kerala state" with size 15' x 5') and any other expenditure in this regard.
- b. The bid amount quoted must be the 'On Road' price considering all the parameters mentioned in this tender document.

#### 22.5 AC Slow charger

- a. A slow charging box at designated offices shall be provided by the bidder as per approved system.
- b. The Complete installation of slow charger including the electrical cabling upto 15m from panel board to car parking area has to be provided by the bidder.
- c. All the approval as required for EV slow charging facility will be the responsibility of the customer.

# 22.6 List of Accessories to be provided additional with each E-vehicles

- Seat Cover
- Mudflap
- Matting(3D)
- Front Sensor
- Teflon Coating (Crystal Paint Protection)
- Door Visor
- Chrome Garnish
- Scuff Plate
- Trunck Mat(3D)
- Antirust Coating
- Sunshade

# 22.7 In case of comfort and Convenience, minimum facilities shall be as follows: -

- Auto Headlamps
- Rain Sensing Wipers
- Fully Automatic Temperature Control
- Rear AC Vents

- Height Adjustable drive seat
- Height Adjustable front seatbelt
- Adjustable rear seat head rest
- Remote central lock
- Smart Key with Push Button Start (PEPS)
- Rear wiper & wash System
- Boot Lamp
- Other accessories and facilities come up with vehicle.
- GPS devices (on demand) must be made available to monitor the usage.

#### 23. SELECTION PROCEDURE

ANERT will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in three stages as:

#### 23.1 Level - I (Technical Evaluation):

ANERT shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order. A detailed proposal to be submitted as part of the bid including BoM.

After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Short-listed bidder{s) shall be informed of the date, time, and place of opening of financial bid(s) (online).

#### 23.2 Level - II (Allocation of works)

i. The financial bids of all the technically qualified bidders will be opened and shall be evaluated. The work will be awarded to the lowest bidder complying.

### 24. PERFORMANCE SECURITY

The successful bidder has to remit an amount @ 3% of the total amount quoted by them as performance security deposit in terms of Bank Guarantee/Deposit having validity for 3 months from the date of agreement. The bank guarantee/deposit will be

released/refunded to the successful bidder after completion of the contract period after deducting the penalties if any.

### **25. PAYMENT**

- 25.1 No advance payment will be given. All the documents submitted should be certified by the concerned official of ANERT and will be forwarded to Smart City Thiruvananthapuram for release of payments.
- 25.2 The terms of payment are as shown below:

Payment Milestone	Payment Terms	Conditions			
Delivery of Vehicle	100% of the amount for the quantity delivered on receipt of delivery by ANERT authorized representative. This payment would be considered as supply payment and would be made to the successful bidder(s).	Payment shall be released on delivery of vehicles within 30 days after receipt of original invoice at ANERT with receipt acknowledged, signed, and stamped.			

25.3 Income tax, contribution to workers' welfare fund and other statutory deductions shall be made from the payment as per prevailing norms.

## 26. QUALITY CONTROL / INSPECTION

- i. ANERT reserves the right to visit the manufacturing site or the supply chain for quality inspection at any time. ANERT/SCTL at its discretion may order the testing of random samples (if an Automotive Research Association of India, (referred to as ARAI hereinafter) accredited Testing Laboratory is available) or at any other third-party ARAI-accredited laboratory at cost of the E-Car manufacturer.
- ii. Pre-Dispatch Inspection
- a. All materials/equipment manufactured by the E-car manufacturer against the Supply order shall be subject to inspection, check and/or test by the ANERT or its authorized representative at all stages and place, before, during and after the manufacture.
- b. The successful bidder(s) shall submit specifications and data sheets of key components including battery, motor etc. as might be requested at least 48 hours in advance of pre- dispatch inspection date.

- c. The E-car manufacturer shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender/LOA requirements. The Test Certificate needs to be transmitted electronically to ANERT at least 48 hours in advance of pre-dispatch inspection date. Only those batches meeting compliance shall be dispatched by the supplier.
- d. If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the supplier for repairs / modification, etc. or for replacement. In such cases, all expenses including the to-and-fro freight, any other costs, etc. shall be to the account of the E-car manufacturer.
- e. All tests shall be carried out as per the relevant standards followed by ARAI, and the E-car manufacturer shall submit the relevant test reports.
- iii. Documentation along with supply of E- Cars

The bidder(s) shall provide the following documents (both hard copy and soft copy) to ANERT for reference:

- a. Manual / Guide: User Manuals
- b. FAQ
- c. OEM Functional Manuals
- d. Troubleshooting Guides
- e. Necessary regulatory documentation

Other than the regulatory documentation, the above-mentioned documents shall be provided in the word format to provide flexibility for customization, if required

## 27. WARRANTY

- i. The complete system should be warranted against any manufacturing defect or bad workmanship at least for a period of 3 (three) years from the date of supply of the e-cars. This includes replacements of spare part and labour if any.
- ii. Warranty certificate to the above effect must be furnished along with the commissioning reports. Any defect noticed during warranty period should be rectified / replaced by the supplier free of cost upon due intimation by ANERT.

#### **28. INSURANCE**

All the e-cars should be minimum 3 years third party insurance and 1 year bumper to bumper comprehensive insurance. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes

#### **29. STANDARDS**

The Design, Engineering, Manufacture, Supply, Installation, Testing, and performance of the e-cars shall be in accordance with latest appropriate Indian Standards and as detailed in the Technical Specifications of the bid document. The goods supplied under this contract shall confirm to the Standards mentioned, where appropriate Standards and Codes are not available, other suitable standards and codes as approved by the authoritative Indian Standards shall be used.

## FORMAT FOR COVERING LETTER

(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)

Sir,

I/We hereby e-tender to supply, under annexed terms and conditions of contract, the whole of the articles referred to and described in the attached specification and quantity decided by the Agency for New & Renewable Energy Research and Technology (ANERT), at the rates quoted against each item.

I am/We are remitting herewith the required amount of Rs. ..... towards the cost of e-tender and Earnest Money Deposit by electronic payment vide transaction No ...... dtd.....

Yours faithfully,

Place:

Date:

Signature Name Designation

(Office Seal)

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# **ANNEXURE A – SUMMARY OF BID QUALIFICATION REQUIREMENTS**

1. Name of the bidder	
2. Address in full	
3. Contact Details	
Mobile:	
Land Phone Fax	
Email	
4. Name and Designation of the	
authorised signatory	
5. Whether the bidder is a bonafide	
manufacturer/ Authorised Distributor of	
OEM of the item tendered (Yes/No)?	
6. Details of EMD submitted along with the bid in favour of CEO	
ANERT	
7. Annual turnover of the firm during	
last five years (Rs.) 2021-22	
(Proof to be enclosed)	
2020-21	
2019-20	
2018-19	
2017 10	
2017-18	
8. No. of service centres /Authorised service providers in Thiruvananthapuram	
(Proof to be enclosed)	
9. Whether Bidder was/is De-barred	
by ANERT (Yes/No)?	

### (To be filled in by the bidder)

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10.	Agreement submitted (Yes/ No)?	

Documentary evidence for the bid qualification requirements are submitted along with this document and the details furnished above are true and correct.

Signature of authorised signatory

Name

Designation

Date:

(office seal)

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## **ANNEXURE B - AGREEMENT**

ARTICLES OF AGREEMENT executed on this the day of
Two thousand andbetween the <b>Agency for</b>
New & Renewable Energy Research and Technology (hereinafter referred to as
ANERT) of the one part and Sri
(Name and Address of the tenderer) hereinafter referred to as "the Bounden") of the other
part.

dated ...... the bounden has submitted to ANERT a e-tender for the *Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd* 

specified therein subject to the terms and conditions contained in the said e-tender.

AND WHEREAS the bounden has furnished to ANERT a sum of Rs..... as Earnest Money Deposit for execution of an agreement undertaking the due fulfilment of the contract in case his e-tender is accepted by ANERT. NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows: -

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, ANERT shall have power and authority to recover from the bounden any loss or damage caused to ANERT by such breach as may be determined by ANERT by appropriating the moneys inclusive of Earnest Money deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to ANERT under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as ANERT may deem fit.

In witness whereof Sri ...... (Name and Designation) for and on behalf of the Agency for New & Renewable Energy Research & Technology and Sri ...... the bounden have hereunto set their hands the day and year shown against their respective signature.

Signed by Sri	Signed by Sri
(Date)	(Date)
in the presence of witnesses	in the presence of witnesses
1.	1.

2.

2.

# **ANNEXURE C – DECLARATION BY THE BIDDER**

e-Tender Notification No: ...... for Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd To

The CEO ANERT

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Document, including Addenda No.: ........ (if any)
- 2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule
- 3. Our Bid shall be valid for a period of 3 months from the date fixed as deadline for the submission of tenders in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- 4. If our Bid is accepted, we commit to submit a Security Deposit in the amount of 5 percent of the Contract Price for the due performance of the Contract;
- 5. We are not participating, as Bidders, in more than one Bid in this bidding process;
- 6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ANERT or Government of Kerala;
- 7. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- 8.

Signature

Date

Name

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## ANNEXURE D – DECLARATION OF RELATIONSHIP WITH ANERT EMPLOYEE

(to be signed and submitted by the bidder along with the bid)

Tender Notification No.: .....

Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd

То

The CEO ANERT

Name of the ANERT employee with Designation:

Name of the bidder related to the employee:

This is to put on record that Shri/Smt
currently working as in ANERT is related
to, who is the bidder in the bid. We are aware of
the Anti-corruption policy of ANERT and will observe the highest standards during the
procurement and the execution of contract and shall retain from corrupt, fraudulent,
collusive or coercive practices on competing for the contract.

Signature

Name

Date

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# Format A – UNDERTAKING FOR NO BLACKLISTING & NO BANNING

(To be provided on Rs.200 Non-Judicial Stamp paper. In Case of JV the following format is to be provided by Each Member of the Joint Venture on their respective letterhead, signed by respective authorized Signatory along with Authorized Signatory for which POA is attached with Bid))

#### **Undertaking for No Blacklisting & No Banning**

То

The CEO ANERT

**Sub:** Tender for the Procurement of 20 Nos of Electric Vehicles on Outright Purchase Basis for use in various Public offices under Solar City funded by Smart City Thiruvananthapuram Ltd

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is having unblemished record and is not declared ineligible for corrupt/fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted and not declared ineligible for reasons other than corrupt/fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

### (Signature & Seal of Authorized Signatory for which POA attached)

Name of Authorized Signatory:

**Designation:** 

Date:

Place:

# FORMAT B - CERTIFICATE OF BIDDER'S FINANCIAL QUALIFICATION

(On Letterhead of the respective entity for which the below details are provided.)

### **Financial Qualification Certificate**

### (Rupees in Crores)

S/N	Financial parameters	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
1.	Net Worth					
a)	Paid up Capital					
b)	Free Reserves and Surplus*					
c)	Misc expenses to the extent not written off					
	Net Worth (a+b-c)					
2.	Annual Turnover **					

\* Free Reserve and Surplus shall be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

\*\* Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e., sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notes to Accounts etc.

(Signature & Seal of Authorized Signatory				
Name of Authorized Signatory:	<b>Certifying Chartered Accountant</b> :			
Designation:	Name of Firm:			
Date:	UDIN No:			
Place:	Date:			
	Place:			

#### Note:

**1.** In addition to above certificate from Chartered Accountant, Bidder is required to submit Firm's Annual Audit Report, Balance sheet, Profit & Loss and Income Tax Returns / CA certificate for last Five years i.e., F.Y: 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.

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## FORMAT C – COMPONENT

#### **BILL OF MATERIAL FORMAT**

**BOM Details for E-Cars** 

(to be filled-up, scanned and uploaded as part of Bid documents ONLINE)

Name of the Bidder: \_\_\_\_\_

Tender No.\_\_\_\_\_

Sr. No. taxes,	Part Name	Pr Part number	rice per unit (excl. of	Periodicity Replaceme	
			levies, etc.) (in Rs.)	In yrs.	In Km.
1.					

Bidder is expected to add rows to this table.

### Preventive Maintenance Protocol including periodicity

Sr. No.	Services provided and components and consumables changed / replaced during maintenance	Periodicity Replaceme In yrs.	
1.			

### SERVICE STATION'S LOCATIONS:

S.No.	Full Address of Service Station	Whether company owned/ franchise/ other	Name and details of contact person

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