

# **State Urban Development Agency, (SUDA) Uttar Pradesh**

Nav Chetna Kendra, 10- Ashok Marg, Lucknow- 226001

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## **Competive Bidding**

for

**The Supply of Motor/Battery Operated Electric Rickshaw and Their  
Comprehensive Warranty Maintenance Services and Establishment of  
Battery Charging Centers in all Districts of Uttar Pradesh**

BID REFERENCE No.	: RICKSHAW/YOJNA/UPGOVT/2013
DATE AND TIME FOR OBTAINING BID DOCUMENT	: FROM 21-12-2013 TO 20/01/2014 UPTO 01.00 PM
Date Of Prebid Conference	: 03.1.2014 at 12.00 noon
PLACE FOR OBTAINING BID DOCUMENT	: Office of SUDA U.P, Lucknow
LAST DATE AND TIME FOR SUBMISSION OF BIDS	: 20/01/2014 UPTO 03.00 PM
DATE AND TIME FOR OPENING OF TECHNICAL BIDS	: 20/01/2014 AT 03.30 PM
PLACE OF OPENING OF BIDS	: State Urban Development Agency, ( SUDA ) Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001
ADDRESS FOR COMMUNICATION	: State Urban Development Agency, ( SUDA ) Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001
BID SECURITY	: Rs. 50,00,000.00 (Rupees Fifty Lacs) Only
<b>Tender Document Price</b> (Non refundable)	<b>: Rs. 25000.00</b>

**This Document Contain....**

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**It will be the responsibility of the Bidders to check State Urban Development Agency, Uttar Pradesh website <http://www.sudaup.org> for any amendment through corrigendum in the tender document. In case of any amendment, Bidders will have to incorporate the amendments in their Bids accordingly.**

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## Key Information to Tenderers

This invitation for Bids is for supply and comprehensive warranty maintenance of Motor/Battery Operated electric rickshaw and establishment of Battery Charging Centers in all districts of Government of Uttar Pradesh.

1. Bidders are advised to study the Tender Document carefully. Submission of Bids against this Tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Tender Document with full understanding of its implications.
2. The Tender document is available at office of State Urban Development Agency, Uttar Pradesh (hereinafter referred to "SUDA") and its website <http://www.sudaup.org>. Interested Bidders may also view, download the Tender document, and submit their Bid on the date and time mentioned in the table below:

(a)	Date of publication of Tender notice	Tender Notice has been published in The Daily News Paper Hindustan Times & Amar Ujala on 21/12/2013
(b)	Availability of Tender document	From 21-12-2013 After 10.00 AM on State Urban Development Agency, U.P. website <a href="http://www.sudaup.org">http://www.sudaup.org</a> and also in State Urban Development Agency, U.P. office.
(c)	Pre Bid meeting	03.1.2014 at 12.00 noon
(d)	Place of submission and opening of the Bid	State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10 Ashok Marg, Lucknow-226001
(e)	Last date and time for submission of the Bid	On 20.1.2014 upto 3.00 P.M.
(f)	Technical Bids opening date & time	On 20.1.2014 upto 3.30 P.M.
(g)	Financial Bid opening date & time (Only of technically qualified Bidders)	To be announced later after opening of Technical Bid.
(h)	Venue of opening of technical & financial Bids	State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001
(i)	Contact officer	Director, State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10- Ashok Marg, Lucknow-226001
(j)	Cost of Tender document	Rs. 25000.00 (Rupees Twenty five thousand) only (Non refundable)
(k)	Bid Security (Earnest Money Deposit)	Rs. 50,00,000.00 (Rupees Fifty Lacs) Only

3. Bidder shall have to submit non refundable Rs. 25000.00 (Rupees Twenty five thousand) only in the form of Bank Draft or Banker's Cheque in favour of Director, State Urban Development Agency (SUDA), Lucknow payable at Lucknow along with Technical Bid.
4. The Bids will be opened in the presence of Bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table.
5. In the event of date specified for Bids opening being declared a holiday for SUDA's office then the due date for opening of Bids shall be the following working day at the appointed time.

**State Urban Development Agency,(SUDA)U.P.  
(Nodal Agency Of Govt.)**

Nav Chetna Kendra, 10- Ashok Marg, Lucknow- 226001

**Tender Notice**

Sealed tenders are invited from reputed Original Equipment Manufacturers of Motor/Battery Operated electric rickshaws, for supply of Motor/Battery Operated electric rickshaws & also their maintenance services & establishment of battery Charging & Servicing Centers in all districts of Uttar Pradesh up to **3:00 PM of 20 Jan., 2014**. For details, tender document can be obtained from the office of the SUDA on any working day between 10.00 a.m. to 5.00 pm. on cash payment of tender document fee Rs. 25000.00 (non refundable). Tender document and other related information can also be downloaded from the website <http://www.sudaup.org> from 21.12.2013 onwards.(In this case tender document fee to be submitted by demand draft in favour of Director SUDA payable at Lucknow with Bid. The tenders complete in all respect should reach the office of Director, SUDA up to 3:00 PM on or before the last date mentioned above. Pre bid conference in this regard will be held on 03.1.2014 at 12:00 noon in the office of the Director, SUDA, Nav Chetna Kendra,10-Ashok Marg Lucknow to clarify terms and conditions and technical specifications. The SUDA reserves the right to cancel any or all the Bids and annul the bidding process without assigning any reason.

**DIRECTOR, SUDA**

## SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

### **(A) THE BIDDING DOCUMENTS**

#### **1 Cost of Bid**

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid and State Urban Development Agency (SUDA), U.P. (hereinafter referred to as “the Authority”), will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- b) This tender document is also available on the web site "<http://www.sudaup.org>" to enable the Bidders to use this document for submitting their Bids on the last date and time mentioned in tender notice/ tender document against this tender. The Bidders who will submit their Bids on down loaded tender documents shall have to pay tender document fee of Rs. 25,000.00 (Rupees Twenty five Thousand) Only through Demand Draft or Banker's Cheque payable in favor of Director, State Urban Development Agency U.P., Lucknow payable at Lucknow. The copy of the Cash Deposit Receipt and the original Demand Draft or Banker's Cheque should be submitted with Technical Bids. This tender document fee of Rs. 25,000.00 will be non-refundable to the Bidders. The tenders submitted on down loaded tender documents without enclosing tender document fee Rs. 25000=00 in the form of Bank Draft/ Banker's Cheque shall not be accepted.

#### **2 Contents of Tender Document**

- 2.1 The Motor/Battery Operated Electric Rickshaw (hereinafter referred to as “Rickshaw”) required to be supplied, Bidding Procedures and Contract terms and conditions are prescribed in the Tender document. The Tender document include:
  - (a) Invitation for Bids
  - (b) Section I : Instruction to Bidders (ITB);
  - (c) Section II : Conditions of Contract (CC);
  - (d) Section III: Technical Bid;
  - (e) Section IV : Financial Bid;
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a Bid not responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his Bid.

#### **3 Clarification of Bidding Documents – Pre Bid queries**

- 3.1 A prospective Bidder requiring any Technical clarification of the Bidding Documents may notify the Authority in writing or by fax at the Authority's mailing address. The Authority may respond in writing to any request for Technical clarification of the Bidding Documents which it receives no later than 15 days prior to the deadline for submission of Bids prescribed by the Authority.
- 3.2 A Pre-Bid Conference for clarifications shall be held on 03.1.2014 at 12.00 noon. The place for Pre-Bid Conference shall be informed by Director, State Urban Development Agency U.P., Lucknow (hereinafter referred to as “Director” ) to all prospective Bidders. Prospective Bidders may attend this conference to seek clarifications if any.

#### **4 Amendment of Bidding Documents**

- 4.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a Prospective Bidder, modify the Bidding Document by amendments. Such amendments shall be posted/uploaded on the SUDA's website <http://www.sudaup.org> through corrigendum and

shall form an integral part of Bid Document. The relevant clauses of the Bid Document shall be treated as amended accordingly.

- 4.2 It shall be the sole responsibility of the prospective Bidder(s) to check the web site <http://www.sudaup.org> from time to time for any amendment(s)/clarification in the Bid Document. In case of failure of prospective Bidder to get the amendments, if any, the Authority shall not be held responsible.
- 4.3 In order to allow prospective Bidder(s) a reasonable time to take the amendment into account in preparing their Bids, the Authority, at its discretion, may extend the deadline for the submission of Bids. Such extensions shall be posted/up-loaded on the SUDA's website <http://www.sudaup.org>.

## **(B) PREPARATION OF BIDS**

### **5 Language of Bid**

- 5.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the Authority shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the Bid.

### **6 Documents Constituting the Bid**

- 6.1 The Bid prepared by the Bidder shall comprise the following components:

(a) **Technical Bid** - Technical Bid will comprise of :

- (i) **Fee Details** – includes Tender Fee and Bid Security furnished in accordance with ITB.
- (ii) **Bid Form** – Bid should be filled in Form-1 (Annexure-A) as per Section-III(A) of Bidding Document justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable to the Authority.
- (iii) **Technical Specification Details** – Technical Specifications shall be filled by prospective Bidders in Form-III (Annexure-C) as per Section-III(C) of Bidding Document.
- (iv) **Qualification Details** – Details of Bidder shall be filled in Form III (Annexure A-H) as per ITB Clauses justifying that the Bidder is qualified to perform the contract if his/ her Bid is accepted and that the Bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the Rickshaw and ancillary services to be supplied by the Bidder conform to the Bidding Documents and Technical Specifications mentioned in Annexure-C. The above filled Form shall be appended with the copies of followings
  - 1) Power of Attorney in favour of signatory of Tender Documents.
  - 2) Certificate of Incorporation of Company and place of registration
  - 3) Memorandum and Article of Association showing objectives of the company
  - 4) Income tax registration number of the company
  - 5) Trade tax/VAT registration number of the company.
- (v) Filled Form III (Annexure A-H) as per Section III (G) - Capability Statement.
- (vi) Compliance certificate with specification of two seated Moter/Battery operated electric Rickshaw by testing agencies approved by Government of India under rule 126 of Central Motor Vehicle Rules 1989 as per ITB clause 10.2

- vii) Certificate of the trade mark registration/authorisation letter of the competent authority using the trade mark and/or certificate of registration of the manufacturer in excise for Motor/Battery Operated electric rickshaw being offered in this tender. In case, manufacturer is exempted from excise duties by the Government, the Bidder should also submit necessary documentary proof for the same.
- (viii) Documentary Evidence for Original Manufacturer of the Electric Rickshaws should be submitted and the supplier Bidder shall have the facility and capability for the design, fabrication, assembly and testing of the offered electric Rickshaws. The supplier shall be capable of providing reliable and economical after sales service including provision of spares for all components used. It will be the responsibility of the supplier of the electric Rickshaws to get all the components used in the electric Rickshaw and also the electric Rickshaw as a whole to be tested by the Government of India approved testing centers such as ARAI, ICAT, etc. of the Motor/Battery Operated electric Rickshaws quoted in the tender are in the business of regular supply and installation of the same make/brand of the rickshaws since last three financial years i.e. 2010-11, 2011-12 & 2012-13.
- (ix) Notarial affidavit that the Bidder's Company has not been black listed/debarred/prohibited by any State/Central Government Departments /Organizations and there is no criminal case pending in the Court against the Bidder.
- (x) Audited Balance Sheet along with Profit & Loss Statement of last three Financial years i.e. 2010-11, 2011-12, 2012-13.
- (xi) **Specifications for the Motor/Battery Operated Electric Rickshaw:**  
 Maximum speed of 20 kmph, minimum range available 85 km, fairly good speed at 3° gradient 5 kmph, starting and moving capability at 7° gradient, The detailed specifications are given below-

**A. Specifications of the 2-Seater Electric Rickshaw :**

Sl. No.	Description	Specification	Remarks
1	Type of Electric Rickshaw	Fully Electric, Battery Operated Motor Driven	2-Seater Rickshaw
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	20 kmph	To be tested with full load
5	Curb Weight (weight of the electric rickshaw including the battery)	200 kg	Tentatively
6	Laden Weight (curb weight + weight of two passengers, the driver and luggage)	450 kg	For a tentative curb weight of 200 kg
7	Range	85 km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed
8	Motor output power	48 V, 650 W or more	
9	Motor Type	Brushless motor	
10	Motor Efficiency	85 % or above	
11	Battery Voltage	48 V	
12	Battery Capacity	80 Ah	

13	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified
14	Battery Charger	230 V nominal Input Voltage, high efficiency	Charging time and efficiency shall be specified
15	Electric Power Supply Efficiency	95% or more	
16	Mechanical Power Transmission Efficiency	95% or more	
17	Overall Efficiency of the Electric Rickshaw	75% or more	To be tested at full load with maximum speed for the full range

**B. Type of Motor:**

The motor shall be of “Brushless Type” specifically designed for electric vehicles. These brushless type motors can be of DC or AC type having efficiencies of 85% or above at the rated output power delivered. These motors shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

**C. Motor Controller and the Power Supply System :**

The motor controller shall be capable of controlling the motor from start to maximum speed with no load to full load and also for slight overloads of 20% over and above the rated full load for shorter durations. They shall be able to continuously drive the motor once started with the full load with maximum speed for the full declared range of the vehicle. The controllers shall be stable, robust and shall be capable of operating at all the conditions normally encompassed by the automobiles. The motor controllers used shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

The power supply system to the motor from the storage battery which includes the dc/dc converter, and the motor driving circuit which may be a dc converter or an inverter as the case may be for the type of motor, along with the controller shall also meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.). The efficiency of the power supply system which includes the dc/dc converter, and the motor driving circuit which may be a DC converter or an inverter as the case may be for the type of motor used (calculate as the input power at the motor terminals divided by the output power at the battery terminals) shall not be less than 95% when the motor is delivering the rated output power to its shaft

**D. Storage Battery:**

As the electric Rickshaw is supposed to have frequent start-stop operations, and also varying speed and varying load operations, the battery used shall be able to survive these frequent variations. It shall be capable of supplying electric power as per the requirement and specifications of the vehicle for meeting its travel for the full range with full load.

Therefore, the battery used shall be of lead-acid or better type, and shall be EV grade deep discharge type with high cycle life. The batteries used in the electric Rickshaws shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

#### **E. Mechanical Power Transmission :**

The mechanical power transmission from the motor shaft to the wheels shall be highly efficient with a minimum efficiency of 95%. The direct mounting, or chain and sprocket or any other mechanical arrangement shall be highly reliable needing least maintenance and shall be tested for all its maneuvers to be able to meet the electric Rickshaw requirements of frequent start, stop and gradient climbing, etc apart from its normal running with full load and full speed. The mechanical power transmission system used in the electric Rickshaw shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

#### **F. Overall Rickshaw Design :**

The overall electric Rickshaw design shall meet all the requirements of safety (of the vehicle, safety of passengers and luggage and the driver), reliability, repeatability, efficiency, strength, smoothness in riding, passenger comfort in climbing/entering the Rickshaw, sitting at steady state and during the ride, getting down from the Rickshaw, keeping the luggage, etc. The Rickshaw shall not be noisy to cause discomfort for the passengers. It should have sufficient precautions not to have any electric shock for the passengers as well as the driver. It should have the proper control and instrument panel to indicate the speed, state of charge of the battery (or the remaining charge or kilometers it can run), etc. It should have sufficient braking system, suspension system, start and stop buttons, key, front and back lights with parking lights too, power supply system for these auxiliaries, and proper covered battery compartment not to cause any problem for the passengers, etc. The electric cycle Rickshaw should have the certification from any of the Government of India approved testing centers such as ARAI, ICAT, etc, so as satisfy the required performance of the electric Rickshaw as a whole and also all the main components used in it such as the motor, battery, motor controller, mechanical power transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety. The rickshaw preferably has to be fabricated with good quality steel properly plated/painted to avoid rusting for more than five years. If otherwise, proper justification to use other than good quality steel for the body and structure shall be given along with the fitness certification form the Government of India approved test centers on specifically on its suitability and safety apart from the routine test certificates required. The seats have to be of very good quality with proper cushioning provided. There shall be sufficient number of handles to ease passenger entry and ride. The roof shall be of sufficient height and shall be giving proper protection to the passengers from the direct sun light and rain. The vehicle integration, packaging of electrical and electronic wires and devices shall be such that the Rickshaw can run even in rainy season/during the rain without any problems.

#### **G. Supplier/Manufacturer Conditions:**

The supplier of the Electric Rickshaw shall preferably an Original Manufacturer of the Electric Rickshaws. The supplier shall not be a trader/importer or simply an assembler for various components. The supplier shall have the facility and capability for the design, fabrication, assembly and testing of the offered electric Rickshaws. The supplier can use the motors, controllers, batteries and battery charges procured preferably from various reliable and quality sources. All these components have to be tested at the supplier's site independently before assembling into the electric rickshaws. The supplier shall be capable



of providing reliable and economical after-sales service including provision of spares for all components used. It will be the responsibility of the supplier of the electric rickshaws to get all the components used in the electric rickshaw and also the electric rickshaw as a whole to be tested by the Government of India approved testing centers such as ARAI, ICAT, etc.

(b) **Financial Bid** – Financial Bid shall be submitted in two parts:-

- (i) **Bid Form** – First Part of Financial Bid shall be filled in Bid Form IV(A) Annexure-I as per Section-IV(A) of Bidding Document.
- (ii) **Price Schedule/ BOQ** – Second Part of Financial Bid shall be filled as Price Schedule/BOQ in Form IV(B) Annexure-J as per Section-IV(B) of Bidding document.

## **7 Bid Price**

7.1 The Bidder shall quote for Price Schedule/BOQ unit price (along with basic price, excise duty, trade tax/VAT and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) of Rickshaw in the specified places for all the Rickshaw having Technical Specifications mentioned in Section III(C). The unit prices quoted shall be with comprehensive warranty for a period of One Year.

7.2 Bid price, Price Schedule/BOQ as mentioned in para 7.1 above, shall also include followings:-

- I. The price of Rickshaw (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
  - (a) on components and raw material used in the manufacture or assembly of Rickshaw quoted ex-works or ex-factory; or
  - (b) on the previously imported Rickshaw of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
- II. any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.;
- III. the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
- IV. the price of other incidental services listed in Clause 11 of the Conditions of Contract.

7.3 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 price quotation for shall be treated as non-responsive and rejected.

## **8 Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **9 Documents Establishing Bidder's Qualification**

9.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Technical Bid, documents establishing the Bidder's qualification to perform the Contract if its Bid is accepted.

9.2 The documentary evidence of Bidder's qualification to perform the Contract if its Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of Bidding Document.

## **10 Documents Establishing Goods' Conformity to Bidding Documents**

10.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Bid, documents establishing the conformity to the Bidding Documents of all Rickshaw and services which the Bidder proposes to supply under the contract.

10.2 The documentary evidence of conformity of the Rickshaw and services to the Bidding Documents shall consist of:

- (a) Bidder have to submit compliance certificate with specification given below of two seated Moter/Battery operated electric Rickshaw by any one the following testing agencies approved by Government of India under rule 126 of Central Motor Vehicle rules, 1989:-
- i- Vehicle Research and Development Establishment of the Ministry of Defence of the Government of India.
  - ii- Automotive Research Association of India, Pune.
  - iii- Central Farm machinery Testing and Training Institute, Budni(MP).
  - iv- Indian Institute of Petroleum, Dehradun.
  - v- Central Institute of Road Transport, Pune.
  - vi- International Centre for Automotive Technology, Manesar.

Brief Specifications of the two seated Moter/Battery operated electric Rickshaw (excluding driver seat) required are as given below:-

"Maximum speed: 20kmph, Curb weight (weight of rickshaw including the battery): 200kg, Laden weight(Curb weight+ weight of two passengers, the driver and luggage): 450 kg, Range: 85 km(minimum), Power Output of motor: 650W  
Battery Voltage: 48V, Battery Capacity: 80Ah,  
Type of Battery: Deep discharge EV grad"

## **11 EMD (Earnest Money Deposit)**

11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Bid, a Bid security/ EMD in the amount of Rs. 50.00 Lac (Rs. Fifty Lacs) only in favor of the Authority i.e. Director, State Urban Development Agency, U.P., Nav Chetna Kendra, 10-Ashok Marg, Luckow-226001. The Bid Security/ EMD must be submitted along with the Technical Bid.

11.2 The Bid Security is required to protect the Authority against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 11.7.

11.3 The Bid Security shall be in Indian Rupees and shall be in the following forms only:

- (a) A bank guarantee in the form provided in the Bidding Document and valid upto next six months from the date of publication of this Bid
- (b) Bank Draft/ Pay Order payable in favor Director, State Urban Development Agency, U.P., Nav Chetna Kendra, 10-Ashok Marg, Luckow-226001 and payable at Lucknow.

The Bidder may submit the above mentioned Bid Security amount issued by the State Bank Of India, or its associates banks or Nationalised bank of India or any schedule bank of India- ICICI Bank, HDFC Bank, IDBI Bank or Axis Bank.

11.4 Any Bid not secured in accordance with ITB Clauses 11.1 and 11.3 above shall be treated as non-responsive and rejected by the Authority.

11.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Authority, pursuant to ITB Clause 12.

11.6 The Successful Bidder's Bid Security will be discharged upon the Bidder's furnishing the performance security, pursuant to ITB Clause 28.

11.7 The Bid Security may be forfeited:

- (a) if a Bidder (i) withdraws its Bid during the period of Bid Validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or (iii) modifies its Bid price during the period of Bid Validity specified by the Bidder on the Bid form or
- (b) in case of a Successful Bidder, if the Bidder fails:
  - (i) to sign the Contract with the Authority in accordance with ITB Clause 27; or
  - (ii) to furnish performance security in accordance with ITB Clause 28.

## **12 Period of Validity of Bids**

12.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by the Authority, pursuant to ITB Clause 18. A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

12.2 In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of Bid Validity. The request and the response thereto shall be made in writing. The Bid Security provided under ITB Clause 11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

## **13 Format and Signing of Bid**

13.1 The Bidder shall prepare one copy of each of the Technical Bid and Financial Bid separately.

13.2 The Bid Documents shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization letter shall be included in the Bid Document along with power-of-attorney. All the pages/documents of the Bid that are to be submitted shall be signed by the person authorized to sign the Bid.

13.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the Bid

## **14. Submission of Bids**

Bidders should start the Bid Submission process well in advance so that they can submit their Bids in time. Once the Bid submission date and time is over, the Bidders cannot submit their Bids. For delay in submission of Bids due to any reasons, the Bidders shall only be held responsible.

14.1 The Bidder shall prepare one copy of each of the Technical Bid and Financial Bid separately,.

14.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons of his company duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid.

14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

14.4 The Technical Bid shall be placed in a sealed envelope clearly marked "**Technical Bid - Suda - Motor/Battery operated Rickshaws 2013**" and the Financial Bid shall be placed in

another sealed envelope clearly marked “**Financial Bid - Suda - Motor/Battery operated Rickshaws 2013, Do not open with Technical Bid**”. Then both the above two inner envelopes shall be placed in an outer envelope clearly marked “**Technical/Financial Bids inside for Suda - Motor/Battery operated Rickshaws 2013**”.

14.5 The inner and outer envelopes shall :

(a) be addressed to the following address:

**Director,**  
State Urban Development Agency, (SUDA),  
Nav Chetna Kendra,  
10 Ashok Marg,  
Lucknow-226001

(b) bear the Invitation for Bids Tender reference No. and a statement “**Do not open before 3.30 P.M. on 20.1.2014.**”

(c) 14.6 The inner envelopes shall also indicate the name and address of the Bidder

14.7 If the outer envelope is not sealed and marked as required by the ITB Clause 14.5, the Authority will assume no responsibility for the Bid’s misplacement or premature opening.

14.8 Bids submitted through e-mail, fax etc. shall be rejected

14.9 Authority reserves the right to cancel any or all Bids without assigning any reason.

## **15. Deadline for Submission of Bids**

15.1 Bids (Technical and Financial) must be received by the Authority at the address specified under ITB Clause 14.5 (a) no later than the time 3.00 P.M. on 20.1.2014 . In the event of the specified date for the submission of Bids being declared a holiday for the Authority, the Bids shall be received upto the appointed time on the next working day.

15.2 The Authority may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with ITB Clause 4.

## **16 Late Bids**

16.1 Any Bid received by the Authority after the deadline for submission of Bids prescribed by the Authority will be rejected and/or returned unopened to the Bidder. Once the Bid submission date and time is over, the Bidder cannot submit his/ her Bid.

## **17 Withdrawal and Resubmission of Bids**

17.1 No Bid shall be modified after submission of Bids.

17.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity specified by the Bidder on the Bid form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security, pursuant to ITB Clause 11.7.

## **(C) BID OPENING AND EVALUATION OF BIDS**

### **18(A) Opening of Technical Bids by the Authority**

18.A.1 The Authority will open all Technical Bids, in the presence of Bidders’ representatives who choose to attend at 3.30 P.M. on 20.1.2014 at State Urban Development Agency (SUDA), U.P. Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001. The Bidder’s representatives who are present shall sign a attendance sheet evidencing their attendance. In the event of the specified date of -Bid opening being declared a holiday for the Authority, the Bids shall be opened at the appointed time and location on the next working day.

18.A.2 The Bidder's names and the presence or absence of requisite Bid Security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening.

## **18(B) Opening of Financial Bids**

18.B.1 The Authority will notify the Bidders, whose Technical Bids are considered acceptable to the Authority indicating the date, time and place for opening of the Financial Bids. The notification may be sent by letter, fax or by e-mail.

Simultaneously, prior to opening of the Financial Bids of the technically qualified Bidders, the Authority shall announce the names of the Bidders who, for any reason, do not qualify for the Financial Bid Opening.

18.B.2 The Financial Bids of technically qualified Bidders shall be opened on the date and time as mentioned in the Schedule above at State Urban Development Agency (SUDA), U.P. Nav Chetna Kendra, 10-Ashok Marg, Lucknow-226001 in the presence of Bidders who choose to attend. The name of Bidders, Unit Price quoted for various items etc will be announced at the meeting.

## **19 Clarification of Bids**

19.1 During evaluation of Bids, the Authority may, at its discretion, ask the Bidder for a clarification or request to submit any document in addition to the ones already submitted as part of the Bid. The request for clarification and the response shall be in writing.

## **20 Evaluation of technical Bids and Evaluation Criteria**

The Authority will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Contract, whether required tender fee, Bid Security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the Bids are generally in order. Any Bid or Bids not fulfilling these requirements shall be rejected.

The Bidders shall submit clear and readable scanned copies of following as documentary proof for evaluation of their Technical Bids:-

- 20.1 The Bidder should be a Original Equipment Manufacturers of Motor/Battery Operated Electric Rickshaw.
- 20.2 The Bidder should have certificate of the trade mark registration/authorisation letter of the competent authority using the trade mark and/or certificate of registration of the manufacturer in excise for Motor/Battery Operated electric rickshaw being offered in this tender. In case, manufacturer is exempted from excise duties by the Government, the Bidder should also have necessary documentary proof for the same. Bids not fulfilling the requirements shall be rejected.
- 20.3 The Original Equipment Manufacturer of the Motor/Battery Operated Electric Rickshaws quoted in the tender shall be in the business of regular supply and installation of the same make/brand of the Rickshaws since last three financial years.
- 20.4 Motor/Battery Operated Electric Rickshaw being quoted should have minimum technical specifications given in this tender.

20.5 The Successful Bidder (here inafter referred to as “Supplier”) shall be bound to established charging and servicing centre within one month from the date of issue of work order as per following criteria:-

1	Nagar Nigam	Prefabally 6 Centre according to no. of beneficiary and capacity of service center in each Nagar Nigam town in various specified places where Rickshaws is being supplied.
2	Nagar Palika Parishad	Prefabally 3 centre according to no. of beneficiary and capacity of service center in each Nagar Palika Parishad towns where Rickshaw is being supplied.
3	Nagar Panchayat	at least one or more as per number of Rickshaw supplied in each Nagar Panchayat town HQs.

If at any stage, it is found that the centres have not been opened or non functional or have been closed down, then the Bid Security/ Performance Bank Guarantee shall be forfeited.

20.7 The Bidder’s Company should submit a notorial affidavit that the Bidder’s Company has not been black listed/debarred/prohibited by any State/Central Government Departments /Organisations and there is no criminal case pending in the court against the Bidder. The Bids of the black-listed Bidders or those not submitting the required affidavit shall be rejected.

20.8 Bidder should have a turnover of at least Rs. 2.00 crores annual in preceding three financial year is 2010-11, 2011-12, and 2012-13. Bidder not having the required Turnover and applying against the Bid shall be rejected.

20.9 All Bids submitted shall also include the following:

- (i) Filled in form as per Section III (I) - Capability Statement.
- (ii) Copies of relevant pages of following documents:
  - a. Memorandum and Article of Association showing objectives of the company and authority to sign the Bid/ Agreement or delegate the power to others for signing the Bid/ Agreement.
  - b. Place of registration.
  - c. The power-of-attorney authorizing the Bidder to sign the Bid/Agreement.
  - d. Income tax registration number of the company.
  - e. Trade tax/VAT registration number of the company.

The Bids of the Bidders not submitting copies of documents mentioned in clause 20.9 above shall be rejected.

20.10 The Bids of Bidders who will not quote for all the items in Technical and Financial Bids shall be rejected.

20.11 The Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of purchase committee shall be rejected and shall not subsequently be made responsive by the Bidder by correction of the non-conformity. The Bids of Bidders mentioning any of their conditions which are not mentioned in the tender document or are not in conformity with the conditions of the contract, shall be rejected.

20.12 It shall be the discretion of the purchase committee to decide as to whether a Bid fulfils the evaluation criterion mentioned in this tender or not.

20.13 The Bidders are advised not to mix Financial Bid (documents) with the documents submitted for Technical Bid. The Bids of the Bidders having Financial Bid (documents) in the Technical Bid will out rightly be rejected.

- 20.14 Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the comprehensive warranty period of the items.
- 20.15 Prior to the delivery of Motor/Battery Operated electric Rickshaws, the Bidders have to demonstrate the capabilities of this machine before a select technical committee formed by the Authority.
- 20.16 Bidder have to submit compliance certificate with specification given below of two seated Motor/Battery operated electric Rickshaw by any one the following testing agencies approved by Government of India under Rule 126 of Central Motor Vehicle Rules, 1989:-
- i- Vehicle Research and Development Establishment of the Ministry of Defence of the Government of India.
  - ii- Automotive Research Association of India, Pune.
  - iii- Central Farm machinery Testing and Training Institute, Budni(MP).
  - iv- Indian Institute of Petroleum, Dehradun.
  - v- Central Institute of Road Transport, Pune.
  - vi- International Centre for Automotive Technology, Manesar.

**Specifications for the Motor/Battery Operated Electric Rickshaw:**

Maximum speed of 20 kmph, maximum range available 85 km(minimum), fairly good speed at 3°gradient 5 kmph, starting and moving capability at 7°gradient, The detailed specifications are given below-

**A. Specifications of the 2-Seater Electric Rickshaw :**

Sl. No.	Description	Specification	Remarks
1	Type of Electric Rickshaw	Fully Electric, Battery Operated Motor Driven	2-Seater Rickshaw
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	20 kmph	To be tested with full load
5	Curb Weight (weight of the electric rickshaw including the battery)	200 kg	Tentatively
6	Laden Weight (curb weight + weight of two passengers, the driver and luggage)	450 kg	For a tentative curb weight of 200 kg
7	Range	85 km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed
8	Motor output power	48 V, 650 W or more	
9	Motor Type	Brushless motor	
10	Motor Efficiency	85 % or above	
11	Battery Voltage	48 V	
12	Battery Capacity	80 Ah	
13	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified
14	Battery Charger	230 V nominal Input Voltage, high	Charging time and efficiency shall be

		efficiency	specified
15	Electric Power Supply Efficiency	95% or more	
16	Mechanical Power Transmission Efficiency	95% or more	
17	Overall Efficiency of the Electric Rickshaw	75% or more	To be tested at full load with maximum speed for the full range

### **B. Type of Motor:**

The motor shall be of “Brushless Type” specifically designed for electric vehicles. These brushless type motors can be of DC or AC type having efficiencies of 85% or above at the rated output power delivered. These motors shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

### **C. Motor Controller and the Power Supply System :**

The motor controller shall be capable of controlling the motor from start to maximum speed with no load to full load and also for slight overloads of 20% over and above the rated full load for shorter durations. They shall be able to continuously drive the motor once started with the full load with maximum speed for the full declared range of the vehicle. The controllers shall be stable, robust and shall be capable of operating at all the conditions normally encompassed by the automobiles. The motor controllers used shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

The power supply system to the motor from the storage battery which includes the dc/dc converter, and the motor driving circuit which may be a dc converter or an inverter as the case may be for the type of motor, along with the controller shall also meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.). The efficiency of the power supply system which includes the dc/dc converter, and the motor driving circuit which may be a DC converter or an inverter as the case may be for the type of motor used (calculate as the input power at the motor terminals divided by the output power at the battery terminals) shall not be less than 95% when the motor is delivering the rated output power to its shaft

### **D. Storage Battery:**

As the electric rickshaw is supposed to have frequent start-stop operations, and also varying speed and varying load operations, the battery used shall be able to survive these frequent variations. It shall be capable of supplying electric power as per the requirement and specifications of the vehicle for meeting its travel for the full range with full load. Therefore, the battery used shall be of lead-acid or better type, and shall be EV grade deep discharge type with high cycle life. The batteries used in the electric rickshaws shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

### **E. Mechanical Power Transmission :**

The mechanical power transmission from the motor shaft to the wheels shall be highly efficient with a minimum efficiency of 95%. The direct mounting, or chain and sprocket or any other mechanical arrangement shall be highly reliable needing least maintenance and shall be tested for all its maneuvers to be able to meet the electric rickshaw requirements of frequent start, stop and gradient climbing, etc apart from its normal running with full load and full speed. The mechanical power transmission system used in the electric rickshaw shall meet the relevant applicable available



standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

#### **F. Overall Rickshaw Design :**

The overall electric rickshaw design shall meet all the requirements of safety (of the vehicle, safety of passengers and luggage and the driver), reliability, repeatability, efficiency, strength, smoothness in riding, passenger comfort in climbing/entering the rickshaw, sitting at steady state and during the ride, getting down from the rickshaw, keeping the luggage, etc. The rickshaw shall not be noisy to cause discomfort for the passengers. It should have sufficient precautions not to have any electric shock for the passengers as well as the driver. It should have the proper control and instrument panel to indicate the speed, state of charge of the battery (or the remaining charge or kilometers it can run), etc. It should have sufficient braking system, suspension system, start and stop buttons, key, front and back lights with parking lights too, power supply system for these auxiliaries, and proper covered battery compartment not to cause any problem for the passengers, etc. The electric cycle rickshaw should have the certification from any of the Government of India approved testing centers such as ARAI, ICAT, etc, so as satisfy the required performance of the electric rickshaw as a whole and also all the main components used in it such as the motor, battery, motor controller, mechanical power transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety. The rickshaw preferably has to be fabricated with good quality steel properly plated/painted to avoid rusting for more than five years. If otherwise, proper justification to use other than good quality steel for the body and structure shall be given along with the fitness certification form the Government of India approved test centers on specifically on its suitability and safety apart from the routine test certificates required. The seats have to be of very good quality with proper cushioning provided. There shall be sufficient number of handles to ease passenger entry and ride. The roof shall be of sufficient height and shall be giving proper protection to the passengers from the direct sun light and rain. The vehicle integration, packaging of electrical and electronic wires and devices shall be such that the rickshaw can run even in rainy season/during the rain without any problems.

#### **G. Supplier/Manufacturer Conditions:**

The supplier of the Electric Rickshaw shall preferably an original manufacturer of the Electric Rickshaws. The supplier shall not be a trader/importer or simply an assembler for various components. The supplier shall have the facility and capability for the design, fabrication, assembly and testing of the offered electric rickshaws. The supplier can use the motors, controllers, batteries and battery charges procured preferably from various reliable and quality sources. All these components have to be tested at the supplier's site independently before assembling into the electric rickshaws. The supplier shall be capable of providing reliable and economical after-sales service including provision of spares for all components used. It will be the responsibility of the supplier of the electric rickshaws to get all the components used in the electric rickshaw and also the electric rickshaw as a whole to be tested by the Government of India approved testing centers such as ARAI, ICAT, etc.

Brief Specifications of the two seated Moter/Battery operated electric Rickshaw (excluding driver seat) required are as given below:-

"Maximum speed: 20kmph, Curb weight (weight of rickshaw including the battery): 200kg, Laden weight(Curb weight+ weight of two passengers, the driver and luggage): 450 kg, Range: 85 km (minimum), Power Output of motor: 650W  
Battery Voltage: 48V, Battery Capacity: 80Ah,  
Type of Battery: Deep discharge EV grad"

Bids of Bidder who fails to submit their compliance report shall be rejected. Financial Bids of only those Bidders will be opened whose Moter/Battery operated electric Rickshaw will be found suitable for the work.

The Bidders must quote prices of with one year warranty. If a Bidder fails to Bid as above then his/her Bid shall not be accepted.

## **21 Financial Evaluation and Comparison of Bids**

- 21.1— The Authority will evaluate and compare the Financial rates quoted in the price schedule/BOQ of those Bidders whose Technical Bids are found responsive as per the conditions of this tender.
- 21.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Successful Bidder does not accept the correction of errors if any, its Bid shall be rejected and its Bid Security may be forfeited.
- 21.3 No weightage/preference shall be given to the Bidder quoting any higher technical specifications against the technical specifications of the items asked in this tender.
- 21.4 The Authority's evaluation of a Financial Bid shall be based on lowest rate amount quoted including VAT/Service Tax of State/Central Government Cost of equipment/item as indicated in the technical specification (Ex-factory/ex-warehouse/off-the-shelf price of the Rickshaw offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Rickshaw, and Excise duty on the finished Rickshaw, if payable) and price of incidental services and the cost of inland transportation, insurance and other costs within India incidental to the delivery of the Rickshaw to their final destination as mentioned in para 7.2 of ITB.
- 21.5 Uttar Pradesh State Unit manufacturer Bidders will be given purchase preference/price preference for their manufactured quoted goods as per the G.O. 706/18-5-2003-9(S.P.)/95, dated 11 June 2003 and 1261/18-5-2006-9(S.P.)/95 dated 22 September 2006 of Small Industries Department, Govt of Uttar Pradesh.
- 21.6 Evaluation for Bids shall be done on total Bid price (including VAT) received in Bid.
- 21.7 If the Successful Bidder is not able to supply tendered quantity of electric Rickshaw, Authority reserves the right to allot other Bidder at L-1 price if they are ready to supply within the time frame order of such allotment shall be L-2, L-3, L-4 etc.

## **22 Contacting the Authority**

- 22.1 Subject to ITB Clause 19, no Bidder shall contact the Authority on any matter relating to his/her Bid, from the time of the Bid opening to the time the Agreement is executed. If the Bidder wishes to bring additional information to the notice of the Authority, he/ she can do so in writing.
- 22.2 Any effort by a Bidder to influence the Authority in its decisions on Bid evaluation, Bid comparison or execution of Agreement may result in rejection of the Bidder's Bid.

## **(D) AWARD OF CONTRACT**

## **23 Award Criteria**

- 23.1 The Authority will determine to its satisfaction whether the Bidder(s) that is selected as having submitted the lowest evaluated responsive Bid meets the criteria specified in ITB Clause 9.2, and is qualified to perform the contract satisfactorily.
- 23.2 Subject to ITB Clause 25, the Authority will award the Contract to the lowest evaluated Successful Bidder whose Bid has been determined to be responsive to all the conditions of

the Contract and meeting the Technical specification and qualification requirement of this Bidding Document.

#### **24 Tendering Authority's right to vary Quantities at Time of Award**

- 24.1 The Authority reserves the right at the time of Contract award to increase or decrease the quantity of Rickshaw and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 24.2 If any taxes/duties are increased/decreased by the Government during Contract period, the same shall be adjusted mutually after submitting the proof by the Successful Bidders to the Authority.

#### **25 Authority's right to accept any Bid and to reject any or all Bids**

- 25.1 The Authority reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.

#### **26 Notification of Award**

- 26.1 After evaluation of Bids and its acceptance by the Authority the Successful Bidder may be awarded the "Letter of Intent" for the Supply of Rickshaws.
- 26.2 The Successful Bidder will submit the Performance Bank Guarantee as per clause 28 with in 15 days from the date of issue of Letter of Intent. Thereafter the Successful Bidder will have to Sign an Agreement with the Authority which will be effective for a period of 1 Year from the date of signing of Agreement.
- 26.3 Upon Successful Bidder's furnishing of Performance Security pursuant to ITB Clause 28, the Authority will promptly discharge Bid Security pursuant to ITB Clause 11.

#### **27 Signing of Contract**

- 27.1 At the same time as the Authority notifies the Successful Bidder that its Bid has been accepted, the Authority will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties i.e. Authority and Successful Bidder.
- 27.2 Within 7 days of receipt of the Contract Form, the Successful Bidder shall sign the Contract and return it to the Authority.

#### **28.2 Performance Security**

- 28.1 Within 15 days from the date of issue of Letter of Intent the Successful Bidder shall furnish Performance Security in the form of Bank Guarantee for 5% amount of order value in favor of Director, State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10-Ashok Marg, Lucknow which would be valid for the period of Two Years 3 months (ie. 27 months) from State Bank of India or its associate banks or any Nationalized bank of India or scheduled bank located in India or from the ICICI Bank, HDFC Bank, IDBI Bank or the Axis Bank in favor of the Authority, in accordance with this tender in the Performance Security Form III(E) (Annexure-E) provided in the Bidding Documents.

28.2 If the Successful Bidder fails to deposit the Performance Security or to execute the Agreement within the specified period, it will be treated as the breach of the terms and conditions of this tender and will result in the forfeiture of the Earnest Money besides any other action for this behalf. In this case the Authority may select the next lowest evaluated Bidder for the Supply of Rickshaws on the rate of Successful Bidder.

**29 Rejection/Cancellation of Bid(s)**

29.1 Bidders must quote for all the items in the Technical Bid and in the price schedule/BOQ of Financial Bid. The Bids of Bidders who do not quote for all the items in Technical Bid and Financial Bids **shall be rejected. Incomplete or non-responsive Bids shall be summarily rejected.**

29.2. ***The Authority reserves the right to cancel any or all the Bids/ annul the Bidding process without assigning any reason thereof***

29.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required as per the Bidding documents or submission of a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in rejection of his Bid.

29.4 There should be a Bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

29.5 A confirmation that the Bidder is the owner of intellectual Property Rights in the hardware and the software items offered, Willful misrepresentation of these facts shall lead to the cancellation of the Bid/ contract without prejudice of other remedies that the Authority may take.

29.6 Any Bid not secured in accordance with ITB Clauses 11.1 and 11.3 above shall be treated as non-responsive and rejected by the Authority.

29.7 Tendered quantity of Rickshaw shall be supplied by the Successful Bidder at the sites mentioned in Annexure-K

## SECTION II :

# Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted:

- (a) "The Contract" means Agreement entered into between the Authority and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" mean the prices of various items payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Rickshaw" means Motor/Battery operated Electric Rickshaw, and/or other materials which the Supplier is required to supply to the Authority under the Contract;
- (d) "Services" means services ancillary to the supply of the Rickshaws, such as transportation and insurance, and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;
- (e) "The Authority" means Director, State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10-Ashok Marg, Lucknow -226001
- (f) "The Supplier" means the Successful Bidder supplying the Rickshaw and Services under this Contract and Supplier is -----;
- (g) "The Project Site", where applicable, means the Area of Local Bodies (Nagar Nigams, Nagar Panchyat Parishads, Nagar Palikas) and DUDA Offices in various Districts of Uttar Pradesh where the Motor/Battery Operated electric Rickshaw will be supplied, installed and maintained against the purchase orders of the Authority.
- (h) "Day" means calendar day.

### 2. Application

2.1 These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 3. Bench Marking and Standard

- 3.1 Prior to the delivery the Bidders have to demonstrate Rickshaw before a select technical committee formed by the Authority..
- 3.2 The Rickshaw supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or higher.

### 4. Patent Rights

4.1 The Supplier shall indemnify the Authority against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Rickshaw or any part thereof in India.

### 5. Performance Security

5.1 Before execution of Agreement, the Successful Bidder has furnished Performance Security in the form of bank guarantee for 5% amount of Order value in favor of Director, State Urban Development Agency, (SUDA), Nav Chetna Kendra, 10-Ashok Marg, Lucknow -226001

which would be valid for the period of Two Year 3 months(ie. 27 months) from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank or from the ICICI Bank, The HDFC Bank, The IDBI Bank or the Axis Bank located in India in the Performance Security Form provided in the Bidding Documents

Thus 5% of Bank Guarantee for validity of 27 months is proposed to ensure warranty maintenance Services of delivered Rickshaws during warranty period. 3% Bank Guarantee for validity of next 49 months is proposed to ensure operational the Service/Battery Charging Centers.

- 5.2 During warranty period, the defective item or component is to be replaced or repaired whatever required, shall be done by the Supplier to the satisfaction of the Authority.
- 5.3 The proceeds of the Performance Security shall be payable to the Authority in favor of whom the Performance Bank Guarantees being made as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 5.4 The Performance Security shall be denominated in Indian Rupees and shall be in the following forms only:

A Bank guarantee issued by State Bank of India or its associate bank or a nationalized bank of India or a scheduled bank or from the ICICI Bank, The HDFC Bank, The IDBI Bank or the Axis Bank located in India acceptable to the Authority, in the form provided in the bidding documents or another form acceptable to the Authority.

- 5.5 The performance security will be discharged by the Authority and returned to the Supplier not later than 60 days following the date of its validity/completion of the Supplier's performance obligations including any warranty obligations under the contract.
- 5.6 In the event of any amendment in the Agreement the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security rendering the same valid for the duration of the Agreement as amended for 60 days after the completion of performance obligations including one years comprehensive warranty obligations of all the items.

## **6. Inspection & Tests**

Inspection and tests prior to delivery of Rickshaws and at final acceptance are as follows:

### **6.1**

- (i) The inspection of the Rickshaws shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and the Conditions of Contract.  
The Authority will test the equipment prior to their delivery/Distribution at Sites in the office/factory of the supplier or District DUDA offices or at any place mutually agreed between the Authority and Supplier and the Supplier will dispatch the inspected & tested Rickshaws by the Authority to the ultimate consignee along with manufacturer's warranty certificate. Complete hardware and software as specified in Section III(B) should be supplied, installed and commissioned properly against the purchase order of the Authority by the Supplier prior to commencement of performance tests, if not carried out by the Authority prior to their delivery at Sites.
- (ii) The acceptance test/verification will be conducted by the team of Authority nominated by the Authority. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing

period. During acceptance tests, the Rickshaws having the same or higher technical specifications as given in the contract shall only be accepted.

- (iii) In the event of the Rickshaws failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Authority reserves the rights to get the Rickshaws replaced by the Supplier at no extra cost to the Authority.
- (iv) Successful conducts and the conclusion of the acceptance test for the installed Rickshaw shall also be the sole responsibility and at the cost of the Supplier.

6.2 The inspections and tests will be conducted on the premises of the Supplier or at DUDA offices in District or at place mutually agreed between Authority and Supplier. For conducting the inspection and tests at the premises of the Supplier, all reasonable facilities and assistance, shall be provided by the Supplier at no charge to the inspection team of the Authority. Supplier shall intimate to the Authority that the Rickshaws are ready for inspection and the Authority can send their team for inspection. After receipt of such intimation from the Supplier, the Authority shall arrange for inspection.

6.3 Should any inspected or tested Rickshaws fail to conform to the specifications, the Authority may reject the Rickshaws and the Supplier shall either replace the rejected Rickshaw or make alterations necessary to meet specification requirements free of cost to the Authority.

6.4 The Authority's rights to inspect, test and, where necessary, reject the Rickshaws after the Rickshaws arrival at Delivery Site shall in no way be limited or waived by reason of the Rickshaws having previously been inspected, tested and passed by the Authority or its representative.

#### 6.5 **Manual and Drawing**

6.5.1 Before the Rickshaws are taken over by the representative(s) of the project site(s) i.e. DUDA Offices in Districts, the Supplier shall supply operation/user manual together with, if any. These shall be in such detail as will enable the Authority to operate all the equipment as stated in the specifications.

6.5.2 The manual shall be in the Hindi and in such form and numbers as stated in the purchase order. Unless and otherwise agreed, the Rickshaws shall not be considered to be completed for the purpose of taking over until such manuals, as stated in the purchase order, have been supplied to the Authority.

### 7. **Packing**

7.1 The Supplier shall provide such packing of the Rickshaw as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into Consideration where appropriate, the remoteness of the Rickshaws final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Agreement.

## **8. Delivery and Documentation**

Upon delivery of the Rickshaws the Supplier shall notify in writing the Authority and the insurance company the full details of the delivery including purchase order number, description of Rickshaw quantity, name of the consignee etc. The Supplier shall mail the following documents to the Authority:-

- (a) 3 copies of the Supplier's invoice showing Rickshaw description, quantity, unit price, total Amount.
- (b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.
- (c) Manufacturers/Supplier's warranty certificate;
- (d) Rickshaws inspection report.

## **9. Insurance**

For delivery of Rickshaws at site, the insurance shall be obtained by the Supplier at their own cost equivalent to 110% of the value of the Rickshaws from warehouse of the Supplier to the final destinations of installation/Delivery defined as project site on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the Supplier to file the claim, if any, with the Insurance Company immediately after delivery of Rickshaws at project sites.

## **10. Transportation**

The Supplier is required under the Contract to transport the Rickshaws's to the specified destinations within Uttar Pradesh defined as Project sites given in work order.

## **11. Incidental Services**

- 11.1 The following services shall be furnished and the cost shall be included in the Contract rates:
- a. On-site delivery & satisfactory installation and execution of all the Rickshaws as per purchase order;
  - b. Furnishing all the manuals as per purchase order to the project sites; and
  - c. Maintenance and repair of the Rickshaws at each location during the comprehensive warranty period including the cost of all spares.

## **12. Spare Parts**

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the comprehensive warranty period of the items.

## **12. Warranty**

- 13.1 The Supplier warrants that the Rickshaws supplied under this Agreement are new, unused. The Supplier further warrants that all Rickshaws supplied under this Agreement shall have no defect arising from design materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Rickshaws in the conditions prevailing in the Uttar Pradesh, India.
- 13.2 The warranty shall be comprehensive for all the equipment's, parts and components (excluding consumable items). The Warranty period is one years. The period of warranty shall be considered from the date of installation and acceptance of the Rickshaws or 3 months more than warranty period from the date of delivery at project sites, whichever occurs earlier for all the items. The Supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall,



make such changes, modifications and or additions to the Rickshaws or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with Contract Clause 6.

- 13.3 The Authority shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 During warranty period, the defective item(s) or component(s) shall be replaced or repaired whatever required, by the Supplier or the service centre authorised by the Supplier, to the satisfaction of the Authority.
- 13.5 Period for correction of defects in the warranty period is maximum 48 hrs.
- 13.6 If any Rickshaws gives continuous trouble, say six times in one month, during the warranty period, the Supplier shall replace those equipment/part(s)/component(s) with new one without any additional cost to Authority.
- 13.7.1 The Supplier shall be bound to established charging and servicing centre within 30 days from the date of the work order as per following criteria:-

1	Nagar Nigam	Prefabally 6 Centre according to no. of beneficiary and capacity of service center in each Nagar Nigam town in various specified places where Rickshaws is being supplied.
2	Nagar Palika Parishad	Prefabally 3 centre according to no. of beneficiary and capacity of service center in each Nagar Palika Parishad towns where Rickshaw is being supplied.
3	Nagar Panchayat	at least one or more as per number of Rickshaw supplied in each Nagar Panchayat town HQs.

If at any stage, it is found that the centres have not been opened or non functional or have been closed down, then the Bid Security/ Performance Bank Guarantee shall be forfeited.

### 13.9 Maintenance service

The supplier is bound to repair the Rickshaw and make it usable within 48 hours from the time of complaint by the beneficiary. Failure to which the supplier will be liable for a penalty of Rs. 100 per day per Rickshaws. The total amount of penalty recovered from Supplier during full warranty period will be limited to the worth value of the Performance Security Guarantee. The amount of penalty will be recovered forfeiting the Performance Security Guarantee during warranty period in case the same is not deposited in time to the Authority on request. Further In case of providing repair/replacement/rectification services within the stipulated time of 48 hours, the cost of arranging the repair/replacement/rectification from a third party shall be borne by the Supplier.

### 13. Payment

**In Consideration of delivery/transfer of Rickshaws, incidental services therefor and establishment of charging service centers Authority shall pay in Rs. to supplier.**

Payment for Rickshaws and Services shall be made in Indian Rupees as follows:

- (i) **On Delivery**:- Eighty percent (80%) of the total price of all Rickshaws (Inspected and approved by inspection team) given in the purchase order shall be paid by the Authority to the Supplier upon submission of the documents specified in Clause 8.
- (ii) **On Installation** :- The remaining ten percent (10%) amount of the order value of the Rickshaws shall be paid to the Supplier within 15 days after successful installation of Rickshaws and submission of all installation reports duly signed & stamped by the representative(s) of all the project sites. If the distribution of all the rickshaws is not made within 30 days due to any reason for which Supplier is not responsible, the 10% payment against installation of delivered Rickshaws will be released by the Authority after their due satisfaction.

(iii) **After Training** : The remaining ten percent (10%) amount of the order value of the Rickshaws shall be paid to the Supplier after proving 1 day operational training to each beneficiaries of Rickshaws. If the beneficiaries of Rickshaws not participate in the training on given training schedule, the payment against training of delivered Rickshaws will be released by the Authority after their due satisfaction.

## **15. Prices**

15.1 Prices payable to the Supplier as stated in the Agreement shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the Supplier to the Authority.

## **16. Change Orders**

16.1 The Authority may, at any time, by written order given to the Supplier, make changes the place of delivery within the general scope of the Agreement.

## **17. Contract Amendments**

17.1 Subject to clause 16 no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **18. Assignment**

18.1 The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other person.

## **19. Delivery of the Rickshaws and Delay in the Supplier's Performance**

19.1 Supplier shall intimate to the Authority that the Rickshaws are ready for inspection and test. After receipt of such intimation from the Supplier, the Authority will arrange the inspection and test of the Rickshaws.

19.2 If, at any time, during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Rickshaws and performance of Services, the Supplier shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s) as soon as possible. After receipt of the Supplier's notice, the Authority shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.

19.3 Except as provided under clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to clause 20 unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

## **20. Liquidated Damages**

20.1 Subject to conditions of Contract, if the Supplier fails to deliver or install any or all of the Rickshaws or to establish the Service Centre/Charging centres within the period(s) specified in the Contract, the Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed Rickshaws or unperformed Services for each week or part thereof of the delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum penalty is reached, the Authority may consider termination of the Contract/purchase order pursuant to conditions of Contract Clause 21.

## **21. Termination for Default**

- 21.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (a) if the Supplier fails to deliver any or all of the Rickshas or Services within the period(s) specified in the Contract, or within any extension thereof granted by the Authority  
or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract
- 21.2 In the event the Authority terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 21.1 Authority may procure, upon such terms and in such manner as it deems appropriate. Rickshaws and/or Services similar to those undelivered, and the Supplier shall be liable to the Authority for any excess costs for such/similar Rickshaws or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **22. Force Majeure**

- 22.1 Notwithstanding the provisions of conditions of contract clause no. 19, 20 & 21 the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority, in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **23. Termination for Insolvency**

- 23.1 The Authority may, at any time, terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

## **24. Settlement of Disputes**

- 24.1 If any dispute or difference of any kind, whatsoever, shall arise between the Authority and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Authority or the Supplier may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 24.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Rickshaw under the Contract.
- 24.4.1 In case of dispute or difference arising between the Authority and a domestic Supplier relating to any matter arising out of or connected with this Agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of 3 arbitrators and one each to be appointed by the Authority and the Supplier. The third Arbitrator shall be chosen by the two Arbitrator appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary, Urban Development Department, Government of Uttar Pradesh.
- 24.4.2 If one of the parties fail to appoint its arbitrator in pursuance of sub-clause 24.4.1 above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Principal Secretary/Secretary, IT & Electronics Department, Government of Uttar Pradesh both in case of foreign supply as well as Indian supply. A certified copy of the order of the Principal Secretary/ Secretary, Urban Development Department, Government of Uttar Pradesh, making such an appointment shall be furnished to each of the parties.
- 24.4.3 Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.
- 24.4.4 The decision of the majority of the arbitrators shall be final and binding upon both the parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 24.4.5 Notwithstanding any reference to arbitration herein.
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Authority shall pay the Supplier any monies due to the Supplier.

## **25. Limitation of Liability**

- 25.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to CC Clause 4.
- (a) the Supplier shall not be liable to the Authority, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs: Provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Authority ; and
  - (b) the aggregate liability of the Supplier to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under the Contract Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **26. Governing Language**

- 26.1 The Contract shall be written in English language Subject to condition of contract clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**27. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

**28. Notices**

28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party’s address. For the purpose of all notices, the following shall be the address of the Authority and Supplier

Authority: State Urban Development Agency,  
( SUDA ) Nav Chetna Kendra,  
10-Ashok Marg, Lucknow-226001

Supplier: (To be filled in at the time of Contract execution)

.....  
.....  
.....

28.2 A notice shall be effective when delivered or on the notice’s effective date whichever is later.

**29. Taxes and Duties**

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Rickshaws and or Services to the Authority.

**30. Right to use defective equipment**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Authority shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Authority’s operation.

**31. Supplier Integrity**

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

**32. Supplier’s Obligations**

The Supplier is obliged to work closely with the Authority’s staff, act within its own authority and abide by directives issued by the Authority and implementation activities. The Supplier has to abide by the job safety measures prevalent in India and will free the Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier’s negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Authority responsible or obligated. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The Supplier will treat as confidential all data and information about received from the Authority, obtained in the execution of his/her responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Authority.

**33. Patent Right**

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Rickshaw or any parts thereof in the Authority's country, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Authority is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees). The Authority will give notice to the Supplier of such claim, if it is made, without delay.

## SECTION III : TECHNICAL BID

- III(A) BID FORM
- III(B) SCHEDULE OF REQUIREMENTS
- III(C) TECHNICAL SPECIFICATIONS
- III(D) QUALIFICATION REQUIREMENTS
- III(E) BID SECURITY FORM
- III(F) CONTRACT FORM
- III(G) CAPABILITY STATEMENT
- III(H) PERFORMANCE SECURITY FORM

**SECTION III (A) : BID FORM**

Tender reference No.: RICKSHAW/YOJNA/UPGOVT/2013

Date : .....

To :

Director,  
State Urban Development Agency,  
( SUDA ) Nav Chetna Kendra,  
10-Ashok Marg, Lucknow-226001.

Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver MOTOR/BATTERY OPERATED ELECTRIC RICKSHAWS in conformity with the said Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the Bid document and will supply the Motor/Battery Operated Rickshaw and other items/materials as per the Technical Specifications (Section III(C)) of the Bid documents. We further undertake that we fulfill the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required bid security in shape of bank guarantee are furnished with this Bid form.

We further undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Purchaser for a sum equivalent to 5% of the Contract price for the due performance of the Contract.

We agree to abide by this Bid for the Bid validity period specified in Clause 12.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the Tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

**Duly authorized to sign Bid for and on behalf of \_\_\_\_\_**



**SECTION III (B) : SCHEDULES OF REQUIREMENTS**

<b>Items Brief Description</b>	<b>Destination</b>	<b>Delivery Schedule</b>	<b>Bid Security</b>
As per the details given in the SECTION III I TECHNICAL SPECIFICATIONS	All District offices of DUDA in Uttar Pradesh	All the items shall be delivered within 90 days from the date of issue of the purchase order.  Establishment of Battery Charging Centres/Service Centres within 90 days from the date of issue of the purchase order.	Rs. 50,00,000.00

### SECTION III (C) TECHNICAL SPECIFICATIONS

(For Two seated Motor/Battery operated electric Rickshaw (excluding driver seat))

#### Specifications for the Motor/Battery Operated Electric Rickshaw:

Maximum speed of 20 kmph, minimum range available 85 km, fairly good speed at 3° gradient 5 kmph, starting and moving capability at 7° gradient, The detailed specifications are given below-

#### B. Specifications of the 2-Seater Electric Rickshaw :

Sl. No.	Description	Specification	Remarks	To be filled by the Bidder,
1	Type of Electric Rickshaw	Fully Electric, Battery Operated Motor Driven	2-Seater Rickshaw	
2	Pedal Assistance	Not required		
3	Reverse Gear	Required		
4	Maximum Speed	20 kmph	To be tested with full load	
5	Curb Weight (weight of the electric rickshaw including the battery)	200 kg	Tentatively	
6	Laden Weight (curb weight + weight of two passengers, the driver and luggage)	450 kg	For a tentative curb weight of 200 kg	
7	Range	85 km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed	
8	Motor output power	48 V, 650 W or more		
9	Motor Type	Brushless motor		
10	Motor Efficiency	85 % or above		
11	Battery Voltage	48 V		
12	Battery Capacity	80 Ah		
13	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified	
14	Battery Charger	230 V nominal Input Voltage, high efficiency	Charging time and efficiency shall be specified	
15	Electric Power Supply Efficiency	95% or more		

16	Mechanical Power Transmission Efficiency	95% or more		
17	Overall Efficiency of the Electric Rickshaw	75% or more	To be tested at full load with maximum speed for the full range	

Detailed should be attached separately as per technical specification requirement

**B. Type of Motor:**

The motor shall be of “Brushless Type” specifically designed for electric vehicles. These brushless type motors can be of DC or AC type having efficiencies of 85% or above at the rated output power delivered. These motors shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

**C. Motor Controller and the Power Supply System :**

The motor controller shall be capable of controlling the motor from start to maximum speed with no load to full load and also for slight overloads of 20% over and above the rated full load for shorter durations. They shall be able to continuously drive the motor once started with the full load with maximum speed for the full declared range of the vehicle. The controllers shall be stable, robust and shall be capable of operating at all the conditions normally encompassed by the automobiles. The motor controllers used shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

The power supply system to the motor from the storage battery which includes the dc/dc converter, and the motor driving circuit which may be a dc converter or an inverter as the case may be for the type of motor, along with the controller shall also meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.). The efficiency of the power supply system which includes the dc/dc converter, and the motor driving circuit which may be a DC converter or an inverter as the case may be for the type of motor used (calculate as the input power at the motor terminals divided by the output power at the battery terminals) shall not be less than 95% when the motor is delivering the rated output power to its shaft

**D. Storage Battery:**

As the electric rickshaw is supposed to have frequent start-stop operations, and also varying speed and varying load operations, the battery used shall be able to survive these frequent variations. It shall be capable of supplying electric power as per the requirement and specifications of the vehicle for meeting its travel for the full range with full load. Therefore, the battery used shall be of lead-acid or better type, and shall be EV grade deep discharge type with high cycle life. The batteries used in the electric rickshaws shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

**E. Mechanical Power Transmission :**

The mechanical power transmission from the motor shaft to the wheels shall be highly efficient with a minimum efficiency of 95%. The direct mounting, or chain and sprocket or any other mechanical arrangement shall be highly reliable needing least maintenance and shall be tested for all its

maneuvers to be able to meet the electric rickshaw requirements of frequent start, stop and gradient climbing, etc apart from its normal running with full load and full speed. The mechanical power transmission system used in the electric rickshaw shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

#### **F. Overall Rickshaw Design :**

The overall electric rickshaw design shall meet all the requirements of safety (of the vehicle, safety of passengers and luggage and the driver), reliability, repeatability, efficiency, strength, smoothness in riding, passenger comfort in climbing/entering the rickshaw, sitting at steady state and during the ride, getting down from the rickshaw, keeping the luggage, etc. The rickshaw shall not be noisy to cause discomfort for the passengers. It should have sufficient precautions not to have any electric shock for the passengers as well as the driver. It should have the proper control and instrument panel to indicate the speed, state of charge of the battery (or the remaining charge or kilometers it can run), etc. It should have sufficient braking system, suspension system, start and stop buttons, key, front and back lights with parking lights too, power supply system for these auxiliaries, and proper covered battery compartment not to cause any problem for the passengers, etc. The electric cycle rickshaw should have the certification from any of the Government of India approved testing centers such as ARAI, ICAT, etc, so as satisfy the required performance of the electric rickshaw as a whole and also all the main components used in it such as the motor, battery, motor controller, mechanical power transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety. The rickshaw preferably has to be fabricated with good quality steel properly plated/painted to avoid rusting for more than five years. If otherwise, proper justification to use other than good quality steel for the body and structure shall be given along with the fitness certification form the Government of India approved test centers on specifically on its suitability and safety apart from the routine test certificates required. The seats have to be of very good quality with proper cushioning provided. There shall be sufficient number of handles to ease passenger entry and ride. The roof shall be of sufficient height and shall be giving proper protection to the passengers from the direct sun light and rain. The vehicle integration, packaging of electrical and electronic wires and devices shall be such that the rickshaw can run even in rainy season/during the rain without any problems.

#### **G. Supplier/Manufacturer Conditions:**

The supplier of the Electric Rickshaw shall preferably an original manufacturer of the Electric Rickshaws. The supplier shall not be a trader/importer or simply an assembler for various components. The supplier shall have the facility and capability for the design, fabrication, assembly and testing of the offered electric rickshaws. The supplier can use the motors, controllers, batteries and battery charges procured preferably from various reliable and quality sources. All these components have to be tested at the supplier's site independently before assembling into the electric rickshaws. The supplier shall be capable of providing reliable and economical after-sales service including provision of spares for all components used. It will be the responsibility of the supplier of the electric rickshaws to get all the components used in the electric rickshaw and also the electric rickshaw as a whole to be tested by the Government of India approved testing centers such as ARAI, ICAT, etc.

Bidder have to submit compliance certificate by any one the following testing agencies approved by Government of India under rule 126 of Central Motor Vehicle rules 1989:-

- i- Vehicle Research and Development Establishment of the Ministry of Defence of the Government of India.
- ii- Automotive Research Association of India, Pune.
- iii- Central Farm machinery Testing and Training Institute, Budni(MP).
- iv- Indian Institute of Petroleum, Dehradun.
- v- Central Institute of Road Transport, Pune.
- vi- International Centre for Automotive Technology, Manesar.

Warranty Period : One Year  
Quantity : 10,000 (approximately).

Signature and seal of the Bidder:

Place :

Date

Annexure-D

### SECTION III(D) : QUALIFICATION REQUIREMENTS

1. The Bidder should be a Original Equipment Manufacturers of Motor/Battery Operated Electric Rickshaw. Bidder Should be Company registered under companies Act,
2. The Bidder should have certificate of the trade mark registration/authorisation letter of the competent authority using the trade mark and/or certificate of registration of the manufacturer in excise for Motor/Battery Operated electric rickshaw being offered in this tender. In case, manufacturer is exempted from excise duties by the Government, the Bidder should also have necessary documentary proof for the same.
3. The original equipment manufacturer of the Motor/Battery Operated electric rickshaws quoted in the tender shall be in the business of regular supply and installation of the same make/brand of the rickshaws since last three financial years i.e. 2010-11, 2011-12 and 2012-13.
4. Motor/Battery Operated electric rickshaw being quoted should have minimum technical specifications given in the tender.
5. The Supplier shall be bound to established charging and servicing centre within one month from the date of issue of work order as per following criteria:-

1	Nagar Nigam	Prefabally 6 Centre according to no. of beneficiary and capacity of service center in each Nagar Nigam town in various specified places where Rickshaws is being supplied.
2	Nagar Palika Parishad	Prefabally 3 centre according to no. of beneficiary and capacity of service center in each Nagar Palika Parishad towns where Rickshaw is being supplied.
3	Nagar Panchayat	at least one or more as per number of Rickshaw supplied in each Nagar Panchayat town HQs.

Rickshaw supplier company shall establish service centers for repair and maintainance of Rickshaws and battery charging in local body area in which this scheme is being executed where benifiary will get facility of repair and matinance of Rickshaw as well as charging of Rickshaws battery and facility of obtaining charge battery replacing discharged battery on payment basis. If at any stage, it is found that the centres have not been opened or non functional or have been closed down, then the Bid Security/ Performance Bank Guarantee shall be forfeited. After establishing the charging and servicing centers, successful Bidder shall not be permanent Grantee.

6. The Bidder should submit a notarial affidavit that the bidder's company has not been black listed/debarred/prohibitted by any State/Central Government Departments

/Organisations and there is no criminal case pending in the court against the Bidder. The Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.

7. Bidder should have a turnover of at least Rs. 2 crores in each of last three financial years i.e. 2010-11, 2011-12 and 2012-13. Bidder not having the required Turnover and applying against the bid shall be rejected.
8. The Bidder should have relevant documents for following:
  - (i) Memorandum and Article of Association or any other document showing objective of the company.
  - (ii) Place of registration.
  - (iii) The power-of-attorney authorizing the Bidder to sign the bid/ contract.
  - (iv) Income tax registration number of the company.
  - (v) Trade tax/VAT registration number of the Bidder.

The bids of the Bidders not submitting copies of documents mentioned in clause 20.8 above shall be rejected.

9. Uttar Pradesh State Unit manufacturer Bidders seeking purchase preference/price preference for their manufactured quoted Rickshaw as per the G.O. 706/18-5-2003-9(S.P.)/95, dated 11 June 2003 and 1261/18-5-2006-9(S.P.)/95 dated 22 September 2006 of Small Industries Department, Govt of Uttar Pradesh shall have to submit the evidence that their quoted Rickshaw have been manufactured by them in a manufacturing unit in Uttar Pradesh. The Bidder should also submit proof that its manufacturing unit falls into small/medium/large scale industry unit as per Uttar Pradesh Government norms.
10. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the comprehensive warranty period of the items.
11. Prior to the delivery of Motor/Battery Operated electric rickshaws, the Bidders have to demonstrate the capabilities of this machine before a select technical committee formed by the Authority.
12. Bidder have to submit compliance certificate with specification given below of two seated Motor/Battery operated electric Rickshaw by any one of the following testing agencies approved by Government of India under Rule 126 of Central Motor Vehicle Rules 1989:-
  - i- Vehicle Research and Development Establishment of the Ministry of Defence of the Government of India.
  - ii- Automotive Research Association of India, Pune.
  - iii- Central Farm machinery Testing and Training Institute, Budni(MP).
  - iv- Indian Institute of Petroleum, Dehradun.
  - v- Central Institute of Road Transport, Pune.
  - vi- International Centre for Automotive Technology, Manesar.

**Specifications for the Motor/Battery Operated Electric Rickshaw:**

Maximum speed of 20 kmph, minimum range available 85 km, fairly good speed at 3° gradient 5 kmph, starting and moving capability at 7° gradient, The detailed specifications are given below-

**A. Specifications of the 2-Seater Electric Rickshaw :**

Sl. No.	Description	Specification	Remarks
1	Type of Electric Rickshaw	Fully Electric, Battery Operated Motor Driven	2-Seater Rickshaw

2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	20 kmph	To be tested with full load
5	Curb Weight (weight of the electric rickshaw including the battery)	200 kg	Tentatively
6	Laden Weight (curb weight + weight of two passengers, the driver and luggage)	450 kg	For a tentative curb weight of 200 kg
7	Range	85 km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed
8	Motor output power	48 V, 650 W or more	
9	Motor Type	Brushless motor	
10	Motor Efficiency	85 % or above	
11	Battery Voltage	48 V	
12	Battery Capacity	80 Ah	
13	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified
14	Battery Charger	230 V nominal Input Voltage, high efficiency	Charging time and efficiency shall be specified
15	Electric Power Supply Efficiency	95% or more	
16	Mechanical Power Transmission Efficiency	95% or more	
17	Overall Efficiency of the Electric Rickshaw	75% or more	To be tested at full load with maximum speed for the full range

### **B. Type of Motor:**

The motor shall be of “Brushless Type” specifically designed for electric vehicles. These brushless type motors can be of DC or AC type having efficiencies of 85% or above at the rated output power delivered. These motors shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

### **C. Motor Controller and the Power Supply System :**

The motor controller shall be capable of controlling the motor from start to maximum speed with no load to full load and also for slight overloads of 20% over and above the rated full load for shorter durations. They shall be able to continuously drive the motor once started with the full load with maximum speed for the full declared range of the vehicle. The controllers shall be stable, robust and shall be capable of operating at all the conditions normally encompassed by the automobiles. The motor controllers used shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

The power supply system to the motor from the storage battery which includes the dc/dc converter, and the motor driving circuit which may be a dc converter or an inverter as the case may be for the type of motor, along with the controller shall also meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.). The efficiency of the power supply system

which includes the dc/dc converter, and the motor driving circuit which may be a DC converter or an inverter as the case may be for the type of motor used (calculate as the input power at the motor terminals divided by the output power at the battery terminals) shall not be less than 95% when the motor is delivering the rated output power to its shaft

#### **D. Storage Battery:**

As the electric rickshaw is supposed to have frequent start-stop operations, and also varying speed and varying load operations, the battery used shall be able to survive these frequent variations. It shall be capable of supplying electric power as per the requirement and specifications of the vehicle for meeting its travel for the full range with full load. Therefore, the battery used shall be of lead-acid or better type, and shall be EV grade deep discharge type with high cycle life. The batteries used in the electric rickshaws shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

#### **E. Mechanical Power Transmission :**

The mechanical power transmission from the motor shaft to the wheels shall be highly efficient with a minimum efficiency of 95%. The direct mounting, or chain and sprocket or any other mechanical arrangement shall be highly reliable needing least maintenance and shall be tested for all its maneuvers to be able to meet the electric rickshaw requirements of frequent start, stop and gradient climbing, etc apart from its normal running with full load and full speed. The mechanical power transmission system used in the electric rickshaw shall meet the relevant applicable available standards of the Bureau of Indian Standards and also the test standards of the Government of India approved test centers for automobiles (like ARAI, ICAT, etc.).

#### **F. Overall Rickshaw Design :**

The overall electric rickshaw design shall meet all the requirements of safety (of the vehicle, safety of passengers and luggage and the driver), reliability, repeatability, efficiency, strength, smoothness in riding, passenger comfort in climbing/entering the rickshaw, sitting at steady state and during the ride, getting down from the rickshaw, keeping the luggage, etc. The rickshaw shall not be noisy to cause discomfort for the passengers. It should have sufficient precautions not to have any electric shock for the passengers as well as the driver. It should have the proper control and instrument panel to indicate the speed, state of charge of the battery (or the remaining charge or kilometers it can run), etc. It should have sufficient braking system, suspension system, start and stop buttons, key, front and back lights with parking lights too, power supply system for these auxiliaries, and proper covered battery compartment not to cause any problem for the passengers, etc. The electric cycle rickshaw should have the certification from any of the Government of India approved testing centers such as ARAI, ICAT, etc, so as satisfy the required performance of the electric rickshaw as a whole and also all the main components used in it such as the motor, battery, motor controller, mechanical power transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety. The rickshaw preferably has to be fabricated with good quality steel properly plated/painted to avoid rusting for more than five years. If otherwise, proper justification to use other than good quality steel for the body and structure shall be given along with the fitness certification form the Government of India approved test centers on specifically on its suitability and safety apart from the routine test certificates required. The seats have to be of very good quality with proper cushioning provided. There shall be sufficient number of handles to ease passenger entry and ride. The roof shall be of sufficient height and shall be giving proper protection to the passengers from the direct sun light and rain. The vehicle integration, packaging of electrical and electronic wires and devices shall be such that the rickshaw can run even in rainy season/during the rain without any problems.

#### **G. Supplier/Manufacturer Conditions:**

The supplier of the Electric Rickshaw shall preferably an original manufacturer of the Electric Rickshaws. The supplier shall not be a trader/importer or simply an assembler for various components. The supplier shall have the facility and capability for the design, fabrication, assembly and testing of the offered electric rickshaws. The supplier can use the motors, controllers, batteries



and battery charges procured preferably from various reliable and quality sources. All these components have to be tested at the supplier's site independently before assembling into the electric rickshaws. The supplier shall be capable of providing reliable and economical after-sales service including provision of spares for all components used. It will be the responsibility of the supplier of the electric rickshaws to get all the components used in the electric rickshaw and also the electric rickshaw as a whole to be tested by the Government of India approved testing centers such as ARAI, ICAT, etc.

Bids of Bidder who fails to submit their compliance report shall be rejected. Financial Bids of only those Bidders will be opened whose Motor/Battery operated electric Rickshaw will be found suitable for the work.

The Bidders must quote prices of equipment with one year warranty.

SECTION III(E) : BID SECURITY FORM

Whereas ..... (*Name of Bidder*) (Hereinafter called "the Bidder") has submitted its Bid dated .....(*Date of submission of bid*) for the supply of ..... (*name and description of the goods*)

(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE .....(*name of bank*) of ..... (*name of country*), having our registered offices at .....(*address of bank*) (hereinafter called "the Bank"), are bound unto .....(*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank this ..... Day of ..... 20.....

THE CONDITIONS of this obligation are:

- 1. if the Bidder
  - (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the ITB; or
  - (c) modifies its Bid price during the period of Bid validity specified by the bidder on the Bid form; or
- 2. if the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity :
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the ITB;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in the demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence or one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto xx/xx/2014 and any demand in respect thereof should reach the Bank not later than the above date.

.....(Signature of the Bank)

**SECTION III(F) : CONTRACT FORM**

THIS AGREEMENT made the ..... day of ... 20..... Between .....(Name and Address of Purchaser) hereinafter called “the Athourity” of the one part and ..... (Name and address of Supplier) of hereinafter called “the Supplier” of the other part :

WHEREAS the Athourity is desirous to have some Rickshaw and ancillary services viz., ..... and has accepted a Bid by the Supplier for the supply of these Rickshaw and services in the sum of ..... (Contract price in Words and Figures) (hereinafter called the “Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form;
  - (b) the Technical Specifications and approved rates;and
  - (c) the Conditions of Contract;
3. In consideration of the payment to be made by the Athourity to the Supplier as, the Supplier hereby covenants with the Purchaser to provide the Rickshaws and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Athourity hereby covenants to pay the Supplier in consideration of the provision of the Rickshaws and services and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**DELIVERY & INSTALLATION SCHEDULE :**

All the items shall be delivered within 90 days from the date of issue of the purchase order and installed within one week thereafter. The pre dispatch inspection of the items shall be done by the Athourity before delivery at final destination.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws of the day and year first above written.

Signed, Sealed and Delivered by the

said .....(For the Athourity)

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier)

in the presence of .....

**SECTION III(G) : CAPABILITY STATEMENT (CS)**

1. (a) Name and complete mailing address of the business/sales office of the Bidder:

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- (b) Phones :

Mobile :

- (c) Fax :

- (d) E-mail for communication:

- (e) Principal place of business:

- (f) Date and Place of Incorporation of bidder's firm:

- (g) Website of Bidder's Firm:

2. Strength of business/sales office of Bidder:

- (i) No. of Marketing personnel :

- (ii) No. of Technical personnel :

- (iii) No. of Service engineers :

- (iv) No. of Supporting personnel :

- (v) TAN No. of Bidder Firm :

- (VI) PAN No. of Bidder firm :

4. Type of equipment supplied during the last 3 years by bidder:

Year	Name of equipment	Capacity & Model	Name of manufacturer and country of origin	Total no. of equipment supplied in India

5. Turnover of the bidder's company in last three financial years :

(Please fill the figures. Do not quote "As per enclosures")

	2010-11	2011-12	2012-13	2013-14
Turnover ( Rs. In Crores )				
Profit after taxation ( Rs. In Crores )				

6. Company Production capacity of the Rickshaws per month

.....

6 Names of two buyers from different departments to whom similar equipments were supplied in the last three financial years and to whom reference may be made by the Purchaser regarding the bidder's performance for timely completion of delivery, installation and after sales service support:

A. (i) Complete address of the buyer :.....  
 .....

(ii) Name & designation of contract person : .....  
 .....

(iii) Mobile/Phone/Fax no./E-mail address: .....

B. (i) Complete address of the buyer :.....  
 .....

(ii) Name & designation of contract person : .....  
 .....

(iii) Mobile/Phone/Fax no./E-mail address: .....

10. (a) Whether the Bidder has a manufacturing unit in the state of Uttar Pradesh (Yes/No) :

(b) If yes, the manufacturing unit falls into which type of industry unit (Small/Medium/Large Scale) as per Uttar Pradesh Government norms :

(c) If yes, name of items alongwith item code of tendered items which have been manufactured by your firm and quoted in this Tender :

Seal and signature of the Bidder \_\_\_\_\_

**SECTION III(H): PERFORMANCE SECURITY FORM**

Bank Guarranty No. :

Issue Date :

To : .....(Name of Purchaser/Department)

WHEREAS .....(Name of Supplier)

hereinafter called "the Supplier" has undertaken in pursuance of Contract executed on ..... dated..... 20.....between ..... (Name of Purchaser) and ..... (Name of Supplier) to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sums within the limit of .....(Amount of the Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20.....

Signature and Seal of Guarantors

.....  
.....  
.....  
Date.....20.....  
.....  
.....

## SECTION IV : FINANCIAL BID

**IV (A) BID FORM**  
**IV (B) PRICE SCHEDULE/ BOQ**

## SECTION IV (A) : BID FORM

Tender reference No.: RICKSHAWYOJNA/UPGOVT/2013 Date : .....

To :

Director,  
 State Urban Development Agency,  
 ( SUDA ) Nav Chetna Kendra,  
 10-Ashok Marg, Lucknow-226001.

Sir,

Having examined the Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... (*Description of Rickshaw and Services*) in conformity with the said Bid documents for the sum as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this bid, and hereby undertake that we accept all the conditions of the contract (section II) of the Bid document and will supply the MOTOR/BATTERY OPERATED ELECTRIC RICKSHAWs and established the Service/Charging Centers as per the Technical Specifications (Section III(C)) of the Bid documents. We further undertake that we fulfill the qualification requirement (Section III(D))and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required bid security in the shape of Bank guarantee are furnished with this Bid form.

We further undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (section III (B)).

If our Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Authority for a sum equivalent to 5% of the contract price for the due performance of the Contract.

We agree to abide by this Bid for the Bid validity period specified in Clause 12.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 20.....

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (in the capacity of)

Duly authorized to sign Bid for and on behalf of

SECTION IV (B)  
**Price Schedule/BOQ**

Name of Bidder Company:

Sr No	Required Items with Technical Specifications	Warranty Period (in Years)	Quantity	Basic Price Including Excise, Service Charge, Installation & warranty Charges ( ` )	VAT %	VAT Amount ( ` )	Unit Price inclusive all taxes etc. ( ` )
<1>	<2>	<3>	<4>	<5>	<6>	<7>	<8>
1	As mention below	1 year	10,000 (approximately)				

**Specifications for the Motor/Battery Operated Electric Rickshaw:**

Maximum speed of 20 kmph, minimum range available 85 km, fairly good speed at 3° gradient 5 kmph, starting and moving capability at 7° gradient, The detailed specifications are given below-

**A. Specifications of the 2-Seater Electric Rickshaw :**

Sl. No.	Description	Specification	Remarks
1	Type of Electric Rickshaw	Fully Electric, Battery Operated Motor Driven	2-Seater Rickshaw
2	Pedal Assistance	Not required	
3	Reverse Gear	Required	
4	Maximum Speed	20 kmph	To be tested with full load
5	Curb Weight (weight of the electric rickshaw including the battery)	200 kg	Tentatively
6	Laden Weight (curb weight + weight of two passengers, the driver and luggage)	450 kg	For a tentative curb weight of 200 kg
7	Range	85 km (minimum)	For a full charge of the battery, to be tested with full load at maximum speed
8	Motor output power	48 V, 650 W or more	
9	Motor Type	Brushless motor	



10	Motor Efficiency	85 % or above	
11	Battery Voltage	48 V	
12	Battery Capacity	80 Ah	
13	Battery Type	Lead-Acid or better, EV grade, deep discharge and high cycle life	Deep discharge level and cycle life shall be specified
14	Battery Charger	230 V nominal Input Voltage, high efficiency	Charging time and efficiency shall be specified
15	Electric Power Supply Efficiency	95% or more	
16	Mechanical Power Transmission Efficiency	95% or more	
17	Overall Efficiency of the Electric Rickshaw	75% or more	To be tested at full load with maximum speed for the full range

Bidder have to submit compliance certificate with specification given below of two seated Motor/Battery operated electric Rickshaw by any one the following testing agencies approved by Government of India under Rule 126 of Central Motor Vehicle Rules 1989:-

- i- Vehicle Research and Development Establishment of the Ministry of Defence of the Government of India.
- ii- Automotive Research Association of India, Pune.
- iii- Central Farm machinery Testing and Training Institute, Budni(MP).
- iv- Indian Institute of Petroleum, Dehradun.
- v- Central Institute of Road Transport, Pune.
- vi- International Centre for Automotive Technology, Manesar.

**Total Amount of Rickshaw per Unit Price inclusive all taxes etc. in words :**

.....

.....  
**Authorized Signature:**

**Name:**

**Designation:**

**Address:**

**Mobile no. :**

**Motor/Battery Operated Free of Cost Rickshaw Yojna For Manually Operated Rickshaw  
Owner of the State (List of Beneficiaries received from DUDA's in Response of GO No.  
35/69-1-13-14(31)/2012 TC dated January 24, 2013)**

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
1	Firozabad	Firozabad	37
		Shikohabad	11
2	Amethi	Amethi	23
		Musafirkhana	3
3	Farrukhabad	Farrukhabad	92
4	Unnao	Unnao	7
		Gangaghat	17
5	Jalaun	Orai	10
		Kalpi	3
6	Aligarh	Aligarh	64
		Khair	21
		Atrouli	120
		Beswan	15
7	Maharajganj	Siswan	22
		Ghughli	13
		Maharajganj	18
		Nautnawan	29
8	Moradabad	Moradabad	149
		Billari	163
		Thakudwara	401
		Kunderki	27
		Umrkalan	32
		Konth	99
		Bhojpur	16

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
9	Etah	Etah	33
		Marhara	15
		Jaligar	10
		Awagarh	12
10	Bijnaur	Bijnaur	339
		Kiratpur	49
		Dhampur	35
		Nagina	257
		Sherkot	112
		Syohara	38
		Haldaur	61
		Afzalgarh	64
		Chandpur	161
		Noorpur	29
		Nazibabad	225
		Nehtaur	28
		Jhalu	83
		Jalalabad	58
		Mandawer	64
		Sahanpur	43
Badapur	28		
Sahaspur	29		
11	Gautambudh Nagar	Dadri	33
12	Rae bareilly	Rae bareilly	36
13	Mainpuri	Mainpuri	44
14	Ambedker Nagar	Tanda	18
		Akbarpur	09
		Jalalpur	03

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
15	Gonda	Gonda	180
		Mankapur	13
		Karnalganj	36
		Katra	16
		Khargupur	13
16	Sambhal	Sambhal	296
		Bahajoi	53
		Chandosri	111
		Gunnaur	34
		Babralla	13
		Ganwa	11
		Sirsi	69
		Narauli	00
17	Chitrakoot	Chitrakoot	06
18	Agra	Agra	41
19	Bulandshahar	Bulandshahar	16
		Gulawathi	09
		Khurja	272
		Dibai	28
20	Basti	Basti	03
21	Pratapgarh	Pratapgarh	12
		Pratapgarh City	20
		Patti	15
		Katra Mendniganj	05
		Antu	00
		Manikpur	00
		Kunda	00

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
22	Hardoi	Pihini	20
		Shahabad	105
		Sandi	24
		Sandila	12
23	Balrampur	Balrampur	14
		Utraula	15
24	Chandauli	Mugalsarai	25
25	Lakhimpur Khiri	Paliyakalan	24
26	Pilibhit	Pilibhit	20
		Puranpur	42
		Bisalpur	188
		Bilsanda	21
27	Badaun	Badaun	626
		Sahaswaan	70
28	Kasganj	Kasganj	00
29	Kannauj	Chhibramau	19
		Kannauj	00
30	Sant Kabir Nagar	Khalilabad	00
31	Fatehpur	Fatehpur	30
32	Shamli	Shamli	34
33	Muzzafernagar	Muzzafernagar	95
34	Deoria	Laar	26
		Rudrapur	29
		Bhatpaar Rani	32
		Majhojiraj	24
35	Azamgarh	Azamgarh	16

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
36	Etawah	Etawah	32
		Jaswantnagar	39
37	Mahoba	Mahoba	13
38	Meerut	Meerut	96
		Mavana	11
		Hastinapur	09
39	Jaunpur	Jaunpur	09
40	Shajahanpur	Shajahanpur	319
		Jalalabad	12
		Tilher	124
41	Faizabad	Ayudhiya	21
		Faizabad	18
42	Auryia	Auryia	08
		Achalda	03
		Bidhuna	11
43	Amroha	Amroha	171
		Jodha	04
44	Ghazipur	Ghazipur	62
		Mohamadabad	02
45	Gorakhpur	Gorakhpur	72
		Gola Bazar	10
		Pipraich	00
		Pipiganj	00
		Sahajanwa	01
46	Behraich	Behraich	11

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
		Nanpara	08
47	Sitapur	Sitapur	02
		Mahmodabad	39
		Biswan	02
48	Allahabad	Allahabad	111
49	Hathras	Hathras	19
50	Banda	Banda	06
51	Kanpur Nagar		210
52	Rampur		624
53	Bareilly		82
54	Bhadohi		00
55	Ballia		44
56	Hamirpur		19
57	Hapur		59
58	Kaushambhi		00
59	Mathura		16
60	Shrawasti		00
61	Barabanki		01
62	Mirzapur		11
63	Sonbhadra		00
64	Ghaziabad		44
65	Kushinagar		108
66	Sultanpur		00
67	Kanpur Dehat		08
68	Lalitpur		00

<b>S.No.</b>	<b>Name of District</b>	<b>Local Bodies (Nagar Nigam/Nagar Palika Parisad/ Nagar Panchayat)</b>	<b>No.of Beneficiaries as reported till 20/12/2013</b>
69	Siddharth Nagar		00
70	Lucknow		1036
71	Saharanpur		118
72	Jhansi		00
73	Mau		28
74	Varanasi		31
75	Baghpat		45
			<b>9820</b>