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**OFFICE OF THE MANAGING DIRECTOR,**

**BELAGAVI SMART CITY LIMITED- 590006**

**Telephone No: 0831-2461352**

 **E-Mail:** bscltd16@gmail.com

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 **TENDERS FOR THE PROCUREMENT OF 50 NUMBERS OF E-RICKSHAWS AT BELAGAVI CITY**

|  |  |  |
| --- | --- | --- |
| TENDER REFERENCE | : | BSCL/TND- /2018-19 |
| DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT | : | As per e- procurement portal |
| LAST DATE FOR SALE OF TENDER DOCUMENT | : | As per e- procurement portal |
| LAST DATE AND TIME FOR RECEIPT OF TENDERS IN E-PROCUREMENT | : | As per e- procurement portal |
| TIME AND DATE OF OPENING OF TENDERS | : | As per e- procurement portal |
| PLACE OF OPENING OF TENDERS | : | Office of the MANAGING DIRECTOR, BELAGAVI SMART CITY LIMITED BELAGAVI |
| ADDRESS FOR COMMUNICATION | : | MANAGING DIRECTOROffice of the MANAGING DIRECTOR,BELAGAVI SMART CITY LIMITED,C.T.S No: 197, GURUWAR PETH, TILAKWADI, BELAGAVI -590006. |

 **TENDERS FOR**

 **TENDERS FOR THE PROCUREMENT OF 50 NUMBERS OF E-RICKSHAWS AT BELAGAVI CITY**

**SECTION I. INVITATION FOR TENDERS (IFT)**

Date :

IFT No. :

1. **The Belagavi Smart City Limited (BSCL** / Purchaser) invites tenders from eligible manufacturer /supplier/Dealers/Agencies for the procurement of **50 numbers of e-Rickshaws as per the specifications provided at Section – VI – Technical Specification**

2. The tenderers has to submit tenders for the entire items as above. **Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.**

3. Tender documents may be downloaded from Government of Karnataka e-Procurement website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in).

4. Tenders must be accompanied by EMD amount of **Rs. 1,82,000/- (Rupees One Lakh eighty two Thousand only)** which shall be paid through e-procurement portal.

5. Tenders must be electronically submitted (on-line through internet) within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ till \_\_\_\_\_\_\_\_AM/PM. as published in e-procurement portal. The Tenders will be opened on \_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_AM/PM in the presence of the Tenderers who wish to attend and if the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

6. Interested tenderers may obtain further information from the office of **the Managing Director, BSCL, C.T.S No: 197, GURUWAR PETH, TILAKWADI, BELAGAVI -590006.** from ...........to..........,during office hours.

7. Other details can be seen in the tender documents.

**SECTION II: INSTRUCTIONS TO TENDERERS**

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# SECTION II: INSTRUCTION TO TENDERERS

# A. Introduction

**1. Eligible Tenderers**

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

**2. Cost of Tendering:**

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **Belagavi Smart City Limited (BSCL)** hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

 **B. The Tender Documents**

**3. Contents of Tender Documents**

3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

 (a) Instruction to Tenderers (ITT);

 (b) General Conditions of Contract (GCC);

 (c) Special Conditions of Contract (SCC);

 (d) Schedule of Requirements;

 (e) Technical Specifications;

 (f) Tender Form and Price Schedules;

 (g) Earnest Money Deposit Form;

 (h) Contract Form;

 (i) Performance Security Form;

 (j) Performance Statement Form;

 (k) Manufacturer’s Authorization Form; and

1. Equipment and Quality Control Form

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tederer’s risk and may result in rejection of its tender.

**4. Clarification of Tender Documents**

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by e-mail or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. The Purchaser shall endeavor to respond to the queries within 7 (seven) days prior to the Bid Due Date. The responses will be published in the E-Procurement Website without identifying the source of queries

4.2 The Purchaser may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Tenderers through E-Procurement Website. All clarifications and interpretations issued by the Purchaser shall be deemed to be part of the Tender Documents. Verbal clarifications and information given by Purchaser or its employees or representatives shall not in any way or manner be binding on the Purchaser.

**5. Amendment of Tender Documents**

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal that Tenderers should download.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders on-line through e-procurement website, in accordance with Sub-Clause 17.2 below.

**C. Preparation of Tenders**

**6. Language of Tender**

6.1 The tender submission and all related correspondence and documents in relation to the Tender Documents shall be in English language. Supporting documents and printed literature furnished by the Tenderers with the tender may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Tenderer. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the tender, the English language translation shall prevail.

**7. Documents Constituting the Tender**

7.1 The tender prepared by the Tenderer shall comprise the following components:

 (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;

 (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

 (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

 (d) Earnest money deposit furnished in accordance with ITT Clause 13.

**8. Tender Form**

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods i.e vehicle and battery to be supplied, a brief description of the goods, their country of origin, quantity and prices.

**9. Tender Prices**

* 1. The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. However, tenderers shall quote for the complete requirement of goods specified this tender document, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
	2. Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods, quoted (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 goods quoted ex-works or ex-factory;

 b. on the previously imported items 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; and

(iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer’s separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

**10. Tender Currency**

10.1 Prices shall be quoted in Indian Rupees:

**11. Documents Establishing Tenderer's Eligibility and Qualifications**

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

 (a) that, in the case of a Tenderer offering to supply items under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods Manufacturer or producer to supply the goods in India.

 (The item or items for which Manufacturer’s Authorization is required should be specified)

 *[Note: Supplies for goods should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's will be treated as non-responsive.]*

 (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

 (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

 (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

**12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

 (a) a detailed description of the essential technical and performance characteristics of the goods ;

 (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the goods by the Purchaser; and

1. an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**13. Earnest Money Deposit**

13.1 Pursuant to ITT Clause 7, the Tenderer shall deposit, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements and shall be paid in the e – procurement portal using any of the following modes..

1. Credit Card

2. Direct Debit

3. Internet Banking

Offline payments:

1. Remittance at the Bank Counter using challan (ICICI Bank only)

2. National Electronic Funds Transfer (NEFT)

The e-payment made under any of the above options shall remain valid for a period of 180 (One hundred and eighty) days from the Last Date for receipt of Tenders, or beyond any period of extension subsequently as determined by Authority from time to time. The Tender shall be summarily rejected if it is not accompanied by the earnest money deposit.

Please note that payment submitted through cheque or demand draft shall not be accepted. Further details regarding e-payment; please refer to E-Procurement Website.

Note: The Employer shall not be held responsible in case of failure on part of the Tenderer to furnish part of the earnest money deposit through E-Procurement Website or for rejection of Tenders by E-Procurement for whatsoever reasons. No correspondence shall be entertained by the Employer in this regard.

EMD amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **Earnest money deposited shall be accepted only in the form of Electronic Cash**

b. The Tenderer’s Tender will be evaluated only on Confirmation of Receipt of the Payment of earnest money deposited as indicated in this sub-clause.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be deposited as mentioned in Clause 13.1:

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 60 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The EMD may be forfeited:

 (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

 (b) in case of a successful Tenderer, if the Tenderer fails:

 (i) to sign the Contract in accordance with ITT Clause 30; or

 (ii) to furnish performance security in accordance with ITT Clause 31.

**14. Period of Validity of Tenders**

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

* 1. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

**15. Format and Signing of Tender**

15.1 The Tenderer shall provide all the information sought under this ITB in electronic mode. The Purchaser will evaluate only those proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional proposals shall be liable to rejection.

15.2 All the documents of the Bid sought under this ITB shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

15.3 All documents of the Bids submitted in electronic mode under this RFP shall be uploaded on E-Procurement Website: www.eproc.karnataka.gov.in using digital signature before the submission date and time published in e-procurement website.

**D. Submission of Tenders**

**16. Sealing and Marking of Tenders**

16.1 The Tenderer shall submit the Tender in the electronic mode using their digital signatures in the correct slots in E-Procurement Website. The Purchaser will evaluate only those Tenders that are received in the required formats and complete in all respects

**17. Deadline for Submission of Tenders**

17.1 Tenders must be submitted on-line in the e-Procurement website no later than the time and date specified in the Invitation for Tenders (Section I).

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

**18. Late Tenders**

18.1 E-Procurement Website will not accept any Tender submitted after the deadline.

**19. Modification and Withdrawal of Tenders**

19.1 Tenderer may modify and correct or upload any relevant document in the portal till tender submission date and time, as published in the e-Procurement website. In e-procurement website the tenderer has the option of withdrawing the Tender by digitally signing to withdraw/cancel Tender before the Tender submission time/date.

 **E. Tender Opening and Evaluation of Tenders**

**20. Opening of Tenders by the Purchaser**

20.1 The Purchaser will open all tenders, in the presence of Tenderers’ representatives who choose to attend, at —— hours on —— and in the following location:

The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.2 The Tenderers’ names, tender prices and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening.

20.3 The Purchaser will prepare minutes of the tender opening.

**21. Clarification of Tenders**

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

**22. Preliminary Examination**

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.2 Wherever applicable, Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its EMD may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

**23. Evaluation and Comparison of Tenders**

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:

 (a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The tender price shall comprise of Ex-factory/ex-warehouse/off-the-shelf price of the goods 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 goods, and Excise duty on the finished items, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

 (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

 (b) Delivery schedule offered in the tender;

 (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;

 (d) The availability in Belagavi of spare parts and after-sales services for the vehicle / equipment offered in the tender;

 (e) The performance and productivity of the goods offered.

**24. Contacting the Purchaser**

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

**F. Award of Contract**

**25. Post qualification**

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b)and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

**26. Award Criteria**

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

**27. Purchaser's right to vary Quantities at Time of Award**

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

**29. Notification of Award**

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

**30. Signing of Contract**

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

**31. Performance Security**

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

**32 Corrupt or Fraudulent Practices**

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government :

 (a) defines, for the purposes of this provision, the terms set forth as follows :

 (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

 (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

 (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

 (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

 **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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# SECTION III – GENERAL CONDITIONS OF CONTRACT

# General Conditions of Contract

**1. Definitions**

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

 (a) "The Contract" means the agreement entered into between the Purchaser 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" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

 (c) "The Goods" means the **50 e-Rickshaws** which the Supplier is required to supply to the Purchaser under the Contract;

 (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

 (e) “GCC” means the General Conditions of Contract contained in this section.

 (f) “SCC” means the Special Conditions of Contract.

 (g) “The Purchaser” means the organization purchasing the goods, as named in SCC.

 (h) “The Purchaser’s country” is the country named in SCC.

 (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

 (j) “The Government” means the Government of Karnataka State.

 (k) “The Project Site”, where applicable, means the place or places named in SCC.

 (l) “Day” means calendar day.

**2. Application**

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

**3. Standards**

3.1 The Items supplied under this Contract shall conform and approved as per the standards by International Centre for Automotive Technology (ICAT) at Manesar OR Vehicle Research and Development Establishment (VRDE) Ahmednagar OR Automotive Research Association of India (ARAI) in Pune OR Indian Institute of Petroleum (IIP) in Dehradun which is necessary for obtaining driving licenses, related permits and other formalities required to drive an e-rickshaw. The Items should comply to the minimum Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods country of origin and such standards shall be the latest issued by the concerned institution.

**4. Use of Contract Documents and Information; Inspection and Audit by the Government**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

**5. Patent Rights**

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

**6. Performance Security**

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

 (a) A Bank guarantee, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

* 1. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
	2. In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

**7. Inspections and Tests**

* 1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s) or dealers place whichever is close by to the Purchaser’s office and as proposed by the Tenderer, at point of delivery and/or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

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

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Items after the goods arrival at Purchaser Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings

7.6.1 Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

**8. Packing**

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. 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 take into consideration, where appropriate, the remoteness of the Items' final destination and the absence of heavy handling facilities at all points in transit.

* 1. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
	2. Packing Instructions: The Supplier will be required to make proper packaging and the Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

**9. Delivery and Documents**

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

**10. Insurance**

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of vehicles at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

**11. Transportation**

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

**12. Incidental Services**

12.1 The Equipment Manufacturer shall preferably have its own service center in Belagavi for providing post sales services for the proper maintenance and repairs of the vehicle as and when required.

OR

The Manufacturers shall have an arrangement with local dealers / service center who will be capable enough to provide post sales services.

**13. DELETED**

**14. Warranty**

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Items in the conditions prevailing in the country of final destination.

* 1. This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption 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 at its discretion either:
1. make such changes, modifications, and/or additions to the Goods 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 SCC Clause 2;

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period of 30 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

* 1. If the Supplier, having been notified, fails to remedy the defect(s) within 30 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**15. Payment**

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

**16. Prices**

 16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

**17. Change Orders**

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

 (a) drawings, designs, or specifications, where Items to be furnished under the Contract are to be specifically manufactured for the Purchaser;

 (b) the method of shipping or packing;

 (c) the place of delivery; and/or

 (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**18. Contract Amendments**

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**19. Assignment**

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**20. Subcontracts**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

**21. Delays in the Supplier's Performance**

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser 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 Contract.

21.3 Except as provided under GCC Clause 24, 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 GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

**22. Liquidated Damages**

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

**23. Termination for Default**

23.1 The Purchaser 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 Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

 (b) if the Supplier fails to perform any other obligation(s) under the Contract.

 (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

 For the purpose of this Clause :

 “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

**24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, 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.

24.2 For purposes 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 Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser 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.

**25. Termination for Insolvency**

25.1 The Purchaser 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 Purchaser.

**26. Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

 (a) to have any portion completed and delivered at the Contract terms and prices; and/or

 (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**27. Settlement of Disputes**

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the 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.

27.2.1 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 Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 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 Purchaser shall pay the Supplier any monies due the Supplier.

**28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

 (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or 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 Purchaser; and

 (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

29.1 The contract shall be written in English language. Subject to GCC Clause 30, 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.

**30. Applicable Law**

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

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

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12 Patent Rights 27**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

# Special Conditions of Contract

 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (GCC Clause 1)**

 (a) **The Purchaser is Managing Director, Belagavi Smart City Limited (BSCL)**

 (b) The Tendereris ................................................

2. **Inspection and Tests (GCC Clause 7)**

 The following inspection procedures and tests are required by the Purchaser:

1. The Items supplied under this Contract shall conform and approved as per the standards by International Centre for Automotive Technology (ICAT) at Manesar OR Vehicle Research and Development Establishment (VRDE) Ahmednagar OR Automotive Research Association of India (ARAI) in Pune OR Indian Institute of Petroleum (IIP) in Dehradun which is necessary for obtaining driving licenses, related permits and other formalities required to drive an e-rickshaw. The Items should comply to the minimum Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Item' country of origin and such standards shall be the latest issued by the concerned institution
2. After the review of the Technical Proposal and before the financial opening, BSCL shall like to have a demonstration of the models which is proposed by the bidder. The demonstration can be at the manufacturing unit or at the dealer’s place whichever is close by to Belagavi and as proposed by the bidder;

3. **Delivery and Documents (GCC Clause 9)**

 Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/email the full details of the shipment including contract number, date, description of items, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

 (i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

 (ii) Four Copies of packing list;

 (iii) Insurance Certificate;

 (iv) Manufacturer's/Supplier's warranty certificate;

 (v) Inspection Certificate issued by the competent agency, and the Supplier's factory inspection report; and

 The above documents shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.

4. **Incidental Services(GCC Clause 12)**

 The following services covered under Clause 12 shall be furnished by the Tenderer:

The Equipment Manufacturer shall preferably have its own service center in Belagavi for providing post sales services for the proper maintenance and repairs of the vehicle as and when required.

OR

The Manufacturers shall have an arrangement with local dealers / service center who will be capable enough to provide post sales services.

5. **Payment (GCC Clause 15)**

 (i) *On Delivery*: Eighty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above; and

1. *On Final Acceptance*: the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser’s representative for the respective delivery

6. **Settlement of Disputes (Clause 27)**

 The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

 (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

1. Arbitration proceedings shall be held at Belagavi, Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

 (c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. **Notices (Clause 31)**

 For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

 Purchaser: Office of the Managing Director,

 Belagavi Smart City Limited,

C.T.S No: 197, GURUWAR PETH,

 TILAKWADI**,** BELAGAVI **-**590006.

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

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

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

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

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

8. **Progress of Supply:**

 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

 - Quantity offered for inspection and date;

 - Quantity accepted/rejected by inspecting agency and date;

 - Quantity dispatched/delivered to consignees and date;

 - Quantity where incidental services have been satisfactorily completed with date;

 - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from Purchaser with date;

 - Date of completion of entire Contract including incidental services, if any; and

 - Date of receipt of entire payments under the Contract

 (in case of stage-wise inspection, details required may also be specified).

9. **Right to use defective equipment:**

 If after delivery, acceptance and within the guarantee and warranty period, the operation or use of the items proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such vehicle/battery until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser’s operation.

10. **Supplier Integrity:**

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

11. **Supplier’s Obligations:**

 The Supplier is obliged to work closely with the Purchaser’s staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser 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 Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. **Patent Rights:**

 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser’s country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser 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 Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. Additional security for unbalanced tenders

 Unbalanced tender is the one where the bidder quotes lesser than 10% of Engineers estimated cost, in such a case the additional security for Unbalanced tender shall be submitted by the bidder along with security deposit for performance security. The amount of additional security will be difference between the Engineer’s estimated cost and amounts quoted less than 10% of Engineer’s estimated cost.

 **SECTION V:SCHEDULE OF REQUIREMENTS**

**Part - I**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Item** | **Brief Description** | **Quantity Required** | **Delivery schedule** | **EMD** |
|  |  | Model Name and No. | Models sold | Model Approving Authority |  |  | **Rs. 1,82,000/-** |
| 1 | e-Rickshaw |  |  |  | **50** | **03-MONTHS** |
|  |  |  |  |  |  |

**Part – II (Incidental Services)**

The Equipment Manufacturer shall preferably have its own service center in **Belagavi** for providing post sales services for the proper maintenance and repairs of the vehicle as and when required.

OR

The Manufacturers shall have an arrangement with local dealers / service center who will be capable enough to provide post sales services.

**SECTION VI - TECHNICAL SPECIFICATIONS**

The e-Rickshaw shall meet the minimum technical specifications as specified below and is required to secure permits and approvals from RTO office, Belagavi.

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Component** | **Description / Detail of Make** |
|  | E-Rickshaw No. of units to be procured  | Special Purpose Battery operated three wheeler passenger carrier equipped with portable fire extinguisher and display panels to display BSCL Logo |
|  | Approval | e-Rickshaw should have all the applicable approvals from competent authority like Automotive Research Association of India (ARAI) or equivalent |
|  | Fuel Type | Battery operated |
|  | Battery technology  | Lithium Ion Battery technology |
|  | Minimum Battery SpecificationRequirement – For each of **the e-Rickshaws,** | 48V, 80Ah with a Charge Cycle life of minimum 1500 times or equivalent |
|  | Motor | Model type – Mono – BLDC, Motor Power - 190 W @23km/hr, Test Voltage: 48V, Motor Nominal speed – 3600RPM, Transmission arrangement – 48V, Motor Max speed – 23.3kmph, Max Power - 1900 W @ 23kmph, Max. 30 min. power – 850 W, Speed at the beginning of range – 23.3kmph, Speed at the end of the range – 19.8kmphAs above or equivalent. |
|  | Traction Motor | BLDC Motor, Working Principle – DC is converted into AC current (3 phase), Separate Excitation / Permanent Magnet synchronization, 8 poles (4 pairs)As above or equivalent |
|  | Power Controller | Electronic, Closed loop, 40 Amp, 48V, containing motor-air cooling fan |
|  | Charger | External, Axiom C2AK 480015, 15 A +/- 0.3 A up to 58 +/-0.5V or equivalent |
|  | Capacity | 4 passenger + 1 Driver  |
|  | Approximate Mileage | 80KMs per Charge |
|  | Tracking facility | The e-Rickshaws should have GPS tracking devices installed which can be tracked through the **Centralized Control and Command Centre** being developed by BSCL. |
|  | Safety compliance | As per Statutory standards |

# SECTION VII : QUALIFICATION CRITERIA

 (Referred to in Clause 11.2(b) of ITT)

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the E-Rickshaws with the specifications mentioned in the “Technical Specification” and ‘Schedule of Requirements’ up to at least 100% of the quantity required in any one of the last 3 years (2015-16 to 2017-18). The vehicles offered for supply must be of the most recent series models and should have been approved by competent authority. The models should have been released on or after 2017 and be in satisfactory operation for minimum 12 months.

 (b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

 (i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

1. the tenderer, as authorized representative, has supplied satisfactorily at least 75% of the number of E-Rickshaws required as per specifications in the Schedule of Requirements in any one of the last three years (2015-16 to 2017-18) which must be in satisfactory operation for at least 12 months.
2. (a) The tenderer should provide documentary proof that they will be eligible to claim subsidy

 under the Faster Adoption and Mobility of Electric Vehicles (FAME) scheme of Government

 of India and that the amount has been taken into consideration in the Financial bid.

(b) The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII and XIIA.

(c) The interested manufacturers shall also be required to provide details of the service center / (s) where the post sales services can be availed along with their offer against this enquiry.

1. E-Rickshaw should have all the applicable approvals from competent authority like Automotive Research Association of India (ARAI) or equivalent
2. Hands on training for operation and maintenance by the supplier is mandatory
3. GST registration certificate.
4. PAN card
5. Annual turnover details for last 3 years
6. Detailed Technical specifications of the product.

 **SECTION VIII: TENDER FORM**

Date :........................................

IFT No :....................................

TO: (Name and address of purchaser)

Sir/Madam :

Having examined the Tender Documents including Addenda Nos............... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **50 number of E-Rickshaw** in conformity with the said tender document for the sum of ..................... *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT 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 tender, 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 1988”.

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

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(signature)*

*(in the capacity of)*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Basic Documents to be submitted as part of Technical Proposal

1. Company Profile / Brochure

2. Contact details of Authorized person for communication

3. Proposed Vehicle Models, its specifications and brochure (without any financial numbers)

4. Details of service center / details of arrangement for post sales services at Belagavi

5. Details of places / manufacturing unit where demonstration of the vehicles can be conducted by the Manufacturer to the Authority;

**Section - IX – Specimen Format for Financial Proposal**

(Separate Financial Proposal to be submitted for each model type)

Date:

To,

Managing Director

Belagavi Smart City Limited,

C.T.S No: 197, GURUWAR PETH

TILAKWADI**,** BELAGAVI **-**590006.

**Re: Model Name - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:** Offer for supply of 50 E-Rickshaws of the proposed model.

Sir,

We hereby submit our Financial Bid and quote a total cost of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) for supplying 50 E-Rickshaws of the model type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The price quoted is inclusive of all taxes in accordance with the offer sought by BSCL.

We confirm that we won’t have any further claim on BSCL apart from the above quoted cost in case we fail to receive the subsidy amount under the FAME scheme of Government of India. We have reviewed all the terms and conditions of the enquiry and undertake to abide by all the terms and conditions contained therein.

Yours faithfully,

For and on behalf of

……………………………………………..

(Name of the Manufacturer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Signatory)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and designation of the Authorised Person)

SECTION X: CONTRACT FORM

**THIS AGREEMENT** made the .......day of.................................., 20... Between ..........................*(Name of purchaser)*of ..............*(Country of Purchaser)* (hereinafter called "the Purchaser") of the one part and ..................... *(Name of Supplier)*  of ......................... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous to **procure 50 numbers of electric rickshaws** and has accepted a tender by the Supplier for the supply of those goods 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 Tender Form and the Price Schedule submitted by the Tenderer;

 (b) the Schedule of Requirements;

 (c) the Technical Specifications;

 (d) the General Conditions of Contract;

 (e) the Special Conditions of Contract; and

 (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price 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.

 Brief particulars of the Goods which shall be supplied/provided by the Supplier are as under:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S. No. | Brief Description of Goods (i.e. Vehicle and Battery) | Quantity | Unit Price | Subsidy under FAME | Net Unit Price | Total Delivery Price |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |

TOTAL VALUE :

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said ..................................................... (For the Purchaser)

in the presence of:.......................................

Signed, Sealed and Delivered by the

said ..................................................... (For the Supplier)

in the presence of:.......................................

**SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM**

To: (Name of Purchaser)

**WHEREAS** ................................................................... (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract No................. dated,........... 20... to **supply 50 numbers of E-Rickshaws** 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 sum or sums within the limit of ................................ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or 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....

 Address:........................

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

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

**SECTION XII**

(Please see Clause 11.2 (b) of the Instructions to Tenders)

**Proforma for Qualification criteria for authorized agents to the extent of 100% in any one of the previous three years.**

IFT No………………. Date of Opening…………………. Time ……… Hours

Name of the Firm: ……………………………………………………………………………………………..

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Orders placed by (Full address of Purchaser) | Order No and Date | Description and Quantity of Goods ordered | Value of Order | Date of Completion of DeliveryAs per contract/Actual | Remarks indicating reasons for late delivery, if any | Has Goods been satisfactorily functioning. (Attach a Certificate from the Purchaser) |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
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Signature and Seal of the Tenderer:-----------------------------------------------------------------------------

*Note:*

1. To be furnished and signed by the Manufacturer, only for any one of the last 3 years.
2. Proof of 100% Performance shall be submitted in the form of Work done Certificate. It should be uploaded along with the Performance Statement.
3. Performance of 100% shall be considered for similar type, size and complexity of equipment.

**SECTION XIIA**

(Please Refer section VII of 1(b)-iii)

**Proforma for Qualification criteria for authorized agents to the extent of 75% in any one of the previous three years.**

IFT No……………….

Name of the Authorized Agents:……………………………………………………………………………

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Orders placed by (Full address of Purchaser) | Order No and Date | Description and Quantity of Goods ordered | Value of Order | Date of Completion of DeliveryAs per contract/Actual | Remarks indicating reasons for late delivery, if any | Has Goods been satisfactorily functioning. (Attach a Certificate from the Purchaser) |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
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Signature and Seal of the Tenderer:-----------------------------------------------------------------------------

*Note:*

1. To be furnished and signed by the Manufacturer, only for any one of the last 3 years.
2. Proof of 75% Performance shall be submitted in the form of Work done Certificate. It should be uploaded along with the Performance Statement.
3. Performance of 75% shall be considered for similar type, size and complexity of equipment.

# SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM\*

 (Please see Clause 11.2(a) of Instructions to Tenderers)

 No. dated

To

Dear Sir:

IFT No.

 We who are established and reputable manufacturers of *(name and description of Goods offered)* having factories at (*address of factory)* do hereby authorize M/s *(Name and address of Agent)* to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

 No company or firm or individual other than M/s are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

 We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this IFT.

 Yours faithfully,

 (Name)

 (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

\* Modify this format suitably in case where manufacturer’s warranty and guarantee are not applicable for the items for which bids are invited.

# SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

IFT NO. ................................... DATE OF OPENING : ....................................

NAME OF THE TENDERER : ...................................................................................................................................

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer

2. (a) Telephone & Fax No Office/Factory/Works

 (b) Telex No. Office/Factory/Works

 (c) Telegraphic address :

3. Location of the manufacturing factory.

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.

8. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

9. Details of staff:

 9.1 Details of technical supervisory staff in charge of production & quality control.

 9.2 Skilled labour employed.

 9.3 Unskilled labour employed.

 9.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

10. Whether Vehicles are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

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

Signature and seal of the Manufacturer

# SECTION-XV

# PROOF OF SERVICE CENTER IN KARNATAKA

# SECTION - XVI

# DECLARATION FOR PERFORMANCE OF QUOTED MODEL

No. Date:

To

Dear Sir:

 Ref: IFT No.

 We who are established and reputable manufacturers of*(name and description of goods offered)* having factories at (*address of factory)* do hereby declare that the quoted model\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is performing satisfactorily for the past 12 months.

 Yours faithfully,

 (Name)

 (Name of manufacturers)

Note: 1. This letter of declaration should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

# ANNEXURE-1

# ANNAUAL TURNOVER STATEMENT

The Annual Turnover of M/s. ----------------------------

For the past three years are given below and certified that the statement is true and correct.

|  |  |  |
| --- | --- | --- |
| SL.NO. | FINANCIAL YEAR | TURNOVER IN LAKHS (Rs.) |
| 1 | 2015-16 |  |
| 2 | 2016-17 |  |
| 3 | 2017-18 |  |

Date:

Signature & seal of the Chartered Accountant