

EMBASSY OF INDIA
BAMAKO, MALI

TENDER DOCUMENT

FOR

SUPPLY OF 05 UNITS (4WD) OF
STATION WAGON VEHICLES

TO EMBASSY OF INDIA, BAMAKO

FOR MINISTRY OF FOREIGN AFFAIRS,
INTERNATIONAL COOPERATION AND AFRICAN
INTEGRATION, REPUBLIC OF MALI, BAMAKO

FORM OF AGREEMENT

THIS AGREEMENT is made on the day-----2017 between Embassy of India, Bamako, Mali (hereinafter referred to as "**the Buyer**") of the one part and -----hereinafter called "**the Supplier**") of the other part.

WHEREAS the Buyer is desirous of procurement of 05 units of 4 WD Station Wagon vehicles for gifting to Ministry of Foreign Affairs, International Cooperation and African Integration, Republic of Mali, Bamako in accordance with all the requirements as set out in the contract.

AND WHEREAS the Supplier has submitted tender and the Buyer has accepted the tender submitted by Supplier for the total amount of INR _____ (Indian Rupees only) towards basic price **of 05 vehicles**. In respect to clearing and forwarding charges of the vehicles, the supplier will charge **as per actual** on production of receipts. No extra amount will be paid for cost of logos/stickers etc to be affixed on the vehicles.

The whole supply comprised in this Agreement shall be completed **within 60 days** from placing of order. The maintenance service provided to maintain the vehicles in good order for the specified Warranty period from the date of supply in conformity in all respects with provisions of the agreement.

- (i) **Performance Security: 10%** of the Tendered Cost the Supplier would submit to the buyer before the award of work in the form of a **Bank Guarantee valid till Defect Liability Period is Over**.
- (ii) **Liquidated Damages:** In case of delay in delivery of vehicles, by the stipulated date, the supplier shall be liable to pay delayed charges @ 0.5% of the value of supply order for each week of delay. Delayed charges shall be limited to 10% of the value of supply order.
- (iii) **Defect Liability Period** – Vehicles to be supplied shall be under warranty period for at least 01 year from the date of supply against all manufacturing defects.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this agreement words and expressions shall have same meaning as are respectively assigned to them in the Terms and Conditions of agreement hereinafter referred to.
- 2. The agreement shall consist of this Form of Agreement, as the following documents, all of which by this reference are incorporated herein and shall form part thereof:
 - a. Tender Press Notice
 - b. Instructions to Bidders
 - c. Terms and Conditions
 - d. Form of Tender
 - e. Acceptance of Tender

f. Earnest Money Deposit

g. Explanatory notes correspondences and/or minutes of meetings (if any)

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, the terms and conditions of the tender document shall be final.
4. In consideration of the payment to be made by the Buyer to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Buyer to deliver, complete and maintain the vehicles in conformity in all respects with the provisions of the agreement.
5. The Buyer hereby covenants to pay the Supplier in consideration of the supply, delivery and maintenance, the price at the time and in the manner prescribed by the agreement.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day month and year first above written.

Signed, Sealed and Delivered at Bamako by the said:

For and on behalf of
Embassy of India

()
Head of Chancery

(Buyer)

Witnesses:

(Supplier)

1.

INSTRUCTIONS TO BIDDERS

- **Scope of the bid:** Supply and delivery of 05 units of 4 WD Station Wagon Type Vehicles to Embassy of India, Bamako.
- **Eligibility:**
 1. Bidder shall be authorized dealers of Indian manufactured vehicles with 5 years of dealership and should have a minimum experience of 03 years for supply of similar vehicles as on last date of the month preceding the tendering month.
 2. The bidder should have minimum average annual turnover of Rs. 90,00,000/- during the last 3 financial years.
 3. The Bidder should have completed at least one similar work not less than Rs. 72,00,000/- or two similar work not less than Rs. 45,00,000/- each or three similar work not less than Rs. 36,00,000/- each.
 4. The bidder must provide the plan/arrangement for warranty service to be provided at site. The bidder should have their own branch office/ service center at Mali. However, if the bidder plans to provide service through local dealer/service provider at Mali, an undertaking to this should be submitted along with technical bid. The details viz. name, address, contact person, telephone/fax, email etc. should be provided of this local dealer/service provider before placement of purchase order.
 5. The bidder shall not be under the declaration of ineligibility for corrupt and fraudulent practises.
- **Financial Statements:** The prospective bidders are required to furnish financial statement for the last three financial years.
- **Two Bid System** – The bids are called in 2 Bid system of Part 1 Technical bid and Part II – financial Bid.
- **Performance Security:** 10% of the Tendered Cost before the award of work in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the Supplier under the contract and discharged after completion of work.

- **Time for completion**-Time for supply of vehicles is within 60 days from the date of award of work. The 60 days time period is not extendable.
- **Payment Terms:** Payment of basic cost of Vehicles shall be made by Embassy of India Bamako. Payment of Clearing and Forwarding charges of Vehicles, if any, shall be made strictly as per actual, on production of relevant documents, to the supplier by cheque payable at Bamako/India.
- **Defect Liability Period** – Vehicles to be supplied shall be under warranty for at least 01 year against all manufacturing defects from the date of supply of vehicles.
- **Certificate:** Bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.
- **Clarification:** Prospective bidders can obtain further information and any clarification regarding bidding document from Embassy of India, 101, Avenue de l'OUA, Badalabougou Est, B.P. No. 8008, Bamako (Mali) (phone # +223-20235420/21) from 01.06.2017 to 14.07.2017 during 1000 hrs. to 1300 hrs.
- **No. of bids per bidder:** Each bidder shall submit only one bid. A bidder who submits more than one bid shall be disqualified.
- **Cost of bidding:** The bidder shall bear all the costs associated with the preparation and submission of bid and this Embassy shall in no case be responsible or liable to these costs.
- **Amendment of bidding document:** The Embassy may amend the bidding document by issuing Addenda, before the deadline for submission of bids.
- **Language:** All documents relating to the bid shall be in English language.
- **Earnest Money Deposit:** Each bid shall be accompanied by Earnest Money Deposit of **Rs. 1, 80,000/-** in the form of Bank Guarantee in favour of Pay and Accounts Officer, MEA valid up to 6 months from the date of bid submission.
- **Refund of Earnest Money:** Earnest Money Deposit of successful bidder shall be retained till submission of performance guarantee. Earnest Money Deposit of unsuccessful bidders shall be returned in original after completing the process of evaluation of bids.

- **Submission of Tender:** Completed tenders in all respects alongwith enclosures shall be submitted in a sealed envelope which shall be superscribed "**TENDER FOR SUPPLY OF 05 UNITS OF 4 WD STATION WAGON TYPE VEHICLES**". (One photocopy of the tender document should also be enclosed).

- **Last date for submission of Tender:** Tenders shall be submitted upto **1200 hrs. of 15 July, 2017**. Tenders shall be submitted to Head of Chancery, Embassy of India, 101, Avenue de l'OUA, Badalabougou Est, B.P. No. 8008, Bamako (Mali) . Bids received after the stipulated time shall not be entertained.

- **Contents of bid:** The following documents and addenda, if any, shall form part of the tender for delivery of 05 units of 4 WD Station Wagon Type vehicles to Embassy of India, Bamako.
 - i) Tender Notice
 - ii) Instructions to bidders
 - iii) Terms and conditions
 - iv) Form of Bid
 - v) Earnest Money Deposit
 - vi) Addenda, if any issued by Embassy of India

- **Opening of bids:** Bids shall be opened in the Embassy of India, Bamako at **1500 hrs on 15 July, 2017**.

- The bidder shall sign each page of this document and no page of this document shall be removed by the bidder. Any cutting shall also be attested by the bidder.

- The Embassy reserves the right to reject or accept any application without assigning any reason.

TERMS & CONDITIONS

1. **Price:** The price shall be quoted excluding Indian Excise, Malian Customs and other duties. Embassy of India, Bamako shall issue necessary letter to the concerned tax authorities of India and Mali regarding exemption from taxes and duties. Clearing and forwarding charges will be as per actual. The supplier has to submit invoice for C & F charges as per actual receipts received from various agencies. The supplier shall also submit original invoice and details of chassis number and engine number of all the vehicles well in advance to obtain necessary tax exemption from the relevant authorities of Government of Mali.
2. **Currency:** All rates shall be quoted in Indian Rupees.
3. **Performance Guarantee:** At the time of award of work, the successful bidder shall have to deposit Performance Guarantee equal to 5% of the tendered cost of vehicles in the form of a Bank Guarantee from a scheduled bank registered in India or Mali valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the Supplier under the contract and discharged after completion of work.
4. **Pre-delivery Inspection:** The successful bidder shall conduct pre-delivery inspection of vehicles and remove all mechanical, electrical, and physical defects, if any, before delivery of the vehicles to the Embassy of India.
5. **Inspection by Embassy:** Embassy of India, Bamako shall also undertake physical inspection of the vehicles through its representatives before taking their delivery. This shall, however, not be treated as discharge of the responsibility of suppliers for pre-delivery inspection of the vehicles.
6. **Delivery:** Successful bidder shall be required to deliver the vehicles complete in all respects in ready to gift condition within 60 days from the date of award of work. The period of delivery is not extendable.
7. **Liquidated Damages:** In the case of delay in delivery of vehicles, if any, the successful bidder shall be liable to pay a penalty of 0.5% of the value of supply order for each week of delay. Delayed charges shall be limited to 10% of the value of supply order.
8. **Payment:** Payment shall be made by SBI Cheque in favour of the manufacturer drawn on State Bank of India, payable at par anywhere in India after satisfactory delivery of vehicles to the embassy of India, Bamako.

9. **Warranty:** The supplier shall provide warranty of vehicles against manufacturing defects and free services for a period of one year or 25,000 km whichever is later or more if provided by the manufacturer.
10. **Refund of Performance Guarantee:** Performance Guarantee deposited by the supplier shall be released on receipt of a request from the Supplier after satisfactory delivery of vehicles complete in all respects in ready to gift condition. This shall be subject to deduction of liquidated damages stipulated at serial number 7 of these terms and conditions.

FORM OF TENDER

1. Technical Specifications of Vehicles

Sl. No.	Technical Specifications	Specification required by the Embassy of India	Specifications of the vehicles quoted in the bid
1.	Make/Model	4 WD Station Wagon	
	Cabin	Four (4) lateral doors and automatic air conditioned back seating. Auto radio AM/FM/SW and cassette reader or CD room or USB Drive, multipurpose drive, electrical window raiser, central lock of doors, leather seats minimum 7 seating, air bag driver and passengers	
2.	Engine capacity/ Horse Power	Minimum 65-80 KW/3000 to 4000 tr. m	
3.	No. of speeds	5+ reverse	
4	Source of Energy	Diesel	
5.	Number of Cylinders	Four cylinders	
6.	Engine size	Minimum 2000	
7.	Transmission	Manual or automatic gearbox	
8.	Suspension - front back	Independent and fast Independent and fast	

9.	Breaking System Front Back	Disc Disc or drum	
10.	Power supply system	Fuel Injection	
11.	Steering	Power	
12.	Tank capacity	Double Tanks	
13.	Ground clearance	200 mm minimum	
14.	Sizes : Length Width Height Thickening	4600 mm minimum 1700 mm minimum 1700 mm minimum 2700 mm minimum	
15.	Others	-1 to 2 spare wheel depending on the type -1 Tow hook -Tool set Kit -User manual in French -2 Triangles for signalling -1 Fire Extinguisher	
16.	Compliance to emission norms	As per Govt. of Mali compliance	
17.	Equipment	Siren, revolving light, Stretcher with wheels & Stand, medicine box, saline bottle stand and bracket for oxygen cylinder etc.	

2. Price

Sl. No.	Description of item	Quantity	Rate per unit (In INRs. Both in figures and in words)	Total price (In INRs. Both in figures and words)
1.	4 WD Station Wagon Type Vehicle with minimum specifications as given above inclusive of transportation and related charges but exclusive of customs and duties from which	05 Nos.		

	Embassy is exempted.			
2.				
	Total			

Note: - Only basic price (excluding taxes and duties) should be quoted against serial number 1.

The manufacturer's warranty should be quoted below:

Head of Chancery