

**EMBASSY OF INDIA
KATHMANDU, NEPAL
(DP WING)**

TENDER DOCUMENT

FOR

SUPPLY OF 12 UNITS OF BUSES

**TO EMBASSY OF INDIA,
KATHMANDU**

**FOR GIFTING TO VARIOUS
EDUCATIONAL INSTITUTIONS IN
DIFFERENT PARTS OF NEPAL**

UNDER

**NEPAL-INDIA ECONOMIC
COOPERATION PROGRAMME**

FORM OF AGREEMENT

THIS AGREEMENT is made on the day----- 2017 between Embassy of India, Kathmandu, Nepal (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 12 units of 32 + 1 seater buses for gifting to educational institutions and non-profitable charitable organizations in different parts of Nepal under "India – Nepal Economic Cooperation Programme" in accordance with all the requirements as set out in the contract.

1. AND WHEREAS the Supplier has submitted tender and the Buyer has accepted the tender submitted by Supplier for the total amount of **INRs. _____** (Indian Rupees only) towards basic price **of 12 buses**. Clearing and forwarding charges of the bus, if any, should be included in the bid itself. No extra amount will be paid for cost of logos/stickers etc to be affixed on the buses.

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

1. **Performance Security:** The Supplier would submit the 5% of Tendered Cost before the award of work in the form of a **Bank Guarantee** from Nationalised Bank/Registered with Nepal Government **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.

(ii) **Retention money:** 5% of contract amount shall be retained by the buyer till the defect liability period is over.

(iii) **Liquidated Damages:** In case of delay in delivery of buses, by the stipulated date, the supplier shall be liable to pay delayed charges @ 1.0% of the value of supply order for each day of delay.

(iv) **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. The supplier shall ensure free maintenance on site for 1 year from the date of supply. Preferably the bidder shall have authorised service provider in Nepal.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the 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, and 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 buses 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 Kathmandu by the said :

For and on behalf of
Embassy of India

For and on behalf of

(Gyanveer Singh)
Second Secretary(DP)
(Buyer)

(Supplier)

Witnesses:

- 1.
- 2.

INSTRUCTIONS TO BIDDERS

- (i) **Scope of the bid:** Supply and delivery of 12 units of 32 + 1 seater buses to Embassy of India (DP Wing), Kathmandu. The supply shall be made in the following manner :-

Delivery period	Units of Buses to be supplied
60 days from date of award of work	06 Buses on Independence Day, 2017
60 days from date of Award of work	06 Buses on Republic Day, 2018

The supplier must adhere to the above timelines as the buses would be gifted on the occasion of Independence Day, 2017 i.e. 15 Aug, 2017 and the Republic Day of India, 2018 i.e. 26 January, 2018. The penalty of 1% of the contract amount per day would be levied in case of delay including annulling of the contract.

- (ii) **Sale of Tender:** Tenders can be purchased from DP Wing, Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu from **21/07/2017 to 28/07/2017** during 1000 hrs. to 1300 hrs on payment of **NRs. 4800/- or IRs 3000/-**. The bidders who download the tender document are required to submit the requisite fee for tender bid in the form of a bank draft drawn in favour of Embassy of India, Kathmandu. The rate of exchange applicable will be NRs. 1.60 = IRs. 1.00.
- (iii) **Eligibility :** Only Original Manufacturers/Authorised dealers of Indian manufactured vehicles/ambulances with **5 years of manufacturing/dealership** and having minimum experience of 3 years for supply of similar vehicles are eligible to participate in the tender process.
- (iv) **Financial Statements :-** Annual financial statements for last 03 years duly certified by CA to be submitted with technical bid. Must have average annual financial turnover of Rs. 1.00 Crore during last 03 financial years. Should not have incurred losses in more than two years during the last five years.
- (v) **Solvency:** Must have solvency of at-least Rs 40 lakhs duly certified by bank. The solvency certificate should not be older than 06 months as on date of application.

- (vi) **Two Bid system** -The bids are called in 2 Bid system of Part I Technical bid and Part II - financial Bid.
- (vii) **Performance Security : 5%** of the Tendered Cost before the award of work in the form of a Bank Guarantee from Nationalised Bank/Registered with Nepal Government 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.
- (vii) **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.
- (viii) **Payment Terms** : Payment of basic cost of buses shall be made by SBI E/I Kathmandu. Clearing and forwarding charges of the bus, if any, should be included in the bid itself
- (ix) **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. The supplier shall ensure free maintenance on site for 1 year from the date of supply. Preferably the bidder shall have authorised service provider in Nepal.
- (x) **Certificate:** Bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.
- (xi) **Clarification:** Prospective bidders can obtain further information and any clarification regarding bidding document from DP Wing, Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu (phone # 4419847) from **21/07/2017 to 28/07/2017** during 1000 hrs. to 1300 hrs.
- (xiii) **No. of bids per bidder:** Each bidder shall submit only one bid. A bidder who submits more than one bid shall be disqualified.
- (xiv) **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.
- (xv) **Amendment of bidding document:** The Embassy may amend the bidding document by issuing Addenda, before the deadline for submission of bids.
- (xvi) **Language:** All documents relating to the bid shall be in English language.
- (xvii) **Earnest Money:** Deposit each bid shall be accompanied by Earnest Money Deposit of **NRs.4,80,000/- or IRs 3,00,000/-** in the form of a bank draft in favour of Embassy of India, Kathmandu from a scheduled bank registered in Nepal.

(xviii) **Refund of Earnest Money:** Earnest Money Deposit of successful bidder shall be retained till satisfactory completion of supply of buses. Earnest Money Deposit of unsuccessful bidders shall be returned in original after completing the process of evaluation of bids.

(xix) **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 12 UNITS OF 32 + 1 SEATER BUSES**". **(One photocopy of the tender document should also be enclosed)**

(xx) **Last date for submission of Tender:** Tenders shall be submitted **upto 1200 hrs. of 31 July, 2017**. Tenders shall be submitted to DP Wing, Embassy of India, 336 KapurdharaMarg, P.O. Box No. 292, Kathmandu. Bids received after the stipulated time shall not be entertained.

(xxi) **Contents of bid:** The following documents and addenda, if any, shall form part of the tender for delivery of 12 units of buses to Embassy of India (DP Wing), Kathmandu.

- a) Tender Notice
- b) Instructions to bidders
- c) Terms and conditions
- d) Form of Bid
- e) Earnest Money Deposit
- f) Addenda, if any issued by Embassy of India

(xxii) **Opening of bids:** Bids shall be opened in the Embassy of India, Kathmandu at 1500hrs on **31 July, 2017**.

(xxiii) 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.

(xxiv) 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, Nepalese Customs and other duties. Embassy of India, Kathmandu shall issue necessary letter to the concerned tax authorities of India and Nepal regarding exemption from taxes and duties. Clearing and forwarding charges of the bus, if any, should be included in the bid itself. The supplier shall also submit original invoice and details of chassis number and engine number of all the buses well in advance to obtain necessary tax exemption from the relevant authorities of Government of Nepal.
2. **Currency:** All rates shall be quoted in Indian Rupees (INR 1.00 = NRs.1.60).
3. **Performance Guarantee:** Successful bidder shall have to deposit Performance Guarantee equal to 5% of the tendered cost of buses from a scheduled bank registered in Nepal at the time of award of work.
4. **Pre-delivery Inspection:** The successful bidder shall conduct pre-delivery inspection of buses and remove all mechanical, electrical, and physical defects, if any, before delivery of the buses to the Embassy of India. The bidder shall submit the internal Inspection Report of the company along with the supplies before claiming the payment.
5. **Inspection by Embassy:** Embassy of India, Kathmandu shall also undertake physical inspection of the buses 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 buses.
6. **Affixing of stickers/Logos:** The following text and Logo shall be riveted on the buses:

Description	Size
Round shaped Logo with slanting flags of Nepal and India in cross with the text “Nepal Bharat Sahyog” and “Nepal India Cooperation” as per specifications given by the Embassy.	
On front and rear side	15” diameter
On both sides	21” diameter
Text ‘ Gifted by Government of India’	
On both sides	11’ x 8”

7. **Delivery:** Successful bidder shall be required to deliver the buses complete in all respects in ready to gift condition within **60 days** from and including the date of the award of work. The period of delivery is not extendable. The supply shall be made in the following manner :-

Delivery period	Units of Buses to be supplied
60 days from date of award of work	06 Buses on Independence Day, 2017
60 days from date of Award of work	06 Buses on Republic Day,2018

8. **Liquidated Damages:** In the case of delay in delivery of buses, if any, the successful bidder shall be liable to pay a penalty of **1.0%** of the value of supply order for each day of delay.
9. **Payment:** Payment of basic cost of buses 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 buses to the Embassy of India, Kathmandu. Clearing and forwarding charges of the bus, if any, should be included in the bid itself
10. **Warranty:** The supplier shall provide warranty of buses 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.
11. **Refund of Earnest Money and Performance Guarantee:** Earnest Money and Performance Guarantee deposited by the supplier shall be released on receipt of a request from the Supplier after satisfactory delivery of buses complete in all respects in ready to gift condition. This shall be subject to deduction of liquidated damages stipulated at serial number 8 of these terms and conditions.

FORM OF TENDER

1. Technical Specifications of Buses

Sl. No.	Technical Specifications	Specification required by the Embassy of India	Specifications of the bus quoted in the bid
1.	Make/Model	---	
2.	Engine capacity/ Horse Power	Minimum 65 KW	
3	No. of speeds	5 + reverse	
4.	Compliance to emission norms	As per Govt. of Nepal compliance	

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 in words)
1.	32+1 seater buses with minimum specifications as given above	12 Nos.		
2.	Clearing & forwarding Charges (as per actuals	12 Nos.		
	Total			

Note: Only basic price (excluding taxes and duties) should be quoted against serial number 1 and clearing & forwarding charges mentioned at Sl. No. 2 shall be included in the bid itself.

The manufacturer's warranty should be quoted below:

Second Secretary (DP)