

NO.BAM/POL/124/1/16
EMBASSY OF INDIA
BAMAKO

14 December 2018

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

SECTION I: INVITATION FOR BIDS (IFB)

1. Embassy of India, Bamako, Mali invites sealed bids from eligible bidders for supply of 5 units of 4WD Station Wagon vehicles to Ministry of Foreign Affairs and International Cooperation, Republic of Mali, Bamako as per requirements listed in Sections II to V. Index of Sections I to V is at paragraph 5 of this Section.

2. A two bid system will be followed. The bidder must submit his offer in two separate envelopes as per requirements enumerated in Clause 21 of Section II.

3. Last date for submission of bids is until **1200 hrs of 30th January 2019**. Technical bids will be opened on 30th January 2019 at 1230 hrs in the Embassy of India, Bamako. Financial bids will be opened at 1500 hrs on 01st February 2019.

4. Contact person for clarifications and submission of bids is as under:-

Head of Chancery
Embassy of India,
101, Avenue de l'OUA,
Badalabougou Est,
B.P. No. 8008,
Bamako (Mali)
Email: hoc.bamako@mea.gov.in

5. Index of tender documents (Sections I-V) are as under:-

SECTION I: INVITATION FOR BIDS (IFB)

1. Invitation
2. Two Bid System
3. Date of submission and opening of bids
4. Contact person
5. Index

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. Definitions and Interpretation
2. Compliance and Requirements
3. Place of Delivery of Supplies
4. Delivery Period
5. Criteria for pre-qualification of Bidder
6. Cost of bid documents
7. Cost of bidding
8. Earnest Money Deposit
9. Performance Bank Guarantee
10. Defect Liability Period
11. Warranty
12. Liquidated Damages
13. Currency
14. Period of validity of bids
15. Number of bids per bidder
16. Deadline for submission of bids
17. Amendment of bidding document
18. Language
19. Contents of Bid
20. Clarifications
21. Submission of Tender
22. Last date for submission of Tender
23. Opening of bids by the Buyer
24. Award Criteria
25. Corrupt or Fraudulent Practices
26. Payment Terms
27. General

SECTION III: TERMS AND CONDITIONS (T&C)

1. Price
2. Currency
3. Performance Bank Guarantee
4. Pre-delivery Inspection
5. Inspection by Embassy
6. Delivery
7. Liquidated Damages
8. Payment Terms
9. Warranty

SECTION IV: SCHEDULE OF REQUIREMENTS / SCOPE OF SUPPLIES / FORM OF TENDER (TECHNICAL)

SECTION V: PRICE SCHEDULE / FORM OF TENDER (FINANCIAL)

End of Section I

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1	Definitions and Interpretation
	<p>“BUYER” means the Embassy of India, Bamako (Mali). “SUPPLIER” means any manufacturer / dealer / bidder to whom the contract is awarded. “SITE” means designated place in Mali, where the supplies are required to be delivered by the supplier under the contract. “SUPPLIES” means supply of 5 units Station Wagons (4WD) to Government of Mali on behalf of Government of India.</p>
2	Compliance and Requirements
2.1	The supplies offered should be in accordance with the stipulated requirements in the “Scope of Supplies”. The bidder shall indicate his compliance or non-compliance against each of the requirements.
3	Place of Delivery of Supplies
3.1	All supplies are to be delivered at site in Bamako, Mali.
4	Delivery Period
4.1	Time for delivery of supplies is within 60 days from the date of award of work. The 60 days’ time period is not extendible.
5	Criteria for pre-qualification of Bidder The Bidder shall provide satisfactory documentary evidence acceptable to the Embassy of India, Bamako to show that:
5.1	The bidder’s annual turnover (average) is at least INR 9,000,000 (Rupees Nine million or equivalent amount in US\$ or CFA) during the last 3 financial years.
5.2	The bidder should have completed at least One similar work not less than INR 7,200,000 (Rupees Seven million Two hundred thousand or equivalent amount in CFA or US\$) OR Two similar works not less than INR 4,500,000 (Rupees Four million Five hundred thousand or equivalent amount in CFA or US\$) each OR Three similar works not less than INR 3,600,000 (Rupees Three million Six hundred thousand or equivalent amount in CFA or US\$).
5.3	The bidder should have their own branch office/service centre in Mali.
5.4	The bidder must provide the plan/arrangement for warranty services to be provided at site. However, if the bidder plans to provide service through local dealer/service provider at Mali, an undertaking to this should be submitted along with the 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.
5.5	The bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.
	Bids received without the above required information along with documentary evidence are liable to be summarily rejected.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

6	Cost of bid documents
6.1	There is no cost for the bid documents which can be downloaded from the website of Embassy of India, Bamako and Government of India portal.
7	Cost of bidding
7.1	The bidder shall bear all the costs associated with the preparation and submission of bid and the Buyer shall in no case be responsible or liable to these costs.
8	Earnest Money Deposit
8.1	Earnest Money is not required to be deposited.
9	Performance Bank Guarantee
9.1	Performance Bank Guarantee is waived subject to undertaking by the Supplier that warranty shall be provided against manufacturing defects and free service for a period of one year or 25,000 km whichever is later.
10	Defect Liability Period
10.1	Vehicles to be supplied shall be under warranty period for at least one year from the date of supply of vehicles against all manufacturing defects.
11	Warranty
11.1	The Supplier shall provide warranty of vehicles against manufacturing defects and free service for a period of one year or 25,000 km whichever is later or more if provided by manufacturer.
12	Liquidated Damages
12.1	In case of delay in delivery of vehicles by the stipulated date, the Supplier is 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.
13	Currency
13.1	All rates shall be quoted in Indian Rupees (INR) or in West African CFA Franc (CFA) or in US Dollars (US\$).
14	Period of validity of bids
14.1	Bids shall be valid for a minimum period of 120 days from the date of submission.
15	Number of bids per bidder
15.1	Each bidder shall submit only one bid. A bidder who submits more than one bid shall be disqualified.
16	Deadline for submission of bids
16.1	Bids must be received by the Buyer before the due date and time at the address specified in the tender document.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

17	Amendment of bidding document
17.1	The Buyer may amend the bidding document by issuing Addenda, before the deadline for submission of bids.
18	Language
18.1	All documents relating to the bid shall be in English language.
19	Contents of Bid
19.1	The following documents shall form part of the tender for delivery of Supplies: <ol style="list-style-type: none"> 1. Invitation for Bids 2. Instructions to Bidders 3. Terms & Conditions 4. Form of Tender (Technical and Financial) 5. Addenda to tender documents, if any, issued by the Buyer 6. Documentary evidence of eligibility of Bidder as enumerated in Clause 5 7. Brochures / Manuals
20	Clarifications
20.1	Prospective bidders can seek clarifications, if any, regarding the bidding process / documents from Embassy of India, Bamako through email at the email address hoc.bamako@mea.gov.in from 01.01.2019 to 14.01.2019.
20.2	All queries would be replied to through email within one working day of receipt of the email. A consolidated list of queries received and replies sent would be forwarded to prospective bidders through email on 16.01.2019.
21	Submission of Tender
21.1	Completed tenders with contents as enumerated at Clause 19.1 shall be submitted in a sealed envelope which shall be superscribed “TENDER (2019) FOR SUPPLY OF 05 UNITS OF 4 WD STATION WAGON TYPE VEHICLES” .
21.2	Further, the Technical and Financial Bids shall be enclosed in separate sealed envelopes within the superscribed outer envelope mentioned at Clause 21.1.
21.3	A photocopy each of the Technical and Financial Bid shall also be enclosed within their respective envelopes.
21.4	The bidder shall sign each page of the bid document. Overwriting / cutting, if any, shall be attested by the bidder.
21.5	The envelope enclosing the Technical Bid shall be superscribed “TECHNICAL BID (2019) FOR SUPPLY OF 05 UNITS OF 4 WD STATION WAGON TYPE VEHICLES” .
21.6	The envelope enclosing the Financial Bid shall be superscribed “FINANCIAL BID (2019) FOR SUPPLY OF 05 UNITS OF 4 WD STATION WAGON TYPE VEHICLES” .
22	Last date for submission of Tender

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

22.1	Tenders shall be submitted upto 1200 hrs of 30 January 2019 to Head of Chancery, Embassy of India, 101, Avenue de l'OUA, Badalabougou Est, B.P. No. 8008, Bamako (Mali) .
22.2	Bids received after the stipulated time and date shall not be entertained.
22.3	Technical bids and other documents (except Financial bids) shall be opened in the Embassy of India, Bamako at 1230 hrs of 30 January 2019.
23	Opening of bids by the Buyer
23.1	The technical bids will be evaluated by the Buyer to shortlist the eligible bidders.
23.2	Financial bids shall be opened in the Embassy of India, Bamako at 1500 hrs on 1 February 2019.
23.3	Bidder whose Technical Bid is found to be acceptable and meeting the eligibility requirements as specified in "Clause 5" will be invited by the Buyer to be present during opening of Financial Bids.
23.4	Buyer will open Financial Bids of only the technically accepted and short listed bids, in the presence of the bidder or their authorized representative who choose to attend the bid opening, at the time and date informed by the Buyer.
23.5	The bidder's name, bid prices, warranty of vehicles and other such details as considered appropriate by the Buyer will be announced at the time of opening of Financial Bids.
24	Award Criteria
24.1	Buyer shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated Financial Bid.
24.2	Buyer reserves the right to award the contract at its own discretion should more than one bidder quote the same lowest price.
25	Corrupt or Fraudulent Practices
25.1	Buyer will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
26	Payment Terms
26.1	Payment shall be made either by crossed cheque in favour of the manufacturer / dealer / bidder drawn on State Bank of India, payable at par anywhere in India, or by crossed CFA cheque payable at par at Ecobank, Mali or by bank transfer in US\$ on successful delivery at site of supplies in good condition.
27	General
27.1	All offers shall be either computer prints or hand written neatly in indelible ink. Tenders shall be free from correction and erasures, and corrections, if any, must be attested. Each page of the offer must be numbered consecutively and should be signed by the bidder at the bottom. A reference to the total number of pages comprising offer must be made at the right hand corner of the first page.
27.2	The bidder must ensure that the conditions laid down for submission of offers detailed in preceding paragraphs, are completely and correctly fulfilled.
27.3	Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Buyer to the Bidder.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

27.4	While the offers are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting the Buyer by any means.
27.5	If necessary, Buyer will obtain clarifications on the offers by requesting for such information from any or all the Bidders, only in writing. Bidders will not be permitted to change the contents of their offers after the offers have been opened.
27.6	Offers shall be as per the Instructions to Bidders and Terms & Conditions of contract given in bid documents. However, the Bidder shall indicate his acceptance or otherwise against each of clause and sub clauses of the Instructions to Bidders and Terms & Conditions of contract, with justification for deviations, if any. The Buyer reserves the right to accept or reject these deviations and decision thereon shall be final and binding.
27.7	Any individual(s) signing the tender and related documents should be a competent authorised person or original copy of power of authorization issued by the competent authority should accompany the tender.
27.8	Bids shall be complete in all respects accompanied by detailed literature, brochures with all necessary details in English
	End of Section II

SECTION III: TERMS AND CONDITIONS (T&C)

1	Price
1.1	The price shall be quoted exclusive of Indian Excise/Malian Customs and other duties, if applicable. Embassy of India, Bamako shall issue necessary letter to the concerned tax authorities regarding exemption from taxes and duties. Clearing and forwarding charges will be as per actuals. 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
2.1	All rates shall be quoted in Indian Rupees (INR) or in West African CFA Franc (CFA) or in US Dollars (US\$).
3	Performance Bank Guarantee
3.1	Performance Bank Guarantee is waived subject to undertaking from the Supplier that warranty shall be provided against manufacturing defects and free services for a period of one year or 25,000 km whichever is later.
4	Pre-delivery Inspection
4.1	The successful bidder shall conduct pre-delivery inspection of vehicles and remove all mechanical, electrical, and physical defects, if any, before delivery of Supplies.
5	Inspection by Embassy
5.1	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
6.1	Successful bidder shall be required to deliver the vehicles complete in all respects within 60 days from the date of award of work / purchase order. The period of delivery is not extendable.
7	Liquidated Damages
7.1	In the case of delay in delivery of vehicles, by the stipulated date, the successful bidder is 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.
8	Payment Terms
8.1	Payment shall be made either by crossed Cheque in favour of the manufacturer / dealer / bidder drawn on State Bank of India, payable at par anywhere in India, or by crossed CFA cheque payable at par at Ecobank, Mali on successful delivery of station wagons in good condition duly certified by the Buyer.

SECTION III: TERMS AND CONDITIONS (T&C)

9	Warranty
9.1	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.
	End of Section III

SECTION IV: SCHEDULE OF REQUIREMENTS / SCOPE OF SUPPLIES / FORM OF TENDER (TECHNICAL)

I. FORM OF TENDER (TECHNICAL)

Sl. No.	Item	Specifications required	Specifications of the vehicle quoted in the bid
1	General		
1.1	Make/Model	4 WD Station Wagon	
1.2	Drive	Left Hand Drive for right hand traffic	
1.3	Origin	To be specified by the bidder	
1.4	Cabin		
1.41		Four (4) lateral doors and automatic air conditioned back seating	
1.42		Auto radio AM/FM/SW and cassette reader and/or CD or USB Drive	
1.43		Multifunction steering wheel	
1.44		Electrical window raiser	
1.45		Central lock of doors	
1.46		Leather seats minimum 7 seating	
1.47		Air bag driver and passengers	
2	Dimensions		
2.1	Sizes	Length 4600 mm minimum Width 1700 mm minimum Height 1700 mm minimum Wheelbase 2700 mm minimum	
2.2	Ground clearance	200 mm minimum	

I. FORM OF TENDER (TECHNICAL)

Sl. No.	Item	Specifications required	Specifications of the vehicle quoted in the bid
3	Engine		
3.1	Number of cylinders	4 cylinders	
3.2	Power	65 to 80 kW/3000 to 4000 rpm	
3.3	Engine size	2000 minimum	
3.4.	Power supply system	Fuel Injection	
4	Source of Energy	Diesel	
5	Gear Box		
5.1	Transmission	Manual or Automatic	
5.2	Number of speeds	5 + Reverse	
6	Suspension / Brakes		
6.1	Suspension - Front - Back	Independent and fast Independent and fast	
6.2	Braking System - Front - Back	Disc Disc or drum	
7	Steering	Power	
8	Fuel Tank	Double Tank (Capacities to be indicated by the bidder)	
9	Compliance with Emission norms	At least Euro 4	
10	Tools / Equipment		
10.1		1 to 2 spare wheels depending on the type	
10.2		1 Tow hook	

I. FORM OF TENDER (TECHNICAL)

Sl. No.	Item	Specifications required	Specifications of the vehicle quoted in the bid
10.3		Tool set Kit	
10.4		User manual in French	
10.5		2 Triangles for signalling	
10.6		1 Fire Extinguisher	
		End of Section IV	

SECTION V: PRICE SCHEDULE / FORM OF TENDER (FINANCIAL)

II. FORM OF TENDER (FINANCIAL)

Sl. No.	Description of item	Quantity	Rate per unit (In INR or CFA or US\$ - Both in figures and in words)	Total price (In INR or CFA or US\$ - Both in figures and in words)
1.	4 WD Station Wagon Type Vehicle with minimum specifications as given in the Form of Tender (Technical), inclusive of transportation and related charges but exclusive of customs and duties from which Embassy is exempted.	05 Nos.		
		Total		

Note: Only basic price (excluding taxes and duties) should be quoted against S.No.1 above. ***Taxes in India shall be payable as per actual, if applicable***

End of Section V

AGREEMENT
BETWEEN
THE EMBASSY OF INDIA, BAMAKO, MALI
AND

FOR
SUPPLY OF 05 UNITS (4WD) OF STATION WAGON
VEHICLES
TO
MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL
COOPERATION,
REPUBLIC OF MALI, BAMAKO

THIS AGREEMENT is made on the -----day of-----2019 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 and International Cooperation, 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 / CFA / US\$** _____ 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 the date of award of work. The maintenance service provided to maintain the vehicles in good order for the specified Warranty

period from the date of supply shall be in conformity in all respects with provisions of the agreement.

- (i) **Warranty** – The Supplier shall provide warranty of vehicles against manufacturing defects and free service for a period of one year or 25,000 km whichever is later or more if provided by manufacturer.
- (ii) **Liquidated Damages:** In case of delay in delivery of vehicles by the stipulated date, the Supplier is 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.

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. Invitation for Bids
 - b. Instructions to Bidders
 - c. Terms and Conditions
 - d. Form of Tender (Technical and Financial)
 - e. Acceptance of Tender
 - 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) and signed on 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, Bamako

()

Head of Chancery

(Buyer)

(Supplier)

Witnesses:

- 1.
- 2.