

HMT (INTERNATIONAL) LIMITED

(OPEN TENDER)

BIDDING DOCUMENT

FOR

"Supply of 45 nos. Buses and 5 nos. Fire Trucks to Liberia, CIF - Monrovia Port basis" on behalf of West Africa Division of Ministry of External Affairs, Government of India.

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated 03.06.2019

CLOSING DATE: 25.06.2019, TIME 14.00 HRS

OPENING DATE: 25.06.2019, TIME 14.30 HRS

PLACE: HMT(I) Board Room, HMT Bhavan, No.59, Bellary Road, Bangalore.

The tender document issued against payment of Rs. 2,500.00 (Rupees Two Thousand Five Hundred only) in the form of a Demand Draft towards cost of tender document. The Bidder who choose to download tender document from websites (www.hmti.com or https://eprocure.gov.in/epublish/app must submit the Demand Draft towards cost of the Tender documents & Earnest Money Deposit (EMD) amount along with Technical bids in Envelope-I.

ATTENTION

- 1. Only sealed Tenders shall be entertained. All joints of envelope should be sealed with wax with individual design stamped on it or with cello tape to ensure it is tamper proof.
- 2. Tenders not sealed shall be rejected straight away.
- 3. Do not use window envelope.
- 4. Technical Bid and Commercial Bid to be put in a separate cover super-scribing Tender Ref. No., Date, Submission date and Bidder address on the top of envelope.
- 5. The Bidder may depute their authorized representative to witness the tender opening for both Technical and Commercial Bids.

HMT (INTERNATIONAL) LIMITED
HMT Bhavan, No.59, Bellary Road, Bangalore 560 032
Tel: 91- 80- 2333 9060, Fax: 91- 80- 2333 9048

Web Site: www.hmti.com; E-mail: <u>projects@hmti.co.in</u>



INDEX

SECTION I: INVITATION FOR BIDS(IFB)

- 1. Invitation
- 2. Contact Information
- 3. Two Bid System
- 4. Date of Submission and opening of Technical Bid

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

- 1. Definitions and Interpretation
- 2. Compliance of Requirements
- 3. Place of Delivery of Supplies
- 4. Earnest Money Deposit
- 5. Opening of Bids by HMT(I)
- 6. Comparison of Bids
- 7. Award Criteria
- 8. HMT(I) right to amend scope of work
- 9. Corrupt & fraudulent practices
- 10. Interpretation of the clauses in the tender document
- 11. General

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1. Colour of Buses / Fire Trucks
- 2. Bid Validity
- 3. Delivery period of Supplies
- 4. Inspection & Acceptance
- 5. Third Party Inspection and Acceptance
- 6. Re-Inspection
- 7. Packing
- 8. Freight & Insurance
- 9. Consignee
- 10. Invoice to
- 11. Price
- 12. Payment Terms
- 13. Penalty for Delayed Supply and Services
- 14. Technical Documents
- 15. Rejection & Risk
- 16. Performance Bank guarantee
- 17. International Warranty
- 18. Customer Training
- 19. Arbitration
- 20. Jurisdiction
- 21. Force Majeure

SECTION IV: SCHEDULE OF REQUIRMENTS / SCOPE OF SUPPLY (SR)

SECTION V: COMMERCIAL

Annexure – 1 Price Schedule
Annexure – 2 Particulars of Bidders

Annexure – 3 Proforma for Performance Bank Guarantee

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019



SECTION I: INVITATION FOR BIDS (IFB)

HMT (International) Ltd, [HMT (I)] Bangalore invites technical & commercial bids separately Lot-wise (Buses & Fire Trucks) from eligible Indian bidders for "Supply of 45 nos. Buses and 5 nos. Fire Trucks to Liberia, CIF – Monrovia Port basis" on behalf of West Africa Division of Ministry of External Affairs, Government of India as per Schedule of Requirements / Scope of Supplies (SR) - (Section IV).

1. HMT(I) invites sealed bids from eligible bidders for the Supplies as above with details listed in Section IV. Bidders shall participate for any of the Lot. Part bidding within the lot is not allowed.

2. Contact information

Joint General Manager, Projects HMT (International) Limited, 59, Bellary Road, Bangalore-560032, INDIA

Tel No.: 080- 23339060 Fax No.: 080- 23339048 E-mail: <u>projects@hmti.co.in</u>

3. Two bid System

The two bid system will be followed. The bidder must submit his offer in two separate sealed envelopes as explained below:

Offer in the prescribed forms Section – III, IV & V (Annexure 1 to 3) should be submitted in the following manner.

Envelope I: "Technical bid": The sealed envelope shall contain all the copies of technical bids together with Commercial Bids without indicating the prices. This envelope shall be clearly marked "**Part I - Technical bid"**, indicating Tender No, Closing Date & Time and bidder address duly filled.

The envelope-I should be duly sealed on all joints with wax with an individual design stamped in it or tamperproof sealing using cello tape.

This part shall include / indicate the following:

- 1. The Bidder shall provide requisite documentary evidence for pre-qualification criteria as stated below, failing which, the Bids may result in rejection:
 - Bidder's annual Turnover (average) for 3 years shall be atleast as mentioned below against each lot:

Lot 1: Rs.10,00,00,000/- (Rupees ten Crore only)
Lot 2: Rs. 2,00,00,000/- (Rupees two Crore only)

- Only Indian OEM or their authorized agents/distributors are allowed to bid for the
 items as mentioned in the tender document. The specific authorization letter from
 Principal shall clearly indicate that the bidder is competent to sell & provide
 services for the items mentioned in the Scope of Supply given in this tender
 document.
- The bidder must have minimum five years continuous experience in manufacturing of similar vehicles. (Supporting documents to justify continuous manufacturing of similar vehicles)
- For Lot 1, the bidder should have experience of executing one similar project not less than Rs. 16 Crore or two similar projects not less than Rs. 12 crore or three similar projects not less than Rs. 8 crore.

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019



- For Lot 2, the bidder should have experience of executing one similar project not less than Rs. 3.2 crore or two similar projects not less than Rs. 2.4 crore or three similar projects not less than Rs. 1.6 crore.
- Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Bidder who does not submit the above required information along with documentary evidence at the time of bidding; their bid will be rejected summarily.

 The Bidder shall submit Earnest Money Deposit as indicated below in the form of Demand Draft / Digital Transfer drawn in favour of HMT (International) Limited payable at Bangalore in separate envelops in the Technical Bid. Technical bids without prescribed cost towards EMD will be rejected summarily.

Lot 1: Rs. 40,00,000 /- (Rupees Forty Lakh only)
Lot 2: Rs. 8,00,000/- (Rupees eight Lakh only)

- 3. The bidder must submit detailed technical specifications, make & model, part number and compliance to the Schedule of Requirement (**Section-IV**) for which bid is submitted.
- 4. Furnish acceptance for Section III- Terms & Conditions point by point.
- 5. Self attested copy of GST registration certificate/PAN as applicable.
- 6. Particulars of Bidder as per Annexure -2 of Section-V.
- 7. Any individual(s) signing the tender and related documents should be a competent authorized person or original copy of power of authorization issued by the competent authority should accompany the tender.
- 8. Technical bids without prescribed cost toward tender cost & EMD in the form of Demand Draft will be rejected summarily.
- 9. DD / Digital Transfer in favour of HMT(I), Bangalore for Rs.2,500/- if tender documents are downloaded from website.
- 10. Complete Scope of Supplies with all necessary details and acceptance of commercial terms and conditions as provided under Section IV & V.
- 11. Make / Model for each of the item to be specified and the Catalogues to be enclosed with the technical bid.
- 12. Bids shall be valid for a minimum period of 180 (one eighty) days from the last date of submission.
- 13. Furnish acceptance for providing Performance Bank Guarantee for 10% of the contract value in the event of tender being awarded.
- 14. Self attested copy of GST registration certificate/PAN as applicable.
- 15. Copy of ISO Certificate, if applicable.
- 16. Payment Terms. As per clause 12 in Section-III. Specify deviations if any.
- 17. A copy of "Un-Priced Section V, Annexure–1" i.e., a copy of the Price Schedule without the price details.

<u>In case of vendors opting for Digital transfer of EMD & Tender document fees, A/c details of HMT(International) Ltd is as detailed below:</u>

Name: HMT(International) Limited Bank: Bank of Maharashtra

City Market Branch

Bangalore-560 002 - Branch Code: 304

MICR No: 560014002

Account Type: Current Account
Account No. 20061601773

IFSC Code: MAHB0000304

Swift Code: MAHBINBBBGL

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019



Envelope I: "Commercial bid": This sealed envelope shall contain price details. This envelope shall be clearly marked "**Part II - Commercial Bid"**, indicating Tender No., Closing Date & Time and bidder address duly filled.

The Envelope – II should be duly sealed on all joints with wax with an individual design stamped on it or tamperproof sealing using cello tape.

- 1. The price quoted shall be considered firm and no price escalation will be permitted.
- 2. Prices should be offered in **Indian Rupees only**. Should furnish break up of price as required in Section V; Annexure I. The prices quoted shall be for **CIF Monrovia Port basis only** and considered firm and not subject to any change.
- 3. All prices having a bearing on the prices shall be written both in figures & words in the prescribed offer form. In the event of difference, the price in words shall be valid and binding.
- 4. The prices quoted should be inclusive of freight, insurance & seaworthy packing. The packing shall be transport worthy conforming to the international standard so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site. The goods are to be transported by sea/surface/air route from India and price bid should be prepared accordingly. HMT(I)'s name will appear as Consigner in the "Bill of Lading" and be as an exporter of Buses and Fire Trucks to Liberia.
- 5. The prices quoted should be **inclusive of freight and insurance till destination i.e. Monrovia port, Liberia.** The items will be exempted from payment of customs duty by Government of Liberia. Necessary Custom Duty Exemption Certificate shall be arranged by MEA/Indian Mission incharge of Liberia /Government of Liberia as & when required. Taxes and duties payable in India, if any, are non-refundable and should be included in the price.
- 6. The consignment will be cleared by Our Mission in Cote D Ivory, (who is in-charge of Liberia) with the help of Government of Liberia. However, the bidder should insure the consignment till actual delivery to the end user.
- 7. The bidder should quote their lowest possible price.
- 8. HMT(I) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated Commercial Bid (L1).

4. Date of submission of bids and opening of the Technical bid:

Both the envelopes (Part I & II) shall be put in one cover, duly sealed on all joints with wax with an individual design stamped on it, super scribing Tender No., closing date & time, opening date & time and Bidder address.

The envelopes which are not sealed will be rejected straightaway/summarily.

The sealed bids should be dropped in the tender box provided in the HMT(I) office and ensure delivery on or before 14 00 hrs (IST) on the closing date. Late offers will not be considered.

- Last date & Time for submission of Tender Bid: 25.06.2019, TIME 14.00 HRS
- Date & Time of Technical Bid Opening: 25.06.2019, TIME 14.30 HRS
- > Date & Time of Price Bid Opening: Technically qualified bidders will be intimated later.



	SECTION II- INSTRUCTIONS TO BIDDERS (ITB)
1	Definitions and Interpretation
	The "HMT(I)" / "BUYER" means: HMT(International) Limited, No.59, Bellary Road, Bangalore-560 032.
	The "Supplier" means any firm/institute/company to whom the contract is awarded.
	"SITE" means designated place in Liberia, where the supplies are required to be delivered by the supplier
	under the contract.
	"Supplies" means supply of "45 Nos. Buses and 5 Nos. Fire Trucks to Liberia on behalf of West Africa Division
	of Ministry of External Affairs, Government of India.
2	Compliance of Requirements
2.1	The supplies offered should be in accordance with the stipulated requirements in the "Scope of Supply".
	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 on CIF Monrovia port basis as per the instructions given by HMT(I) at the
_	time of dispatch.
4	Earnest Money Deposit
4.1	Earnest Money Deposit as below in the form of Demand Draft / Digital Transfer of the appropriate amount
	as mentioned at Section II. Technical bids without prescribed cost towards EMD will be rejected
	summarily.
	Lot 1: Rs. 40,00,000 /- (Rupees Forty Lakh only)
4.0	Lot 2: Rs. 8,00,000/- (Rupees Eight Lakh only)
4.2	The Earnest Money Deposit shall remain deposited with the HMT(I) for the period of 180 (one eighty) days
	from the date of opening of tenders. If the validity of the offer is extended, the EMD shall remain with
4.2	HMT(I).
4.3	No interest will be payable by the HMT(I) on the Earnest Money Deposit. The Earnest Money deposited is liable to be forfeited if the bidder withdraw or amends, impairs or
4.4	derogates from the tender in any respect within the validity of his offer.
4.5	The Earnest Money Deposit of the successful bidder will be returned after the P.O. is released on successful
4.5	Bidder and duly accepted and submission of Performance Guarantee.
4.6	If the successful Bidder fails to furnish a contract performance guarantee, then the earnest money shall
7.0	be liable to be forfeited.
4.7	The Earnest Money Deposit of all unsuccessful Bidders will be returned to the bidder by HMT(I) after
'''	finalization of contract with the successful bidder.
4.8	If Earnest Money for amount as stipulated in clause 4.1 is not submitted, the bid will be rejected straight
	away / summarily.
5	Opening of bids by HMT(I)
5.1	The Technical Bids will be evaluated to shortlist the eligible bidders.
5.2	Bidder whose Technical Bid is found to be acceptable and meeting the eligibility requirements as
	specified in "Clause 4" will be informed about the date and time of the opening of the Commercial Bid.
5.3	HMT(I) will open Commercial Bids of only the technically accepted and short listed bids.
6	Comparison of Bids
	Bids received against the tender will be evaluated by the Technical Evaluation Committee (TEC) for
	technical suitability and will be shortlisted.
6.1	Short listed Technical bids shall be considered for commercial evaluation and Commercial Bid opening.
7 7 1	Award Criteria
7.1	HMT(I) shall award the contract to the eligible bidder whose technical bid has been accepted and
7.0	determined as the lowest evaluated Commercial Bid. Should the amount put in words differs from the amount put in figures, or if there is an arithmetical error.
7.2	Should the amount put in words differs from the amount put in figures, or if there is an arithmetical error, the lesser amount shall be taken unless the difference is attributable to an obvious error, whereupon the
	correct amount shall be taken.
7.3	If more than one bidders quotes same lowest price, HMT(I) reserves the right to award the contract at its
7.5	own discretion.
7.4	HMT(I) reserves the right to increase or decrease the quantum of supplies offered by the successful bidder
, ,-	at the rates & other terms and conditions offered by them. The Bidder is bound to accept the increase or
	decrease in the quantum of supplies during awarding the contract.
8	HMT(I)'s Right to amend Scope of Supplies
8.1	HMT(I) reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
8.2	HMT(I) reserves the right to increase or decrease the scope of supplies indicated in the bid documents
	after the award of the tender and payment shall be made on pro-rata basis.
8.3	HMT(I) reserves the right to cancel/short close/extend the order at any given point of time due to Force
	The state of the s

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019 Page 6 of 19



	FLITTLE
	SECTION II- INSTRUCTIONS TO BIDDERS (ITB)
	Majeure or directions from the Governments of India or Liberia.
8.4	HMT(I) reserves the right to cancel / short close the order due to non-satisfactory performance by any of
	the service / supply offered. Cost / damages arising out of such cancellation / short closure shall have to
	be borne by the bidder.
8.5	Buyer shall recall any of the experts deputed to the project site on non-compliance to the rule of the land
	or guidelines laid down by Govt. of India / Govt. of Liberia / HMT(I) or any act that does not correspond to
	ethical behavior. Cost / damages arising in such an event shall be borne by the bidder and shall
	forthwith send suitable replacement.
9	Corrupt or Fraudulent Practices.
9.1	HMT(I) requires that the bidders who wish to bid for this project have highest standards of ethics.
9.2	HMT(I) 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; Bidders should not be under a declaration of
	ineligibility for corrupt and fraudulent practices.
9.3	HMT(I) may declare a vendor ineligible, either indefinitely or for a short period, if HMT(I) is aware that the
	vendor has engaged in corrupt and fraudulent practice during the execution of the contract.
10	Interpretation of the clauses in the Tender Document / Contract Document
	In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document,
	HMT(I)'s interpretation of the clauses shall be final and binding on all parties.
11	General
11.1	Tenders shall be free from CORRECTION AND ERASURES, and Corrections if any, must be attested.
11.2	The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding
	paras, are completely and correctly fulfilled. There shall not contain any terms and conditions, printed or
	otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions,
11.2	postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.
11.3	The submission of any offer connected with these supplies and documents shall constitute an agreement
	that the Bidder shall have no cause of action or claim, against HMT(I) for rejecting the offer. HMT(I) shall
11.4	always be at liberty to reject or accept any offer or offers at its sole discretion Offers shall be deemed to be under consideration immediately after they are opened and until such time
11.4	the official intimation of award of contract is made by HMT(I) to the Bidder. While the offers are under
	consideration, Bidders and or their representatives or other interested parties are advised to refrain from
	contacting HMT(I) by any means. If necessary, HMT(I) 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.
11.5	Any individual(s) signing the tender and related documents should be a competent authorized person or
11.0	original copy of power of authorization issued by the competent authority should accompany the tender.
11.6	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 deviation against each of clause and
	sub clauses of the Instruction to Bidders and Terms & Condition of contract. The deviations from any
	clause or sub clause of the Instructions to Bidders and Terms & Conditions of contract which Bidder
	proposes with justification for each deviation. The HMT(I), however reserves the right to accept or reject
	these deviations and decision there on shall be final and binding.
11.7	Bids shall be complete in all respects accompanied by detailed literature, brochures with all necessary
	details in ENGLISH or otherwise, the bids will not be considered.

End of SECTION-II

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019 Page 7 of 19



	SECTION III: TERMS & CONDITIONS OF CONTRACT	Bidder's Compliance Y / N
1	Colour of Buses/ Fire Trucks: Colour will be informed later.	•
3	Bid Validity: Bids shall be valid for a minimum period of 180 days from the last date of submission. HMT(I) may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid. The technical clarifications, if any, shall be furnished by Bidder within one week's time. Delivery period for supplies:	
	The successful bidder shall be required to furnish the following documents: a. Chartered Engineer's Certificate b. Packing List (Bill of Material) c. Insurance Policy d. Invoice & other relevant document(s), if any.	
	Consignment shall be dispatched only after submission of above mentioned documents.	
	The required supply has to be shipped / dispatched within 60 days from the date of issue of purchase order. The time is the essence of this contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as these are tightly linked to the host country to completing the project within the available time frame.	
	The selected bidder, who would be awarded the contract, would supply and trial run in all respect and in coordination with local authorities designated by Government of Liberia and Indian Mission, within 90 days from the date of issue of purchase order.	
	If there is delay penalty as per clause 13 is applicable.	
4	Inspection & Acceptance: The vehicle shall be manufactured as per Indian Standards. The successful bidder will be required to furnish the certificate from the Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by purchaser. The cost involved for third party inspection shall be borne by the supplier. HMT(I) reserves right to inspect Indian content details.	
5	Third Party Inspection and Acceptance The successful bidder will be required to furnish the Certificate from any one of the Third Party Inspectors viz. TUV, SGS, or Lloyds etc. certifying that the items supplied and their specifications are in compliance with the requirements of Purchase Order. All costs towards third party inspection to be borne by bidder.	
6	Re-Inspection: HMT(I) reserves the right to re-inspect the supplies, only in cases where the Registered Chartered Engineer recommend for such cases after completion of modifications suggested during the inspection.	
7	Packing: The packing shall be transport worthy conforming to the international standards so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. 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, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site. The goods are to be transported by sea from India and price bid should be prepared accordingly.	
8	Freight & Insurance: Supplier to dispatch the vehicles to Liberia (Freight Prepaid) on CIF Monrovia port basis. All costs towards this including ocean freight, Marine insurance, shipping and clearance charges enroute to Liberia to be paid by	

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019 Page 8 of 19



	SECTION III: TERMS & CONDITIONS OF CONTRACT	Bidder's Compliance Y / N
	supplier. Supplier to inform HMT(I), shipment details immediately after shipment from Indian port. HMT(I)'s name will appear as Consigner in the "Bill of Lading" and be as an exporter.	.,
9	Consignee: Consignee will be intimated later	
10	Invoice to: HMT (International) Limited, 59, Bellary Road, Bangalore – 560 032, India TIN NO. 29760097661 / GST NO. 29AAACH8197C1ZD A/c. Liberia project	
11	<u>Price:</u> The price shall be CIF Monrovia port basis and considered firm and no escalation will be permitted.	
	The prices quoted should be inclusive of Supply (freight, insurance & packing), Customer Training and international warranty for one year from the date of trial run & operation.	
	The supplies prices quoted should be inclusive of freight (CIF Monrovia port) and insurance till destination i.e. site at Liberia. The items will be exempted from payment of customs duty by Govt. of Liberia. Necessary Custom Duty Exemption Certificate shall be arranged by MEA/ Government of Liberia as & when required. Taxes and duties payable in India, if any, are non refundable and should be included in the price.	
	The consignment will be cleared by Govt. of Liberia. However, the bidder should insure the consignment till actual delivery to the end user. The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned. No	
	concessional tax form (C/D) will be given by MEA.	
12	Payment Terms:	
	<u>1st Payment milestone</u> : 20% of the Purchase order value on placement of PO against submission of advance Bank Guarantee of an equivalent amount and 10% performance Bank Guarantee.	
	 2nd Payment milestone: 50% of the PO value on successful delivery of vehicles in good condition duly certified by Embassy of India, Abidjan accredited to Liberia on submission of documentary evidence. 	
	 3rd Payment milestone: Balance 30% of the PO value against production of certificate issued by Embassy of India, Abidjan accredited to Liberia on successful completion of training by supplier. 	
13	Penalty for delayed Supply and Services: HMT(I) reserves the right to levy penalty @ 0.5 percent of order value per week of delay beyond the scheduled date of deliveries / execution of the contract successfully, subject to maximum of 10% of the contract value. HMT(I) reserves the right to cancel the contract in case the delay is more than 20 weeks. The penalties, if any shall be recovered by invoking the Performance Bank Guarantee or withholding the amount out of the payments due.	
14	Technical Documents: Instruction manual / Spare Parts Manual (must be in English) should be supplied in 1 set.	
15	Rejection & Risk: If, HMT(I) finds that the materials supplied are not of correct quality or not according to the specifications as indicated in the bid offer, then HMT(I) will be entitled to reject the vehicles without any cost obligation on HMT(I).	
16	Performance Bank Guarantee (PBG): The successful bidder will be required to furnish Performance Bank Guarantee for 10% amount of the Contract value, as per the format attached to this document (Annexure – 2). This bank guarantee shall remain valid until 3 months beyond the expiry of warranty period or for the period of 12 months from the date of handing over to Government of Liberian authorities, whichever is later.	



SECTION III: TERMS & CONDITIONS OF CONTRACT Bidder's Compliance Y / N					
International Warranty: The warranty services are required at Monrovia (and/ or any other place in Liberic at the discretion of the bidder). All the items covered under the schedule of requirements, shall carry minimum 1 (one) year on-site comprehensive warranty from the date of trial run & operation. The bidder must undertake to carry out the trial run and provide the warranty service at Monrovia (and/ or any other place in Liberia at the discretion of the bidder). The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done at site only. These items shall not be allowed to be taken outside country for warranty repairs.	f / / / / / / / / / / / / / / / / / / /				
The supplier will arrange for free supply and replace/repair at his cost any part that may be found defective and necessitates replacement due to design manufacture and material defect during warranty period.					
The bidder must submit plan / arrangement for trial run, repair and warranty services / after sale service to be provided at site. If the bidder plans to provide service through local dealer/ service provider at Monrovia, an undertaking to this effect should be submitted along with the technical bid. The details viz. name address, contact person, telephone / fax, email etc. of the local dealer/service provider should be provided along with an undertaking from this local dealer, service provider, within 30 days of placement of purchase order (if applicable). It the supplier himself would provide warranty and after sales services, an undertaking to the effect and detailed plan of the same may be provided along with the technical bid. The supplier has to tie up the arrangement within 30 days of placement of Purchase order and submit details to HMT(I). Customer Training: The supplier shall depute, the required number of technical personnel for carrying out initial training on Buses and Fire Trucks.	6 6 6 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7				
19 Arbitration: All disputes of any kind arising out of supply, acceptance, warranty maintenance etc., shall be referred after issuance of 30 days notice in writing clearly mentioning the nature of dispute to a single arbitrator to be appointed by HMT(I). The venue for arbitration shall be Bangalore.	,				
20 <u>Jurisdiction:</u> The disputes, legal matters, court matters, if any shall be subject to Bangalore jurisdiction only.					
Force Majeure: HMT(I) may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises. Either party shall be excused from performance of their obligation during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse Such causes shall include, without limitation, strike, go slow, other concerted acts of workmen, lockout, Act of God, war, fire, explosion, action of elements, flood epidemic, riot, sabotage, embargo, blockade, civil disturbance and Governmental restrictions or limitations etc.					
The party claiming excuse shall give immediate written notice thereof to the other in any case not later that 15 (fifteen) days, following the occurrence of such event If performance is held for a continuous period of more than 3 (three) months from the date of first notice, then the parties shall review the situation and agree upon any course of action so as to protect the interest of both End of Section III					



SECTION – IV: SCHEDULE OF REQUIREMENTS / SCOPE OF SUPPLIES (SR) Schedule of Requirements / Scope of Supplies is as detailed below

Supply of 45 Nos. Buses and 5 Nos. Fire Truks to Government of Liberia

LOT-1: 50 SEATER NON AC BUS AND ACCESSORIES WITH SPARE PARTS

S.No.	Items	Specifications	Quantity	Bidder's Compliance, Y/N/actual specifications of the equipment offered
	50 Seater Non AC Bu al details provided i	s and Accessories with Spare parts as per n Enclosure-1	45 sets	
1	Mode of Transportation	By Sea route		
2	Price to be quoted	CIF – Monrovia Port basis		
3	Assembly	Buses should either be Complete Built Unit(CBU) fully assembled or Supplier will have to ensure assembly in Monrovia within two weeks of receipt of information regarding arrival of equipment in Liberia		
4	Inspection	Third party inspection by reputed international inspectors at supplier's cost		
5	As per Enclosure – 1 Bidder shall submit compliance statement for each specification / parameter including deviations, if any.) Catalogues/ Brochure giving detailed specifications of each vehicle must be attached with the technical bid.			
6	Spare parts	5% of value of Buses. (Please attach list of essential spare parts along with the quantities in the Technical Bid) Please attach list of essential spare parts along with their price breakup in the Price bid		

Note:

- The CIF price quoted should be inclusive of Supply (freight, insurance & packing), Customer Training and international warranty for one year from the date of trial run & operation.
- 2 Bidder shall provide After sales service facility at Monrovia (and/ or any other place in Liberia at the discretion of the bidder) for the next five years on chargeable basis. Offer not fulfilling this condition will be summarily rejected.
- 3 Compliance of technical specification should be marked clearly and should corroborate with the Technical Manual of the Product (Printed Technical Manual/ Literature showing the technical specifications is required to be submitted by the bidder along with the technical bid). Vague replies will make the bid liable for rejection.



	ENCLOSURE-1					
	LOT-1: 50 SEATER N	TECHNICAL SPECIFICATIONS ION AC BUS AND ACCESSORIES WITH SPARE PARTS	Bidder's Compliance, Y/N/actual			
	LOI-1. 30 SLAILK N	FOR LIBERIA	specifications of the equipment offered			
SI. No.	ltem	Technical Specification				
	GENERAL					
1	Model	Standard Bus from OEM				
2	Drive	Left hand drive for right hand traffic				
3	Seating Capacity	50 seats (min)				
1	DIMENSIONS Overall length	10,000,11,000,000				
1	Overall length Overall width	10,000-11,800 mm				
2		2,600 mm (max)				
3	Overall height Ground	2,900-3,500 mm				
4	Clearance	240 mm (min) (from the ground level to the lowest point of the differential box)				
5	Axle distance	5,200 – 6,100 mm				
	(Wheel base)					
6	Rear overhang	60 % (max) (base: rear axle)				
7	Side overhang	150 mm (max)				
8	Turning circle dia	23,000 mm (max)				
9	Gradability	24% (min)				
10	Performance speed	Max.geared speed in top gear (with std. Rear axle) – 90 kmph (min)				
	CAPACITIES					
1	Gross weight	13,000 –16,200 kgs				
	01033 Weigili	10,000 10,200 kgs				
	ENGINE					
1	Make	ARAI approved				
2	Туре	6 cylinder 4 stroke, Turbocharged & Intercooled				
3	Power	160 – 180 HP				
4	Torque	Min 660 Nm Torque @ 1500 - 1700 rpm				
5	Emission	Inline pump				
6						
	GEAR BOX					
1	Туре	5+1 (rev) Speed Manual Gear box – Synchromesh type				
	AXLES					
1	Front axle	Heavy duty forged 1 beam				
1		Single reduction, hypoid gears/fully floating spiral bevel				
2	Rear axle	gear				
	BRAKES					
1	Operation	Full Air – Dual line – ASA with drum brakes				
2	Parking	Spring actuated at rear wheel				
	H. SUSPENSION					
1	General	Alloy steel heavy duty leaf springs – 4 inch rubber ended (min) or air suspension				
2	Absorbers	Steel Shock absorbers front and rear				
	STEERING					
1	Operation	Hydraulic power assisted steering				
	WHEELS	, , , , , , , , , , , , , , , , , , , ,				
1	Operation	Seven tubeless disc wheels & tyres				
2	Tyre Size	11R 22.5 Tubeless radial tyres				
3	Carrier	One spare wheel carrier				
		I				
	ELECTRICALS	Two 12)/ (load gold) batteries in series (totally 24)/ Min				
1	Battery	Two 12V (lead-acid) batteries in series (totally 24V), Min 150 Ah				
		· · · · · · · · · · · · · · · · · · ·	I.			



TECHNICAL SPECIFICATIONS Compliance, LOT-1: 50 SEATER NON AC BUS AND ACCESSORIES WITH SPARE PARTS Y/N/actual **FOR LIBERIA** specifications of the equipment offered **Technical Specification** SI. **Item** No. Alternator Not less than 85 Amps. 2 3 Startor 4.5 KW pre-engaged type **FUEL TANK** 1 Single Fuel Tank- 300 litres or more **DOORS** Door step bottom to ground clearance should more Main door than 300 mm Emergency door One emergency exit 2 **EXTERIOR** Front & Rear Front & rear face in FRP or metal sheet 1 Face Panels in aalvanized steel/aluminium Panelling 2 Windows Fixed tempered safety glass, 1/3 rd fixed 2/3 rd sliding 3 Destination Destination Sign Boards one each in Front & Rear 4 boards **VENTILATION** Exterior Rotating type **SEATS** 50 Nos, 3x2 arrangement with coushions and upholstery Passenger seats covered Three-way adjustable and comfortable should be Driver seat 2 centralised with respect to steering LIGHTS Passenger Area Fluorescent ceiling mounted Driver Area Light above driver seat 2 **INTERIOR** Pre painted/coated panels for roof, window Panel and 1 Lining side panel 2 Handrails One row of grab rails with hand straps roof mounted Functional and modern design Dashboard 3 **Driver Partition** Half partition with M.S. pipe with dark green Tinted glass 4 Interior rear view mirror for driver and 2 exterior large 5 Mirror rear view mirrors Fire extinguisher each in driver area & passenger area Extinguisher 6 front & rear (3-5 liters each /equivalent in kg) First-aid First-aid kit in driver area Belt Safety belt for driver 8 TOOLS -Set of hand tools with bag or box as per the following in driver area: a) Jack - 1 no. b) Wheel spanner - 1no. c) Ring spanner - 1 no. d) Open ended spanner set – 1 set e) Hex key 8 mm - 1 no f) Safety triangle kit – 1 set g) Documents record bag - 1 no. h) Service book - 1 no. Spare bulb kit – 1 set Hex key 8 mm – 1 no i) Clutch - Type

TENDER NO: HMTI/PROJ/LIB/BUSES-FIRETRUCKS/01/2019 Dated: 03.06.2019

Diaphragm type- not less than 350 MM Dia



SECTION – IV: SCHEDULE OF REQUIREMENTS / SCOPE OF SUPPLIES (SR) Schedule of Requirements / Scope of Supplies is as detailed below

Supply of 45 Nos. Buses and 5 Nos. Fire Truks to Government of Liberia LOT-2: FIRE TRUCK AND ACCESSORIES WITH SPARE PARTS

.No.	Items	Specifications	Quantity	Bidder's Compliance, Y/N/actual specifications of the equipment offered		
Lot-2		cessories with Spare parts as per the provided in Enclosure-2	05 sets			
1	Mode of Transportation	By Sea route				
2	Price to be quoted	CIF – Monrovia Port basis.	CIF – Monrovia Port basis.			
3	Assembly	Fire Trucks should either be Complete Built Unit CBU) fully assembled or Supplier will have to ensure assembly in Monrovia within two weeks of receipt of information regarding arrival of equipment in Liberia				
4	Inspection Third party inspection by reputed international inspectors at supplier's cost					
5	Technical Specifications	As per Enclosure -2 (Bidder shall submit compliance statement for each specification / parameter including deviations, if any.)				
		Catalogues/ Brochure giving detailed specifications of each vehicle must be attached with the technical bid.				
6	Spare parts	5% of value of Fire Trucks. (Please attach list of essential spare parts along with the quantities in the Technical Bid) Please attach list of essential spare parts along with their price breakup in the Price bid				

Note:

- The CIF price quoted should be inclusive of Supply (freight, insurance & packing), Customer Training and international warranty for one year from the date of trial run & operation.
- 2 Bidder shall provide After sales service facility at Monrovia (and/ or any other place in Liberia at the discretion of the bidder) for the next five years on chargeable basis. Offer not fulfilling this condition will be summarily rejected.
- 3 Compliance of technical specification should be marked clearly and should corroborate with the Technical Manual of the Product (Printed Technical Manual/Literature showing the technical specifications is required to be submitted by the bidder along with the technical bid). Vague replies will make the bid liable for rejection.



ENCLOSURE-2

LO	OT-2: FIRE TRUCK A	TECHNICAL SPECIFICATIONS AND ACCESSORIES WITH SPARE PARTS FOR LIBERIA	Bidder's Compliance, Y/N/actual specifications of the equipment offered		
SI. No.	Item	Technical Specification			
1	Fire Trucks in acc Specifications 10	cordance with Bureau of Indian Standards 0460.			
1.01	Fire engine type	- with double cabin left hand drive, loud serine.			
1.02	Water Capacity	- 1000 gallons or 3,750 litres			
1.03	Equipment to be	e installed (small gears)			
1.04	Hose type - three	at like hose			
1.05	Attack hose diameter 2", each section should be 50' (15.24 m) long				
1.06	Coupling type, thread couplings, female coupling with gasket to prevent leaks				
1.07	Supply hose diameter 3", each section should be 50' (15.24 m) long				
1.08	Hose construction, inner water proof liner				
1.09	Fog stream nozz	le			
1.10	Double extensio	n ladder with all breaking tools			
1.11	Personal protective equipment				
1.12	Open circuit self contain breathing apparatus (SCBA)				
1.13	Separate foam compartment				
1.14	Diesel engine				
1.15	Mechanical too	S			
1.16	Hydraulic jack				



SECTION V- COMMERCIAL

Annexure - 1

PRICE SCHEDULE

LOT - 1: 50 SEATER NON AC BUS AND ACCESSORIES WITH SPARE PARTS

S.No.	Item Description	Qty	CIF Monrovia port Rate per unit (INR)	Taxes & Duties (as applicable) per unit *	Unit Price (INR)	Total Amount (INR)
		Sets		(In Figures & W	ords)	
		(X)	(A)	(B)	(C=A+B)	(Y=C*X)
LOT-1 : 50	Seater Non AC Bus	s & accessor	ies with Spare Po	ırts		
1	50 Seater Non AC Bus with standard accessories & tools.	45				
2	Essential maintenance spares (Bidder To Specify Recommended spares	45				
	Total					
	Rupees:					
NOTE	*Figures of Taxes commercial bid t			ove should be ment ne Technical bid.	tioned in the u	n-priced

Note: It is hereby certified that we have understood the instruction to Bidders and also the Terms & Conditions of Contract attached to the tender and have thoroughly examined and are aware of the nature of supplies/services required and our offer is to render supplies/services strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the terms & conditions of contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

We hereby offer to render supplies/ services as detailed above or such portion thereof as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

we possess the necessary	License from the	Government of	india/State	Government for	rendering
the supplies / services.					

Dated:	
	Signature and seal of Authorized Signatory

NOTE

- 1. The offer must be submitted as per above proforma. The Bidder may use his letterhead to submit his offer.
- 2. No erasures or alternations in the text of the offer are permitted.
- 3. Any correction made in offer shall be initialed by the Bidder.
- 4. VALUES should be both in figures and Words.
- 5. The prices quoted should be most competitive



SECTION V- COMMERCIAL

Annexure - 1

PRICE SCHEDULE

LOT - 2: FIRE TRUCK AND ACCESSORIES WITH SPARE PARTS

S.No.	ltem Description	Qty	CIF Monrovia port Rate per unit (INR)	Taxes & Duties (as applicable) per unit *	Unit Price (INR)	Total Amount (INR)
		Sets	(In Figures & Words)			
		(X)	(A)	(B)	(C=A+B)	(Y=C*X)
LOT-2 : Fire	e Trucks & Accesso	ries with Spo	are Parts			
1	Fire Truck with standard accessories & tools	05				
2	Essential maintenance spares (Bidders to specify recommended spares)	05				
	Total					
	Rupees:					
NOTE	*Figures of Taxes & Duties as per column B above should be mentioned in the un-priced commercial bid to be submitted along with the Technical bid.					

It is hereby certified that we have understood the instruction to Bidders and also the Terms & Conditions of Contract attached to the tender and have thoroughly examined and are aware of the nature of supplies/services required and our offer is to render supplies/services strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the terms & conditions of contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

We hereby offer to render supplies/ services as detailed above or such portion thereof as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

We possess the necessary License from the Government of India/State Government for rendering the supplies / services.

Dated	• • • • • • • • • • • • • • • • • • • •		
-------	---	--	--

Signature and seal of Authorized Signatory

NOTE

- 1. The offer must be submitted as per above proforma. The Bidder may use his letterhead to submit his offer.
- 2. No erasures or alternations in the text of the offer are permitted.
- 3. Any correction made in offer shall be initialed by the Bidder.
- 4. VALUES should be both in figures and Words.
- 5. The prices quoted should be most competitive



<u>Particulars of Bidders</u> (Bidders must submit this table duly filled up & signed along with the Technical Bid)

1.	Name and Address of the Company		
2.	Annual turnover (Average) for the last three years		
3.	Whether the bidder has supplied Buses / Fire Trucks & accessories with spares to Overseas countries during the past three years (If so, attach details)		
	2015-16		
	2016-17		
	2017-18		
4.	No. of Buses / Fire Trucks supplied to Africa year-wise during the last ten years (attach details of export as well as supply through MEA, GOI)		
5.	Default in supply, if any (provide details)		
6.	EMD Details		
7.	Has the bidder submitted an undertaking regarding warranty and after sales service (In case of authorised supplier of Indian OEM, authorisation letter from the		
	OEM should also be submitted)		

Signature of the Bidder with name & Designation.



Annexure - 3

PROFORMA FOR PERFORMANCE BANK GUARANTEE

THE JOINT GENERAL MANAGER, PROJECTS HMT (INTERNATIONAL) LTD. HMT BHAVAN 59 BELLARY ROAD BANGALORF – 560 032

BANGALORE – 560 032
DEAR SIR,
THIS DEED OF GUARANTEE EXECUTED BY
WHEREAS THE SUPPLIER HAS APPROACHED BANK TO ISSUE BANK GUARANTEE IN YOUR FAVOUR FOR A SUM OF RS
WE HEREBY CONFIRM AND STATE THAT WE AS GUARANTORS SHALL BE RESPONSIBLE TO YOU ON BEHALF OF THE "SUPPLIER" FOR A TOTAL SUM OF RS
WE UNCONDITIONALLY UNDERTAKE TO PAY YOU UPON FIRST WRITTEN DEMAND DECLARING THE "SUPPLIER" TO BE IN VIOLATION/BREACH OR CONTRAVENTION OF ANY OF THE TERMS AND CONDITIONS, WITHOUT DEMUR OR ARGUMENT OR COURT ORDER OR RESOLUTION WITHIN THE VALIDITY OF THIS GUARANTEE, A SUM OF RS
THIS GUARNATEE SHALL NO WAY BE AFFECTED BY THE RESTRIANING ORDER OR ANY SUCH REQUEST OF THE SUPPLIER.

THE GUARANTEE CONTAINED HEREIN SHALL NOT BE AFFECTED BY ANY CHANGES IN THE CONSTITUTION OF THE BANK OR IN THE CONSTITUTION OF THE BENEFICIARY VIZ. YOURSELF AND SHALL BE VALID TILL (DATE) FROM THE DATE OF ISSUE PROVIDED HOWEVER THAT IN CASE DEMAND IS NOT MADE BY YOU UNDER THIS GUARANTEE ON OR BEFORE (DATE), BANK SHALL BE FULLY ABSOLVED FROM ANY LIABILITY UNDER THIS GUARANTEE DEED.

WE HEREBY DECLARE AND STATE THAT THIS GUARANTEE UNLESS INVOKED BY YOU AS AFORESAID SHALL BE VALID TILL (DATE) FROM THE DATE OF ISSUE AND SHALL BE NULL AND VOID THEREAFTER WHETHER THE ORIGINAL GUARANTEE IS RETURNED OR NOT.

End of Section V