

**Embassy of India  
Kathmandu  
(Development Partnership Wing)  
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## **TENDER NOTICE**

The Embassy of India, Kathmandu invites separate sealed tenders for the following work:

<b>Sl. No.</b>	<b>Category of Work</b>	<b>Quantity (Nos.)</b>	<b>Earnest Money (INR)</b>	<b>Date and time for collection of tenders</b>	<b>Last date and time of submission of tenders</b>	<b>Date and time of opening of tender</b>
1	Supply of <b>4WD, Type-B Ambulances</b> <i>(as per latest Government of Nepal specifications/guidelines)</i>	60	<b>7,00,000</b>	13 May – 27 May 2020 (between 1000 – 1700 hrs)	28 May, 2020 (upto 1200 hrs)	28 May, 2020 (at/after 1500 hrs)
2	Supply of <b>Type-C Ambulances</b> <i>As per (as per latest Government of Nepal specifications/guidelines)</i>	15	<b>10,00,000</b>			
3	Supply of <b>Type-D Ambulances</b> <i>(as per latest Government of Nepal specifications/guidelines)</i>	05	<b>7,00,000</b>			
4	Supply of <b>32+1 Seater School buses</b>	12	<b>3,00,000</b>			

### **Terms and conditions:**

1. The tender document and related details can be downloaded from the website of the Embassy of India, Kathmandu at [www.indianembassy.org.np](http://www.indianembassy.org.np) and Central Public Procurement Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in)
2. Tender document can also be obtained from Development Partnership Wing, the Embassy of India, P.O. Box No. 292, 336, Kapurdhara Marg, Kathmandu (Ph: 4411940) from 10 am-5 pm.
3. Duly completed tender document/s shall be submitted in Development Partnership Wing of the Embassy.

**Counsellor (DP)**

**Embassy of India  
Kathmandu, Nepal  
(Development Partnership Wing)**

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**TENDER DOCUMENT**

**FOR**

**SUPPLY OF 60 UNITS (4WD) OF TYPE-B, 15 TYPE-C AND 05 TYPE-D  
AMBULANCES**

**TO EMBASSY OF INDIA, KATHMANDU**

**FOR GIFTING TO VARIOUS GOVERNMENT HOSPITALS AND NON-  
PROFITABLE CHARITABLE ORGANISATIONS IN DIFFERENT PARTS  
OF NEPAL**

**UNDER**

**NEPAL - INDIA ECONOMIC COOPERATION PROGRAMME**

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**FORM OF AGREEMENT**

THIS AGREEMENT is made on the day \_\_\_\_\_ 2020 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 60 units of (4WD) TYPE-B, 15 units of TYPE-C and 05 units of TYPE-D Ambulances for gifting to various health institutions and non-profitable charitable organizations in different parts of Nepal under "India – Nepal Cooperation" programme in accordance with all the requirements as set out in the contract.

AND WHEREAS the Supplier/s has submitted tender and the Buyer has accepted the tender submitted by Supplier/s for:

- (i) the total amount of INR \_\_\_\_\_ (Indian Rupees only) towards basic price of 60 Type-B (4WD) ambulances, compliant to Government of Nepal extant norms/guidelines,
- (ii) total amount of INR \_\_\_\_\_ (Indian Rupees only) towards basic price of 15 Type-C ambulances, compliant to Government of Nepal extant norms/guidelines; and

- (iii) total amount of INR \_\_\_\_\_ (Indian Rupees only) towards basic price of 05 Type-D ambulances, compliant to Government of Nepal extant norms/guidelines.

In respect to Clearing & Forwarding and Transportation charges of the ambulances at Embassy of India, Kathmandu, 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 ambulances.

The whole supply comprised in this Agreement shall be completed within 60 days from placing of order. The maintenance service provided to maintain the ambulances 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:** The Supplier/s shall submit 5% of Tendered Cost before the award of work in the form of a Bank Guarantee from Nationalized 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/s under the contract and shall be discharged after completion of work.
- ii. **Retention money:** 5% of contract amount shall be retained by the buyer (in the form of Bank Guarantee to be submitted by the Supplier/s for the contract amount) till the defect liability period of one year is over.
- iii. **Liquidated Damages:** In case of delay in delivery of ambulances, by the stipulated date, the supplier/s shall be liable to pay delayed charges @ 0.1% of the value of supply order for each day of delay, subject to maximum of 10%.
- 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
- v. **Payment Modalities:** Payment of basic cost of each type of ambulances 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 ambulances to the Embassy of India, Kathmandu. Clearing & Forwarding and Transportation charges of the ambulances, if any, should be included in the bid itself.

#### **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/s as hereinafter mentioned, the Supplier/s hereby covenants with the Buyer to deliver, complete and maintain the ambulances in conformity in all respects with the provisions of the agreement.
5. The Buyer hereby covenants to pay the Supplier/s 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

(  
**Counsellor (DP)**  
**(Buyer)**)

For and on behalf of

**(Supplier)**

**Witnesses:**

- 1.
- 2.

### INSTRUCTIONS TO BIDDERS

- i. **Scope of the bid:** Supply and delivery of Ambulances to Embassy of India (DP Wing), Kathmandu shall be made in the following manner :

<b>Delivery period</b>	<b>Units of Ambulances to be supplied</b>
60 days from date of award of work	30 Type-B (4WD) Ambulances for gifting on Independence Day 2020
	08 Type-C Ambulances for gifting on Independence Day 2020
	03 Type-D Ambulances for gifting on Independence Day 2020
60 days from date of award of work	30 Type-B (4WD) Ambulances for gifting on Republic Day 2020
	07 Type-C Ambulances for gifting on Republic Day 2020
	02 Type-D Ambulances for gifting on Republic Day 2020

The supplier/s must adhere to the above timelines as the ambulances would be gifted on the occasion of Independence Day, 2020 i.e. 15 Aug, 2020 and the Republic Day of India, 2021 i.e. 26 January, 2020. The penalty of 0.1% of the contract amount per day would be levied in case of delay including annulling of the contract, subject to maximum 10% of tender cost.

- ii. **Tender Document:** Tender document can be obtained from DP Wing, Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu from 13/05/2020 to 27/05/2020 during 1000 hrs. to 1700 hrs. Tender document can be downloaded from the website of Embassy of India Kathmandu at [www.indianembassy.org.np](http://www.indianembassy.org.np) and Central Public Procurement Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in).
- iii. **Eligibility Criteria:** Only Original Manufacturers/Authorised dealers of Indian manufactured vehicles/ambulances with 5 years of manufacturing/dealership in last immediate 7 years and having minimum experience of 3 years for supply of similar vehicles in last immediate 7 years 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 INR 2 Crore during last 03 financial years. Should not have incurred losses in more than two years during immediate last five financial years and no loss in immediate previous financial year.
- v. **Solvency:** Must have solvency of at-least INR 2.62 Crore (duly certified by bank). The solvency certificate should not be older than 06 months as on date of application.
- vi. **Single Stage - Two Bid System:** The bids are called in Single Stage with two Bid system: 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 Nationalized 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/s under the contract and shall be discharged after completion of work.
- viii. **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.
- ix. **Payment Terms:** Payment of basic cost of Ambulances shall be made by SBI Cheque, Embassy of India, Kathmandu. Clearing & Forwarding and Transportation Charges of the ambulances at Embassy of India, Kathmandu, if any, should be included in the bid itself.
- x. **Defect Liability Period:** Vehicles should be warranted for at least 01 year against all manufacturing defects from the date of supply of vehicles.
- xi. **Certificate:** Bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.
- xii. **Clarification:** Prospective bidders can obtain further information and any clarification regarding bidding document from DP Wing, the Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu (phone # 4419847) from 13/05/2020 to 27/05/2020 during 1000 hrs. to 1700 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 as in the table below, in the form of a bank draft in favour of Embassy of India, Kathmandu from a scheduled bank registered in Nepal:

Sl. No.	Category of Work	Quantity (Nos.)	Earnest Money (INR)
1	Supply of 4WD, Type-B Ambulances	60	7,00,000
2	Supply of Type-C Ambulances	15	10,00,000
3	Supply of Type-D Ambulances	05	7,00,000

- xviii. **Refund of Earnest Money:** Earnest Money deposited by the successful bidder/supplier/s shall be released after 60 days on receipt of a request from the Supplier/s after satisfactory delivery of each type of ambulance/s, complete in all respects, in ready to gift condition. Earnest Money Deposit of unsuccessful bidders shall be returned in original after completing the process of evaluation of bids.
- xix. **Place of Supply:** The Embassy of India, Kathmandu. No Transportation will be payable to the bidder.
- xx. **Submission of Tender:** Completed tenders in all respects along with enclosures shall be submitted in a sealed envelope which shall be superscribed **“TENDER FOR SUPPLY OF 60 UNITS OF (4WD) TYPE-B, 15 UNITS OF TYPE-C AND 05 UNITS OF TYPE-D AMBULANCES”**. (One photocopy of the tender document should also be enclosed)
- xxi. **Last date for submission of Tender:** Tenders shall be submitted **upto 1200 hrs. of 28/05/2020**. Tenders shall be submitted to DP Wing, Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu. Bids received after the stipulated time shall not be entertained.
- xxii. **Contents of bid:** The following documents and addenda, if any, shall form part of the tender for delivery of (a) 60 units of (4WD) TYPE-B, (b) 15 units of TYPE-C and (c) 05 units of TYPE-D Ambulances to the 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
- xxiii. **Opening of bids:** Bids shall be opened in the Embassy of India, Kathmandu at **1500hrs on 28/05/2020**.
- xxiv. 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.

xxv. 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 & Forwarding and Transportation charges of the ambulances, 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 ambulances 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/s shall have to deposit Performance Guarantee equal to 5% of the tendered cost of each type of ambulances from Nationalized Bank/Scheduled bank registered in Nepal before the time of award of work.
4. **Pre-delivery Inspection:** The successful bidder shall conduct pre-delivery inspection of ambulances and remove all mechanical, electrical, and physical defects, if any, before delivery of the ambulances 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 ambulances 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 ambulances.
6. **Affixing of stickers/Logos:** The following text and Logo shall be riveted on the ambulances

Description	Size
<b>The word “AMBULANCE” in block letters in reverse on the front of each Ambulance.</b>	48” x 6”
<b>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.</b>	
On the bonnet	21” diameter
On front and rear side	6” diameter
On both sides (gates)	11” diameter
<b>Text Gifted by Government of India</b>	
On rear side	48” x 4”
On both sides	80” x 5”

7. **Delivery:** Successful bidder/s shall be required to deliver the ambulances in premises of EoI, Kathmandu 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 Ambulances to be supplied
60 days from date of	30 Type-B (4WD) Ambulances for gifting on Independence Day

award of work	2020
	08 Type-C Ambulances for gifting on Independence Day 2020
	03 Type-D Ambulances for gifting on Independence Day 2020
60 days from date of award of work	30 Type-B (4WD) Ambulances for gifting on Republic Day 2020
	07 Type-C Ambulances for gifting on Republic Day 2020
	2 Type-D Ambulances for gifting on Republic Day 2020

8. **Liquidated Damages:** In the case of delay in delivery of ambulances, if any, the successful bidder/s shall be liable to pay a penalty of 0.1% of the value of supply order for each day of delay, subject to maximum of 10%.
9. **Retention Money:** 5% of contract amount shall be retained by the buyer (in the form of Bank Guarantee to be submitted by the Supplier/s for the contract amount) till the defect liability period of one year is over.
10. **Payment:** Payment of basic cost of each type of ambulances 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 ambulances to the Embassy of India, Kathmandu. Clearing & Forwarding and Transportation charges of the ambulances, if any, should be included in the bid itself.
11. **Warranty:** The supplier/s shall provide warranty of each type of ambulances 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.
12. **Refund of Earnest Money and Performance Guarantee:** Earnest Money and Performance Guarantee deposited by the supplier/s shall be released after 60 days on receipt of a request from the Supplier/s after satisfactory delivery of each type of ambulances 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 60, Type-B, jeep type, 4WD Ambulances

Sl. No.	Technical Specifications	Specification required by the Embassy of India	Specifications of the ambulance quoted in the bid
1.	Make/Model	4 WD	
2.	Engine capacity/ Horse Power	Minimum 45 KW	
3	No. of speeds	5 + reverse	
4.	Compliance to emission norms	As per Govt. of Nepal compliance	
5	Equipment	Siren, revolving light, Stretcher with wheels & Stand, medicine box, saline bottle stand and bracket for oxygen cylinder etc.	

### 2. Technical Specifications of 15, Type-C Ambulances

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

### 3. Technical Specifications of 05, Type-D Ambulances

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

5	Equipment	As per latest Govt. of Nepal Guidelines	
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#### 4. Price

Sl. No	Description of item	Quantity	Rate per unit (In INR both in figures and in words)	Total price (In INR both in figures and in words)
1.	Type-B, 4 WD, Jeep Type Ambulance with minimum specifications as given above	60 Nos.		
2.	Type-C Ambulances as per latest Govt. of Nepal guidelines	15 Nos.		
3	Type-D Ambulances as per latest Govt. of Nepal guidelines	05 Nos.		
4	Clearing & Forwarding and Transportation Charges, as per actuals	60 Nos.		
5	Type-C Ambulances as per latest Govt. of Nepal guidelines	15 Nos.		
6	Type-D Ambulances as per latest Govt. of Nepal guidelines	05 Nos.		
	<b>Total</b>			

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

**The manufacturer's warranty should be quoted below:**

**Counsellor (DP)**

**Embassy of India  
Kathmandu, Nepal  
(Development Partnership Wing)  
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## **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 \_\_\_\_\_ 2020 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 Cooperation" programme 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 INRs. \_\_\_\_\_ (Indian Rupees only) towards basic price of 12 buses. Clearing & Forwarding and Transportation charges of the bus, at Embassy of India, Kathmandu, 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.

- i. **Performance Security:** The Supplier shall submit 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 (in the form of Bank Guarantee to be submitted by the Supplier/s for the contract amount) till the defect liability period of one year 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 @ 0.1% of the value of supply order for each day of delay, subject to maximum of 10%.
- 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.
- v. **Payment Modalities:** Payment of basic cost of each type of ambulances 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 ambulances to the Embassy of India, Kathmandu. Clearing & Forwarding and Transportation charges of the ambulances, if any, should be included in the bid itself.

**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

(  
**Counsellor (DP)**  
**(Buyer)**)

For and on behalf of

**(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 :-

<b>Delivery period</b>	<b>Units of Buses to be supplied</b>
60 days from date of award of work	06 Buses to be gifted on Independence Day, 2020
60 days from date of Award of work	06 Buses to be gifted on Republic Day, 2021

The supplier must adhere to the above timelines as the buses would be gifted on the occasion of Independence Day, 2020 i.e. 15 Aug, 2020 and the Republic Day of India, 2021 i.e. 26 January, 2021. The penalty of 0.1% of the contract amount per day would be levied in case of delay including annulling of the contract, subject to maximum 10% of tender cost.

- (ii) **Tender Document:** Tender document can be obtained from DP Wing, the Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu from **13/05/2020 to 27/05/2020** during 1000 hrs. to 1700 hrs. Tender document can be downloaded from the website of Embassy of India Kathmandu at [www.indianembassy.org.np](http://www.indianembassy.org.np) and Central Public Procurement Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in).
- (iii) **Eligibility Criteria:** Only Original Manufacturers/Authorised dealers of Indian manufactured vehicles/ambulances with 5 years of manufacturing/dealership in last immediate 7 years and having minimum experience of 3 years for supply of similar vehicles in last immediate 7 years 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 INR 30.52 lakhs during last 03 financial years. Should not have incurred losses in more than two years during the immediate last five financial years and no loss in immediate previous financial year.
- (v) **Solvency:** Must have solvency of at-least INR 40 lakhs duly certified by bank. The solvency certificate should not be older than 06 months as on date of application.
- (vi) **Single Stage - Two Bid system:** The bids are called in Single Stage with two Bid system: 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.
- (viii) **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.

- (ix) **Payment Terms:** Payment of basic cost of buses shall be made by SBI cheque, Embassy of India, Kathmandu. Clearing & Forwarding and Transportation charges of the bus at Embassy of India, Kathmandu, if any, should be included in the bid itself.
- (x) **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.
- (xi) **Certificate:** Bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.
- (xii) **Clarification:** Prospective bidders can obtain further information and any clarification regarding bidding document from DP Wing, the Embassy of India, 336 Kapurdhara Marg, P.O. Box No. 292, Kathmandu (phone # 4419847) from 13/05/2020 to 27/05/2020 during 1000 hrs. to 1700 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 INR 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) **Place of Supply:** The Embassy of India, Kathmandu. No Transportation will be payable to the bidder.
- (xx) **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)
- (xxi) **Last date for submission of Tender:** Tenders shall be submitted **upto 1200 hrs. of 28/05/2020**. Tenders shall be submitted to DP Wing, Embassy of India, 336 Kapurdhara

Marg, P.O. Box No. 292, Kathmandu. Bids received after the stipulated time shall not be entertained.

(xxii) **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

(xxiii) **Opening of bids:** Bids shall be opened in the Embassy of India, Kathmandu at 1500hrs on **28/05/2020**.

(xxiv) 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.

(xxv) 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 & Forwarding and Transportation 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.
1. **Currency:** All rates shall be quoted in Indian Rupees (INR 1.00 = NRs.1.60).
2. **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.
3. **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.
4. **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.
5. **Affixing of stickers/Logos:** The following text and Logo shall be riveted on the buses:

Description	Size
<b>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.</b>	
On front and rear side	15” diameter
On both sides	21” diameter
<b>Text ‘ Gifted by Government of India’</b>	
On both sides	11’ x 8”

6. **Delivery:** Successful bidder shall be required to deliver the buses at Embassy of India, Kathmandu 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 to be gifted on Independence Day, 2020
60 days from date of Award of work	06 Buses to be gifted on Republic Day, 2021

7. **Liquidated Damages:** In the case of delay in delivery of buses, if any, the successful bidder shall be liable to pay a penalty of 0.1% of the value of supply order for each day of delay, subject to maximum of 10%.
8. **Retention Money:** 5% of contract amount shall be retained by the buyer (in the form of Bank Guarantee to be submitted by the Supplier/s for the contract amount) till the defect liability period of one year is over.
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 & Forwarding and Transportation 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 after 60 days 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 and Transportation charges as per actuals			
	<b>Total</b>			

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

**The manufacturer's warranty should be quoted below:**

**Counsellor (DP)**