

TENDER DOCUMENT

FOR

**SUPPLY OF 40 UNITS OF SCHOOL BUSES (32+1 SEATER) AND
25 UNITS OF SCHOOL VAN (MINI SCHOOL BUSES) (18+D SEATER)**

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 _____ 2023 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 **40 Units of School Buses (32+1 seater)** and **25 Units of School Van (Mini School Buses) (18+D seater)** 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/s has submitted tender and the Buyer has accepted the tender submitted by Supplier/s for:

- (i) total amount of INR _____ (Indian Rupees only) towards price of **40 Units of School Buses (32+1 seater)** all cost inclusive, compliant to Government of Nepal of Nepal extant norms / guidelines; and
- (ii) the total amount of INR _____ (Indian Rupees only) towards price of **25 Units of School Van (Mini School Buses) (18+D seater)** all cost inclusive. compliant to Government of Nepal of Nepal extant norms / guidelines.

The whole supply comprised in this Agreement shall be completed **within 45 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 Nationalized / Commercial / Scheduled Bank registered in Nepal or from any Schedule Bank registered in India 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 attributable to the supplier, 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 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 buses, 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

()
First Secretary (DP&R)
(Buyer)

For and on behalf of

(Supplier)

Witnesses:

- 1.
- 2.

INSTRUCTIONS TO BIDDERS

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

Delivery period	Units of Buses to be supplied
45 days from date of award of work	40 School Buses (32+1 seater)
	25 School Van (Mini School Buses) (18+D seater)

The supplier must adhere to the above timelines as the buses would be gifted in the current financial year (2023-24). 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 16/10/2023 to 05/11/2023** during 1000 hrs. to 1700 hrs. Tender document can be downloaded from the website of Embassy of India Kathmandu at www.indembkathmandu.gov.in and Central Public Procurement Portal at www.eprocure.gov.in.
- (iii) **Eligibility Criteria:** Only Original Manufacturers/Authorised dealers of Indian manufactured vehicles/buses 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 05 years duly certified by CA to be submitted with technical bid. Must have average annual financial turnover during immediate last 03 financial years as mentioned in the below table. 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.

Sl. No.	Category of Work / supply	Quantity (Nos.)	Turnover (INR)
1	Supply of School Buses (32+1 seater)	40	3.28 Crore
2	Supply of School Van (Mini School Buses (18+D seater)	25	1.16 Crore

- (v) **Solvency:** Must have solvency of the amount at-least as mentioned at para (iv) above table (duly certified by bank). The solvency certificate should not be older than 06 months as on the last date of bid submission.
- (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 / Commercial / Scheduled Bank registered in Nepal with Government of Nepal or from Scheduled Bank registered in India 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 45 days from the date of award of work.
- (ix) **Payment Terms:** Payment shall be made by SBI Cheque, Embassy of India, Kathmandu 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 buses 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 to be provided by dealers:** Bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company and Government of Nepal. The certificate shall be valid on the last day of submission of bid.

- (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 **16/10/2023 to 05/11/2023** 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 (EMD) with the validity of 90 days as in the table below in the form of a bank draft / bank guarantee in favour of Embassy of India, Kathmandu from Nationalized / Commercial / Scheduled Bank registered in Nepal with Government of Nepal or from Scheduled Bank registered in India.

Sl. No.	Category of Work	Quantity (Nos.)	Earnest Money (INR)
1	Supply of School Buses (32+1 seater)	40	27,37,000.00
2	Supply of School Van (Mini School Buses (18+D seater)	25	9,68,000.00

- (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 buses, 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 charges will be payable to the bidder.
- (xx) **Submission of Tender:** In two separate envelope in which Envelope-1 shall contain all the documents submission for Technical Bid including EMD. Completed tenders in all respects alongwith enclosures shall be sealed. Envelope-2 shall contain all the Financial Bid documents. Completed tenders in all respects shall be sealed. The completed tenders of sealed Envelope-1 and Envelope-2 in all respects shall be submitted in a sealed Envelope-3 which shall be superscribed "**TENDER FOR SUPPLY OF 40 UNITS OF SCHOOL BUSES (32+1 SEATER) AND 25 UNITS OF SCHOOL VAN (MINI SCHOOL BUSES) (18+D SEATER)**". (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 06/11/2023**. 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 40 Units of School Buses (32+1 seater) and 25 Units of School Van (Mini School Buses) (18+D seater) to Embassy of India (DP Wing), Kathmandu.
- Envelope-1 (Technical Bid)**
- Tender Notice
 - Instructions to bidders
 - Terms and conditions
 - Earnest Money Deposit
 - Addenda, if any issued by Embassy of India
- Envelope-2 (Financial Bid)**
- Form of Bid
- (xxiii) **Opening of bids:** Bids shall be opened in the Embassy of India, Kathmandu at 1500hrs on **06/11/2023**.
- (xxiv) The bidder shall sign each page of this document and no page of this document shall be removed by the bidder. Any cutting / overwriting / insertion 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.
2. **Currency:** All rates shall be quoted in Indian Rupees (INR 1.00 = NRs.1.60).
3. **Performance Guarantee:** Successful bidder shall have to deposit Performance Guarantee equal to 5% of the tendered cost of buses from Nationalized / Commercial / Scheduled Bank registered in Nepal with Government of Nepal or from Scheduled Bank registered in India with Government of India at the time of award of work.
4. **Pre-delivery Inspection:** The successful bidder shall conduct pre-delivery inspection of buses and remove all mechanical, electrical, and physical defects, if any, before delivery of the buses to the Embassy of India. The bidder shall submit the internal Inspection Report of the company along with the supplies before claiming the payment.
5. **Inspection by Embassy:** Embassy of India, Kathmandu shall also undertake physical inspection of the buses through its representatives before taking their delivery. This shall, however, not be treated as discharge of the responsibility of suppliers for pre-delivery inspection of the buses.
6. **Affixing of stickers/Logos:** The following text and Logo shall be riveted on the buses:

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

7. **Delivery:** Successful bidder shall be required to deliver the buses at Embassy of India, Kathmandu complete in all respects in ready to gift condition within **45 days** from and including the date of the award of work. The supply shall be made in the following manner :-

Delivery period	Units of Buses to be supplied
45 days from date of award of work	40 School Buses (32+1 seater)
	25 School Van (Mini School Buses) (18+D seater)

8. **Liquidated Damages:** In the case of delay in delivery of buses, if any, the supplier/s shall be liable to pay a penalty of 0.1% of the value of supply order for each day of delay attributable to the supplier, 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 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.
11. **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.
12. **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. Any recovery required to be made on behalf of Government of India in respect of the extant tender may be adjusted while refunding the EMD and Performance Guarantee.

FORM OF TENDER – TECHNICAL BID

(To be submitted in separate sealed cover (Envelope-1) alongwith enclosures of Tender Document)

Technical Specifications of 40 Units School Buses (32+1 seater)

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	

FORM OF TENDER – TECHNICAL BID

(To be submitted in separate sealed cover (Envelope-1) alongwith enclosures of Tender Document)

Technical Specifications of 25 Units School Van (Mini School Buses) (18+D seater)

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	

FORM OF TENDER – FINANCIAL BID

(To be submitted in separate sealed cover (envelope-2))

Price

Sl. No.	Description of item	Quantity	Rate per unit (In INRs. both in figures and in words) (Only basic price i.e. excluding tax and duties)	Total price (In INRs. both in figures and in words) (Only basic price i.e. excluding tax and duties)
1.	32+1 seater school buses with minimum specifications as given in the Form of Tender- Technical Bid including clearing & forwarding and transportation charges or any other cost for completing the scope of supply.	40 Nos.		
	Total			

FORM OF TENDER – FINANCIAL BID

(To be submitted in separate sealed cover (envelope-2))

Price

Sl. No.	Description of item	Quantity	Rate per unit (In INRs. both in figures and in words) (Only basic price i.e. excluding tax and duties)	Total price (In INRs. both in figures and in words) (Only basic price i.e. excluding tax and duties)
1.	18+D seater School Van (Mini school buses) with minimum specifications as given in the Form of Tender- Technical Bid including clearing & forwarding and transportation charges.	25 Nos.		
	Total			