

भारत का उच्चायोग, कम्पाला  
High Commission of India  
Kampala  
June 2018



सत्यमेव जयते

**Draft Tender Document**

*for*

**SUPPLY OF 01 UNIT OF 05 SEATER CAR  
TO  
HIGH COMMISSION OF INDIA, KAMPALA**

**Tender No.: KAM/228/1/2018**

**FOR THE USE AT RWANDA-INDIA ENTREPRENEURSHIP DEVELOPMENT CENTRE  
[RIEDC] AT KIGALI, RWANDA, BEING ESTABLISHED BY THE ENTREPRENEURSHIP  
DEVELOPMENT INSTITUTE OF INDIA [EDII], GANDHINAGAR**

***Last date for submission of bids: 16.07.2018***

***Opening of technical bids: 18.07.2018***

*The tender document is available for downloading at  
[www.hci.gov.in/kampala](http://www.hci.gov.in/kampala)*

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## PART-I General Information

High Commission of India, Kampala invites open bids on single stage two-bid system for the supply **01 Unit of 05 Seater Car**.

### 1. Contact information

Head of Chancery,  
High Commission of India,  
Plot No 11, Kyodondo Road, Nakasero,  
PO Box No 7040, Kampala  
Tel No +256-414-344631  
Email: hoc.kampala@mea.gov.in ;  
Website: www.hci.gov.in/kampala

### 2. Critical Date Sheet

Tender documents may be downloaded from <https://hci.gov.in/kampala/> and <https://eprocure.gov.in/eprocure/app> as per the critical date\* sheet below:

Published Date	26.06.2018 (1000 Hrs)
Bid Document Download/ Sale Start Date	26.06.2018 (1000 Hrs)
Online Clarification Start Date	26.06.2018 (1000 Hrs)
Online Clarification End Date	15.07.2018 (1730 Hrs)
Pre Bid meeting	15.07.2018 (1000 Hrs)
Bid Submission Start Date	26.06.2018 (1000 Hrs)
Bid Submission End Date	16.07.2018 (1730 Hrs)
Technical Bid Opening Date	18.07.2018 (1100 Hrs)

*\*Note: This is according to IST (Indian Standard Time)*

3. **Sale of Tender:** Tenders can be purchased from High Commission of India, Plot 11, Kyadondo Road, Nakasero, Kampala from **.../.../2018 to .../.../2018** during 1000 hrs. to 1300 hrs on payment of ..... **or INR**..... The bidders who download the tender document are required to submit the requisite fee for tender bid in the form of a bank draft drawn in favour of High Commission of India, Kampala. The rate of exchange applicable will be ..... = US\$ .....

### 4. Eligibility Criteria:

(i) Bidder shall be original Manufacturers / Authorised dealers of Indian manufactured vehicle with **5 years of manufacturing / dealership** and having minimum experience of 3 years for supply of similar vehicles as on last date of the month preceding the tendering month.

(ii) The bidder should have minimum average annual turnover of Rs. 12 lakh during the last 3 financial years.

(iii) The bidder should have completed at least One similar work not less than Rs. 10 lakhs or Two similar works not less than Rs. 6.25 lakh each OR Three similar works not less than Rs. 5 lakh each.

(iv) The bidder must provide the plan / arrangement for warranty services to be provided at site. The bidder should have their own branch office / service centre at Rwanda. However, if the bidder plans to provide service through local dealer / service provider at Rwanda, an undertaking to this should be submitted along with the technical bid. The details viz. Name, address, contact person, telephone/fax, e-mail etc should be provided of this local dealer / service provider before placement of purchase order.

(v) Bidder should not be under a declaration of ineligibility of corrupt and fraudulent practices.

**5. Financial statements:** The prospective bidders are required to furnish financial statement for the last three financial year. Bidders may also submit, in brief, the history of their company with annual turnover.

**Two Bid System:** The bids are called in two- Bid systems of Part I-Technical bid and Part II - Financial Bid. To assist evaluation and comparison of the bids, the High Commission at its discretion, may ask the bidders for clarification on their bids. The clarifications and responses from the bidders shall be in writing.

**6. Performance Security:** 5% of the Tendered Cost before the award of work in the form of Bank Guarantee from Nationalised Bank / Registered with Rwandan 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 shall be discharged after completion of work.

**7. Time for Completion:** Time for supply of vehicles is within **30** days from the date of award of work.

**8. Payment Terms:** Payment of basic cost of car shall be made by High Commission of India, Kampala. Clearing and forwarding charges of the car, if any, shall be made strictly as per actual, on production of relevant documents, to the supplier by cheque payable at Kampala.

**9. Retention money:** 5% of contract amount shall be retained by the Mission till the Defect Liability Period is over.

**10. Defect Liability Period** - Vehicles should be warranted for at least 01 year against all manufacturing defects from the date of supply of vehicles.

**11. Certificate:** Bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.

**12. Clarification:** Prospective bidders can obtain further information and any clarification regarding bidding document from **High Commission of India, Plot No. 11, Kyadondo Road, Nakasero, Kampala (Tel: +256-41-4344631) from 26/06/2018 to 17/07/2018 during 1000 hrs. to 1300 hrs.**

**13. No. of bids per bidder:** Each bidder shall submit only one bid. A bidder who submits more than one bid shall be disqualified.

**14. Cost of bidding:** The bidder shall bear all the costs associated with the preparation and submission of bid and this High Commission shall in no case be responsible or liable to these costs.

**15. Amendment of bidding document:** The High Commission may amend the bidding document by issuing Addenda, before the deadline for submission of bids.

**16. Submission of Bid:**

**a. Manner of depositing the Bids:** The bid should be submitted in a sealed envelope clearly mentioning as “**Financial Bid**” and these two sealed envelopes should be put into a big envelope. The bid should be superscripted as “**Bid for Supply of Vehicles for High Commission of India, Kampala**”. The responsibility to ensure this lies with the Bidder

**b. Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like VAT number, copy of Government licence letter, Bank account number (US Dollar Account if applicable) and bank address etc. and complete postal & e-mail address of their office.

**c. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A scan copy of withdrawal notice may be sent by e-mail but it should be followed by an original signed confirmation copy of withdrawal notice to be sent by post and such signed confirmation should reach the buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

**d. Time and date for opening of Bids:** The bid will be opened on **18.07.2018 at 11:00hrs at High Commission of India, Plot No. 11, Kyadondo Road, Nakasero, Kampala**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of representatives of any bidder.

**e.** Sealed offers, addressed to the under mentioned, shall be submitted before 5:30 pm on or before 16.07.2018.

**Head of Chancery  
High Commission of India  
Post Box No.7040  
Plot No. 11, Kyadondo Road,  
Nakasero, Kampala, Uganda**

**f.** The tender box shall be sealed at the stipulated deadline for submission.

**g. Validity of Bids:** The Bids should remain valid till (180 Days) from the last date of submission of the Bids

**h.** Envelopes shall indicate the name and address of the bidders/senders to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.

**i.** Offers received through **Fax/E-mail or through open letters** shall summarily be **rejected/ignored**. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents.

**j.** In the first stage, only **Technical Bids** will be opened for evaluation and **Financial Bids** of only those bidders whose technical bids are acceptable/ qualified will be opened on the same day after evaluation of technical bid. The representatives of the bidders, if they wish, may remain present while opening of the technical bids and financial bids.

**k.** All the pages/documents of the bid should bear the signature of the bidder with date. Any over-writing corrections & cuttings should bear dated initials of the bidder. Corrections should be made by writing-again instead of shaping or over-writing.

**l.** Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.

**m. Language:** All documents relating to the bid shall be in English language.

**17. Earnest Money:** Deposit each bid shall be accompanied by Earnest Money Deposit of **Rs. 62,500/-** or **equivalent to USD.908** in the form of a bank draft in favour of High Commission of India, Kampala from a scheduled bank registered in Rwanda/ Uganda/India.

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

**19. 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 01 UNIT OF 05 SEATER CAR**". **(One photocopy of the tender document should also be enclosed)**

**20. Last date for submission of Tender:** Tenders shall be submitted **upto 1730 hrs. of 16/07/2018**. Tenders shall be submitted to High Commission of India, Plot No. 11, Kyadondo Road, Nakasero, Kampala. Bids received after the stipulated time shall not be entertained.

**21. Contents of bid:** The following documents and addenda, if any, shall form part of the tender for delivery of **01 unit of 5 Seater Car** to High Commission of India, Kampala.

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 High Commission of India, Kampala

**22.** The High Commission reserves the right to reject or accept any application without assigning any reason.

**23. Jurisdiction:** In the event of any dispute, the jurisdiction of courts in Kampala, Uganda would be applied and the settlement by courts in Kampala, Uganda will be final.

**24. Force Majeure:**

High Commission of India 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, and direct and indirect consequences of wars [declared or undeclared], hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

**Part-II - Essential Details of the required vehicles**

**1. Technical Specifications of required Car**

S. No.	Technical Specifications	Specifications of the each type vehicle quoted in the bid
1.	Make/Model	
2.	Engine size	
3	Type of Transmission and No. of speed gears	
4.	Engine type	
5.	Turbo Intercooler, Air Conditioner	
6.	Engine Cylinder	
7.	ABS and Air bags	
8.	Power Steering and Electric traction	
9.	Compliance to emission norm	
10.	Other relevant information	

**2. Price details of the Car in a tabular form.**

S. No.	Description of item/Charges	Quantity	Rate per unit (In USD both in figures and in words)	Total price (In USD both in figures and in words)
1.	One 05 Seater Car with specifications as given above	01 No.		

2.	Clearing and forwarding charges as per actuals	<b>01 No.</b>		
			<b>Total</b>	

**3. The Manufacturer's Warranty:** The supplier shall provide warranty of vehicles against manufacturing defects and free services throughout Kampala for a period of two years or 1,00,000 km whichever is later. The bidder shall have authorized service provider in Rwanda and ready to do the service and maintenance of the vehicle after sale.

**4. Requirement of Technical documentation:** Standard documents accompanying the Vehicle i.e Detailed User Manual, Warranty Certificate, etc.

**5. Delivery Period:** Delivery period for supply of items would be **30** days from the date of award of work. Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.

**Note: Only the basic price [excluding taxes and duties] should be quoted against serial no. 1. In case of receipt of offer in USD, the exchange rate prevailing on the date of opening of technical bid shall be taken for comparison of bid prices.**

**Consignee details:**

<b>Name of Consignee</b>	<b>Address of Consignee</b>
Head of Chancery, High Commission of India, Kampala	Plot No. 11, Kyadondo Road, Nakasero, Kampala

### **Part III - Terms & Conditions**

1. **Price:** The price shall be quoted **excluding Rwandan Customs and other duties/taxes**. The High Commission of India, Kampala, shall issue necessary letter to the concerned tax authorities of Rwanda/Uganda regarding exemption from taxes and duties. Clearing and forwarding charges will be as per **actual**. The supplier has to submit invoice for C&F charges as per actual receipts received from various agencies. The supplier shall also submit original invoice and details of chassis number and engine number of the Car well in advance to obtain tax exemption from the relevant authorities of Government of Rwanda.

**Taxes and Duties: All taxes, duties, levies and charges shall be paid by the supplier.**

2. **Currency:** All rates shall be quoted in US dollars/INR.

**In case of receipt of offer in USD, the exchange rate prevailing on the rate of opening of the technical bid shall be taken for comparison of bid prices.**

3. **Delivery:** Successful bidder shall be required to deliver the Vehicle complete in all respects in ready to gift condition within **30 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: -

<b>Delivery Period</b>	<b>Units of required Vehicle to be supplied</b>
30 days from date of award of work	01 Unit of 05 Seater Car

4. **Performance Guarantee:** Successful bidder shall have to deposit **5% of the tendered cost before the award of work in the form of a Bank Guarantee from Nationalised Bank / Registered with Rwanda / India Government valid till Defence Liability Period is over.**

5. **Pre-delivery Inspection:** The successful bidder shall conduct pre-delivery inspection of the Car and remove all mechanical, electrical, and physical defects, if any, before delivery of all the motor vehicles to the High Commission of India. The bidder shall submit the Pre-Inspection Report of the company along with the original documents before claiming the payment.

6. **Inspection by the High Commission:** The High Commission of India, Kampala, shall also undertake physical inspection of all the motor vehicles at Kampala (after arrival of all required vehicles at Kampala), 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 vehicles.

7. **Payment:** Payment shall be made to the supplier in the currency in which the price is quoted after satisfactory deliver of car to the High Commission of India, Kampala.

**8. Affixing of stickers/Logos:** The following text and Logo shall be riveted on the all the motor vehicles:

Description	Size
The word “Gift of 01 unit of 5 seater car” In block letter in reverse on the front of the Car	48” x 6”
Round shaped Logo with slanting flags of Uganda and India in cross with the text “Rwanda – India Entrepreneurship Development Centre” as per specifications given by the High Commission.  On the bonnet On front and rear side On both sides [gates]	21” diameter 6” diameter 11” diameter
On rear side Both sides.	48” x 4” 80” x 5”

**9. Contents of bid:** The following documents and addenda, if any, shall form part of the tender for delivery of Car to the High Commission of India, Kampala.

- a) Tender Notice
- b) Instructions to bidders
- c) Terms and conditions for bid
- d) Form of Bid/Tender
- e) Certificate of dealership attested by dealer with stamp
- f) Addenda, if any issued by High Commission of India

**10. Warranty:** The supplier shall provide warranty of Car against manufacturing defects and free services throughout Kampala for a period of two years or **1,00,000 km whichever is later**. The bidder shall have authorized service provider in Rwanda and ready to do the service and maintenance of the vehicle after sale.

**11. Liquidated Damages:** In the case of delay in delivery of car, if any, the successful bidder shall be liable to pay a penalty of **1.0%** of the value of supply order for each day of delay subject to maximum penalty of 10% of the order value.

## **Part IV - Opening of Bids**

**Evaluation of all bids and announcement of successful bidder:** The bid will be opened on 18.07.2018 at **High Commission of India, Plot No. 11, Kyadondo Road, Nakasero, P. O. Box No. 7040, Kampala, Uganda.**

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.

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

The name of successful bidder will be announced at the same time in the presence of bidders or in the presence of authorized representative. If there will be any doubt about bid process, bidder should give his/her representation in writing on same day. Any application after that will not be considered.

**Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- (b). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given.

## **FORM OF AGREEMENT**

**THIS AGREEMENT** is made on the day \_\_\_\_\_ 2018 between **High Commission of India, Kampala, Uganda** (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 **01 Unit of 05 Seater Car** for use at Rwanda-India Entrepreneurship Development Centre [RIEDC] at Kigali, Rwanda, being established by the Entrepreneurship Development Institute of India [EDII], Gandhinagar 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 **US\$ \_\_\_\_\_ (approx. \_\_\_\_\_ INR only)** towards basic price of **01 Unit of 05 Seater Car..** Clearing and forwarding charges, duties of the car, 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 car.

The whole supply comprised in this Agreement shall be completed **within 30 days** from placing of order. The maintenance service provided to maintain the car in good order for 2 years from the date of supply or 100,000 km whichever is later in conformity in all respects with provisions of the agreement.

The successful bidder shall conduct pre-delivery inspection of the car and remove all mechanical, electrical, and physical defects, if any, before delivery of the car to the High Commission of India. The bidder shall submit the Pre-Inspection Report of the company along with original documents before claiming the payment.

**Performance Security:** Successful bidder shall have to deposit **5% of Tendered Cost** before the award of work in the form of a Bank Guarantee from Nationalised Bank / Registered with Rwanda/India Government valid till Defect Liability Period is over.

**Retention Money:** 5% of the contract amount shall be retained by the buyer till the Defence Liability Period is over.

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

**Defect Liability Period:** **Vehicle should be warranted for at least 01 year against all manufacturing defects from the date of supply of vehicle.**

Payment of basic cost of the **01 Unit of 05 Seater Car** shall be made by Bank of Baroda (Uganda) Limited, US Dollar Cheque, in favour of the manufacturer drawn on Bank of Baroda (Uganda) Limited, payable at Kampala, Uganda after satisfactory delivery of the above vehicle to the High Commission of India. Clearing and forwarding charges of the motor vehicles, 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 Notice
  - b. Instructions to Bidders
  - c. Terms and Conditions
  - d. Form of Tender
  - e. Acceptance of Tender
  - f. Attested copy of authorized dealer certificate
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 all the motor vehicles in conformity in all respects with the provisions of the agreement.
5. The Buyer hereby covenants to pay the Supplier in consideration of the supply, delivery and maintenance, the price at the time and in the manner prescribed by the agreement.

**IN WITNESS WHEREOF** the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day month and year first above written.

Signed, Sealed and Delivered at Kampala by the said \_\_\_\_\_ :

<b>For and on behalf of High Commission of India</b>	<b>For and on behalf of</b>
<b>Second Secretary</b>	
<b>(Buyer)</b>	<b>(Supplier)</b>

**Witnesses:**

- 1.
- 2.