



No.YAN/P/224/2/11-IV
EMBASSY OF INDIA
YANGON

TENDER DOCUMENT
FOR
PROCUREMENT OF VEHICLES FOR
ADVANCED CENTRE FOR AGRICULTURAL RESEARCH AND
EDUCATION (ACARE), NAY PYI TAW

DEVELOPMENT COOPERATION WING
EMBASSY OF INDIA,
YANGON

**Embassy of India
Yangon**

Subject: Procurement of vehicles for Advanced Centre for Agricultural Research & Education (ACARE), Nay Pyi Taw, Myanmar

No. YAN/P/224/2/11-IV/2018-19/

Dated: 30.05.2019

TENDER NOTICE

Sealed tenders comprising (i) Technical bids (ii) Financial bids are invited on behalf of Embassy of India, Yangon from eligible bidders for supply of **three vehicles** for Advanced Centre for Agricultural Research & Education (ACARE), Nay Pyi Taw. ACARE is being established at Yezin Agricultural University, Yezin, Myanmar with the support of assistance from Government of India. Details of the required vehicles are as follows:

Sl. No.	Type of the vehicle	Quantity.
1.	7 seater SUV	1
2.	5 seater with trailer	1
3.	16 seater Mini Bus	1

Specifications of the vehicles are specified in chapter III (Schedule of Requirement) of this document.

Date of starting of Sale of tender document **30.05.2019 from 10.00 hrs**

Last date of Submission of tender/ offer **02.07.2019 upto 11.00 hrs** at the Embassy of India, Yangon
Address: First Secretary (Development Cooperation)
545-547 Merchant Street,
Kyauktada Township, Yangon, Myanmar.

Opening of the tender **02.07.2019 at 11.30 hrs** at the Embassy of India, Yangon.
Address: First Secretary (Development Cooperation)
545-547 Merchant Street,
Kyauktada Township, Yangon, Myanmar.

Tender document can also be downloaded from **www.embassyofindiayangon.gov.in**, **www.iari.res.in** or **www.mea.gov.in** or **eprocure.gov.in**.

**First Secretary (DC)
Embassy of India
Yangon**

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-
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All bidders are requested to thoroughly study the tender documents and ensure compliance to all required documents and annexures; correctly filled, sign and stamp the document where applicable; before submitting the same to avoid rejection of their bids.

Bidders are advised to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. **All tender documents must be duly completed, signed by authorized signatory on each page and returned with the offer.** This tender is not transferable.

Chapter I: Instructions to Bidders

1. **Name of Tendering Unit & Contact details** : First Secretary (Development Cooperation),
Embassy of India
545-547 Merchant Street,
Kyauktada Township, Yangon, Myanmar.
Contact No.: 95-1-388412,243972
E-mail: dpa.yangon@mea.gov.in

- Tender Document** : Tender document can either be purchased from the Embassy or can be downloaded from
www.embassyofindiayangon.gov.in,
www.iari.res.in or **www.mea.gov.in** or
eprocare.gov.in

2. **Pre-Bid Meeting** : 17.06.2019 at 11.30 a.m.
[Address: First Secretary (Development Cooperation),
Embassy of India
545-547 Merchant Street,
Kyauktada Township, Yangon, Myanmar.]

3. **Last date & time of sale of tender document** : 26.06.2019 upto 1700 hrs

4. **Last date & time of receipt of tender** : 02.07.2019 upto 1100 hrs

The envelope containing tender documents must be clearly be superscribed with the Tender No. and date. Embassy of India shall not be responsible for tenders submitted at any other place. Tenders not received within the due date & time will not be considered under any circumstances or for any reason.

Bidders are advised to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender. Bidders are requested to study the tender documents completely and ensure all documents, forms and annexure to the tender are completely and correctly filled in, signed and stamped where applicable, all necessary literature, brochures and pamphlets have been attached and then to submit their offer. Incomplete tender documents shall be rejected straightway without any reference to the tenderers. Leaving any column not filled in or with cuttings will lead to rejection of the tender

In the event of the date specified for bid receipt being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

5. **Time, date & venue of opening of technical bid** : **11.30 hrs on 02.07.2019** onwards at Embassy of India, Yangon
[Address: First Secretary(Development Cooperation),
Embassy of India
545-547 Merchant Street,
Kyauktada Township, Yangon, Myanmar]

In the event of the date specified for bid opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

6. **Offer Validity** : Nine months / 270 days from scheduled date of opening of tender. In the absence of any indication in the tender documents submitted, of the date up to which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the Schedule to Tender.
7. **Eligibility for Responding** : i) Original vehicle manufacturers or their subsidiaries or authorized dealers/distributors/agents.
 ii) Authorized dealers/distributors/agents should submit a certificate from the original vehicle manufacturer in the format enclosed in Annexure III.
 iii) The tenderer should have latest trade registration certificate and should have experience of supplying vehicles in the last five calendar years.
8. **Opening of Tender** : Tendering firms can authorize a representative to be present at the opening of the tender. **The representative must bring with him a letter of authority from the firm to be present at the opening of tender.**
9. **Delivery requirement** : Delivery of the vehicles must be completed within 90 days from the date of opening of letter of credit (LC)/issue of purchase order (PO).
10. **Terms of Delivery** : DAP (Delivered at Place - As per INCOTERM 2010) i.e. the seller pays all the costs of transportation (export fees, carriage, insurance, and destination port charges) up to and including the delivery of the goods to the final destination at ACARE, Yezin Agricultural University Campus, Nay Pyi Taw, Myanmar.
11. **Inspection after receipt** : Inspection will be done by the designated committee in the presence of firm's representative. The successful tenderer will have to provide and arrange for technically qualified personnel at the consignee's location for joint inspection at their own cost. This/these personnel must be able to unpack, assemble and demonstrate the use of the vehicle.
- In case of receipt of vehicles in damaged condition the suppliers will have to arrange its replacement free of cost. All expenses in this regard will be borne by the supplier.
12. **Packing & Marking** : The packing and preservation of the supplied goods shall be airworthy/seaworthy/roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required.

Each packing case shall have labels as follows:

Tender No. : YAN/P/224/2/11-IV/2018-19/

Dated: 30.05.2019

Consignee : Advanced Center for Agricultural Research and Education (ACARE), Yezin Agricultural University Campus, Nay Pyi Taw, Myanmar.

13. Compliance Statement : The firms must submit compliance statement-cum-technical bid in the format given in Chapter -IV.
14. Guarantee/Warranty : Two years or 1,00,000 kms. (whichever is earlier) comprehensive on-site warranty must be provided by the OEM. Warranty period will start from the date of successful delivery of the vehicles. In case after delivery of the vehicles any part of the vehicle is found defective/damaged, then the suppliers will replace or repair the vehicle under warranty at consignee's location free of cost. In case any of the part of the equipment or the equipment itself is required to be sent back to the manufacturer, a bank guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.
15. Performance Security : Successful bidder will have to submit a performance security of equivalent to 10% of the contract/order value before after issuance of the PO by Embassy of India, Yangon. The Performance Security could be furnished in the form of Demand Draft or Bank Guarantee having validity of 60 days beyond the date of delivery of the vehicles.
16. Liquidated Damages : In case the bidder does not complete the supply within the agreed delivery period as per contract, liquidated damages @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value will be charged. However, the Embassy of India, Yangon reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm or by legal means.
17. Submission of the proposal: The tenderers must submit the offer in **TWO BID SYSTEM** i.e. bidders should give **the technical details/bid as per chapter IV and price bid as per Chapter -V in separate sealed covers.**
- (A) Envelope 1 - Technical bid should contain the following The word "**TECHNICAL BID**" should be written clearly and prominently on this envelope along with tender number, name of goods/equipment quoted for and date of opening.
- i) Tender documents duly completed and signed but WITHOUT INDICATING THE PRICES.
 - ii) The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc. as per Chapter-IV.
 - iii) Details of supplies of similar equipment as per Annexure-I along with copies of supply orders.
 - iv) Authorization letter from the OEM as per Annexure-III.
 - v) Trade registration certificate
 - vi) All documents related with firm registration/partnership deed/articles of memorandum of association

or proprietorship deed, certificate of incorporation should be attached.

- vii) Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder as per Annexure-III.
- viii) Technical bulletin clearly highlighting compliance of the quoted model of the goods/equipment to all the technical specifications called for in the tender document.

(B) Envelope 2 - Financial/Price bid should contain the following
The word "FINANCIAL BID" should be written clearly and prominently on this envelope along with tender number, name of goods/equipment quoted for and date of opening.

- i) Details of rates, taxes, duties, discounts, if any, quoted by the bidder, should be submitted as per Chapter-V.
- ii) Any documents in support of price bid.
- iii) Prices should invariably be quoted on DAP (Delivered at Place - As per INCOTERM 2010) i.e. the seller pays all the costs of transportation (export fees, carriage, insurance, and destination port charges) up to and including the delivery of the goods to the final destination at ACARE, Yezin Agricultural University Campus, Nay Pyi Taw, Myanmar.
- iv) In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The amount will be calculated by multiplying correct price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be treated as bidder's total quoted amount.
- v) The bidder can submit the price in Indian Rupees or US\$. For the purpose of comparison between rates quoted in INR and US\$, exchange rate declared by Reserve Bank of India (RBI) as on the last date of submission of technical/price bids shall be taken.

Full name and status of the person signing the tender documents must be clearly mentioned in the Tenders.

Quotation/Tender unsealed or having overwriting and cutting without proper attestation and signature will not be considered.

Both the sealed envelopes separately containing the technical and commercial bids should be sealed inside a larger envelope. **The envelope containing both envelope 1 & envelope 2 should be clearly and prominently have the tender number, name of goods/equipment quoted for and date of opening.**

The envelope should be addressed to:

**First Secretary (DC),
Embassy of India,
Yangon**

Non-compliance of the aforesaid method of submission of bids shall be treated as non-responsive and the bids shall be subject to outright rejection.

First technical bids shall be opened on the scheduled date of tender opening. Price bids of only those offers which are found to be technically compliant by the designated committee shall be opened with prior intimation to the bidders whose financial bids are supposed to be opened.

The Bid shall be neatly arranged, clear and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

18. Evaluation of the bids : A two stage bid evaluation procedure as detailed below will be adopted:

i) Stage - I

- a) Evaluation of Technical Bids to assess their suitability against the laid down parameters.
- b) Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications. If necessary the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose.
- c) In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and **treated as cancelled**.

ii) Stage - II

- a) The price bids of only those firms who are found compliant to the laid down specifications at stage I shall be opened, evaluated and considered further for financial evaluation.
- b) It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.

19. Mode of Payment : Release of payment to successful bidders towards the procurement of goods/equipment/machinery shall be based on milestones as mentioned below

Payment milestones	% of Total cost of Equipment	Cumulative % of total cost
On finalization of tender, placement of purchase order for vehicles and proof of dispatch of vehicles	50	50

On receipt vehicles at the site and proof of delivery (to be certified by the Resident Advisor, ACARE and/or Director, ACARE).	30	80
Completion of 1 month of successful running of the vehicles	20	100
Total	100	100

For vehicles which are manufactured in or sourced from India, payment shall be made in INR. For goods/equipment/machinery which are manufactured in or sourced from any country outside India, payment shall be directly made to the OEM/ dealer in US\$. If required an irrevocable Letter of Credit (LC) will be opened on 100% DAP (Delivered at Place - As per INCOTERM 2010) value of the vehicles and released shall be made upon the attainment of the aforesaid payment milestones.

In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.

The supplier is required to submit proper tax invoice for seeking the payment.

20. Training : The tenders shall provide training to the user as per the terms and conditions of contract as has been specified in the technical and financial bids free of cost at the time of delivery of the vehicles at the consignees/users location. As specified by the purchaser all expenses in this regard shall be borne by the supplier.
21. Insurance & transportation charges : To be completely borne by the bidder/supplier
22. Corrupt or fraudulent practices : No Bidder shall contact the Purchaser on any matter relating to their bid from the time of the bid opening to the time the contract is awarded.
- Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- It is expected that the bidders who wish to bid for this project have highest standards of ethics.
23. **In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document; interpretation of Embassy of India Yangon for the clauses shall be final and binding on all parties.**
24. **A legal agreement/contract shall be executed with the supplier/bidder by Embassy of India after finalisation of the tender as per the format given at Annexure III.**

Signature of Tenderer with office seal

Chapter II: Conditions of Tender/Contract

1. All annexures, attached with the tender document should be duly filled in and supported with requisite documents for considering any offer as a complete offer.
2. Embassy of India, Yangon, reserves the right to cancel/reject any or all the tenders without assigning any reason.
3. **GUARANTEE/WARRANTY:**
 - a. Except otherwise provided in the invitation to tender the supplier hereby declares that the vehicles under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The supplier hereby guarantees that the said vehicles would continue to confirm to the description and quality aforesaid for a period of **two (02) years or 1,00,000 kms. (whichever is earlier)** from the date of receipt of vehicles in good condition at site by the consignees.
 - b. Guarantee that they will supply the spare parts, if and when required during the entire period of warranty period on the quoted price.
 - c. The supplier should have the facility to provide after sales service of the vehicles in Myanmar.

NOTE : In case of any discrepancy in the period of guarantee/warranty mentioned anywhere else in this tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

5. **Price:** The price shall be quoted on DAP (Delivered at Place – As per INCOTERM 2010), ACARE, Yezin Agricultural University, Nay Pyi Taw, Myanmar and shall be on firm and fixed basis and should be reasonable leaving no scope for any further negotiation on price.
6. **Laws governing the contract:** The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
7. **Jurisdiction of Court:** The court of the New Delhi shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.
9. **Force Majeure Clause:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.
10. **Termination of contracts:** Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.
 - a) The delivery of the vehicle is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.
 - b) The seller is declared bankrupt or becomes insolvent.

- c) The delivery vehicle is delayed due to causes of Force Majeure by more than reasonable time.
- d) In case performance Security is not furnished within the time period specified by the purchaser.

Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased. Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.

- 11. Successful bidder will have to provide the original proforma invoice from the OEM (duly signed in ink), within 15 days of the date of receipt of purchase order, failing which purchase order will automatically stand cancelled without any further communication.
- 12. **Govt. Regulations:** It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Supplies/Contracts shall provide a certificate this effect.
- 13. **Late /Delayed tenders** shall not be considered at all. These will be returned to the firm as it is at their expenses. Post tender revision/correction shall also not be considered.
- 14. **Acceptance or rejection of offer:** Embassy of India, Yangon, reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 15 days from the date of issue.
- 15. **Page Numbering & Signatures:** Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature.

**(Signature of Bidder with
Official seal)**

Chapter III: Schedule of Requirement

A. List of requirement & their delivery schedule

Sl. No.	Description of Goods	Reqd. Qty.	Final (Project Site) Destination	Delivery Period
1.	Vehicles	3	ACARE, Yezin Agriculture University, Nay Pyi Taw, Myanmar	Within 90 days from the date of purchase order or from opening of clear and acceptable Letter of Credit.

B. Technical specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards

Serial No. 1 : Vehicles (3 Nos.)

1. SUV (7 seater) Left hand drive

- a. Drive : 4X4 wheel
- b. Engine capacity : ≥ 3.0 lts.
- c. Ground clearance : ≥ 250 mm
- d. Seating capacity : ≥ 7 in three rows
- e. Fuel type : Diesel
- f. Fuel system : Direct fuel injection with common rail
- g. Fuel tank capacity : ≥ 70 lts.
- h. Transmission type : at least 5 speed automatic
- i. Suspension : Front – coil springs, with a stabilizer bar & Rear - coil springs
- j. Brakes : Front – ventilated disk & Rear – drum
- k. Head lamps : LED, with daytime running light
- l. Should have power steering with tilt and telescopic steering column.
- m. Should have security features like engine immobilizer, security horn, etc.
- n. Air conditioning system must have separate vents in each rows.
- o. The second and third row seats should be 60:40 & 50:50 split type respectively.
- p. Should essentially have ABS & EBD systems.
- q. Must have seven airbags, parking sensors and rear view camera.

2. Pickup (5 seater) Left hand drive

- a. Drive : 4X4 wheel
- b. Engine capacity : ≥ 2.8 lts.
- c. Ground clearance : ≥ 250 mm
- d. Seating capacity : 5 double cab
- e. Fuel type : Diesel
- f. Fuel system : Fuel injection with common rail
- g. Fuel tank capacity : ≥ 70 lts.
- h. Transmission type : at least 6 speed automatic
- i. Suspension : Front – Double wishbone & Rear - leaf spring rigid axle
- j. Brakes : Front – ventilated disk & Rear – drum
- k. Should have power steering (rack & pinion type)

3. **Mini Bus (16 seater) Left hand drive**

- a. Should have super long wheelbase, wide body and high roof
 - b. Engine capacity : ≥ 3.0 lts.
 - c. Ground clearance : ≥ 250 mm
 - d. Seating capacity : ≥ 16 with at least four doors
 - e. Fuel type : Diesel
 - f. Fuel tank capacity : ≥ 70 lts.
 - g. Transmission type : at least 5 speed automatic
 - h. Suspension : Front – double wishbone & Rear - coil springs
 - i. Brakes : Front – ventilated disk & Rear – drum
 - j. Head lamps : halogen
 - k. Should have power steering with tilt steering column.
 - l. Should have security features like engine immobilizer, security horn, etc.
 - m. Air conditioning system must be provided with front and rear cooler.
 - n. Should essentially have ABS, EBD systems and be provided with SRS airbags for the driver and the front passenger.
4. The equipment along with all its accessories must have 2 years or 1,00,000 kms. (whichever is earlier) comprehensive warranty.
 5. The bidder must also quote for any required accessory, spares, etc.
 6. Each bidder must provide detailed printed catalogues highlighting each of the required specifications in the same along with their technical bids failing which they are liable to be technically rejected.
 7. The bidder should also provide details of the after sales service network of vehicles in Myanmar. This is an essential requirement.

Chapter IV: Statement of Technical Bid

(To be sealed in separate Cover)

1. Specification of the vehicle (in detail) to be purchased.

Sl. No.	Details of Technical Specifications of the quoted model of the vehicle	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation statement	Remarks (if any)

N.B.:- All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

2 . Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo. (in case of imported items)

1.

Signature of Tenderer with office seal

Chapter V: Statement of Financial/Price Bid

(To be sealed in separate Cover)

PROFORMA FOR PRICE BID

(Compulsory to be filled up with details by the bidder & sealed in separate cover)

Sl. No	Details of Specifications/ Model of the vehicle	Rate/Unit	Net Price (INR/USD)
1.			
2.			
3.			
4.			
5.			
6.	Optional accessory		
I) Ex-factory price offer			
Packaging & handling charges			
FOB Price			
Insurance & Transportation Costs			
Other costs if any			
Total Cost			

*Components to be supplied locally to be clearly indicated.

Note: Evaluation of bids will be carried out separately for each vehicle. Embassy of India, Yangon, reserves the right to order the individual vehicle to separate suppliers.

Signature of Tenderer with office seal

Annexure I: Performance statement of bidder for last 5 financial years

Sl. No.	Name of the items	Name of the office by whom order was placed	Order No. & date (Please enclose copy of supply orders)	Value of supply order	Delivered in time or not	If not please specify the reason	Attached satisfactory working report from each office (Yes/No)

Signature of Tenderer with office seal

Annexure II: Checklist for Bidders

Before submission of tender documents, Tenderers should check they have complied with the following requirements: -

Sl. No.	Requirements to be checked before submission of the tender	Compiled (Yes/No)	If complied to page number in which the relevant document proving the compliance is enclosed
1.	Copy of trade registration certificate		
2.	Complete tender documents have been enclosed, after signature & stamping on ALL pages.		
3.	Proposal has been submitted in two bid system - Technical Bid & separate price Bid as per tender enquiry.		
4.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.		
5.	Delivery Terms & Period as per tender have been accepted and mentioned in tender.		
6.	Payment Terms as per tender have been accepted and mentioned in tender.		
7.	Compliance statement as per chapter-IV has been enclosed along with supporting technical documents /proof for each point/parameter clearly showing it is complied with or not.		
8.	Performance statement for 5 years as required in tender, in the laid down format as per annexure-I, has been enclosed. If not, reasons be specifically given in writing.		
9.	Warranty terms as per tender accepted.		
10.	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.		
11.	Status of tenderer has been clearly written in tender - manufacturer or manufactures authorized agent. If authorized agent, valid latest agreement authority letter/agreement for the stores quoted from the manufacturer has been enclosed.		
12.	Free Training on use of vehicle after supply, as specified tender, has been accepted in writing.		
13.	Technical and financial bid along with necessary documents have been sealed in separate envelops and both envelops again sealed in a big envelops with prescribed writing on envelops.		
14.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.		

Signature of Tenderer with office seal

3.1 PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

Bank Guarantee No. _____

Dated: _____ (DD/MM/YYYY)

To,

First Secretary (DC),
Embassy of India, Yangon.

Dear Sir,

In consideration of the Embassy of India, Yangon, (hereinafter called "EOI") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as the "Bank") hereby undertake to pay EOI an amount not exceeding Rs. _____ (Rupees _____ only) on first written demand by EOI.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from EOI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said Bank, further undertake to pay to EOI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the EOI under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of EOI, on behalf of First Secretary, EOI, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We _____ (indicate the name of the Bank) further agree with EOI that it shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by EOI against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall

not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the EOI or any indulgence by EOI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the EOI in writing.
8. This Guarantee shall be valid up to _____ (60 days beyond the date of completion of the delivery of the vehicles) unless extended on demand by the EOI. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____ (month & year)

For _____

Granted by the Bank

Yours faithfully

3.2 CASE SPECIFIC CERTIFICATE OF AUTHORIZATION FROM ORIGINAL EQUIPMENT/GOODS MANUFACTURER

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include a signed copy of the same in its **technical bid**]*

Dated : *[insert date (as day, month and year) of Bid Submission]*

To,

First Secretary (DC),
Embassy of India, Yangon

Subject : Authorisation towards tender no. _____ for supply, installation, commissioning and on-site support for _____ *[name of the equipment/goods]* at ACARE, Yezin University, Yezin, Myanmar.

Dear Sir,

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We also understand that the supply, installation, commissioning and warranty services for the aforesaid vehicle manufactured by us are required in Myanmar. We intend to get the supply cleared, transported, installed through *[insert complete name, address, email and contact details including the contact person]*. We also extend our guarantee and warranty (on site) for a period of three years from the date of supply of the vehicle supplied by us through *[insert complete name, address, email and contact details including the contact person]*.

We also undertake that in case of malfunction/breakdown of the vehicle supplied by us we would attend to it within 3 (three) working days and make it functional 10 (ten) working days from the date of lodging the complaint with the aforesaid contact person through email. If for any reason, the same is delayed beyond 10 (ten) working days, the guarantee/ warranty shall automatically get extended by double the period of delay in each case.

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Mobile No.

Email

NOTE

EMAIL ID & MOBILE NUMBER OF THE SIGNATORY IS A MANDATORY REQUIREMENT TO ASCERTAIN THE AUTHENTICITY OF THE CERTIFICATE IF SO REQUIRED. ANY BID CONTAINING THIS CERTIFICATE WITHOUT THE MENTION OF A VALID EMAIL ID & MOBILE NUMBER SHALL BE SUMMARARILY TREATED AS NON-RESPONSIVE

3.3 Bidder's Undertaking

To,
First Secretary (DC),
Embassy of India, Yangon

Tender No. : _____
Due Date : _____

Having examined the Bidding Documents including Addenda Nos., if any issued _____, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver _____ (Description of goods/equipment/machinery) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery and Installation schedule specified in the aforesaid bid document.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree to abide by this bid for a period of 9 months / 270 (two hundred and seventy) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

We accept all your terms and conditions stipulated in this bid document without deviations, both technical & techno-commercial.

Dated this _____ (Date) Day of _____ (month) 2018

(Signature)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____ Signed

3.4 Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made in the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called "the Purchaser"), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement

Instruction to bidders - Annexure 1

Conditions of Tender/Contract - Annexure 2

Technical Requirements (including schedule of requirements and technical specifications) - Annexure 3

The Supplier's bid and original price schedules - Annexure 4

The Purchaser's Notification of Award (PO) - Annexure 5

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [*insert the name of the Contract governing law country*] on the day, month and year indicated above.

For and on behalf of the Purchaser

For and on behalf of the Supplier

First Secretary (DC),
Embassy of India, Yangon

In presence of

In presence of

1. _____

1. _____

2. _____

2. _____