



**भारत का उच्चायोग, कम्पाला
High Commission of India
Kampala**

Tender Document

for

**SUPPLY OF UTILITY VEHICLES TO
GOVERNMENT OF UGANDA**

- **Tender No.: KAM/Edn./551/02/2018**
- **Tender Published: 30.01.2019**
- **Last Date for submission of bids: 19th February, 2019, 1700 hrs.**
- **The Tender document is available for downloading at www.hci.gov.in/kampala**

**High Commission of India
Plot No. 11, Kyadondo Road
Nakasero, Kampala - Uganda**

**High Commission of India
Kampala**

NOTICE INVITING TENDER

High Commission of India, Kampala, invites quotations on two bid system from the eligible and qualified bidders for **supply of following Utility Vehicles** to the Government of Uganda on CIF basis, as per the specification given in this tender.

- (i) 4x4 Logistics Vehicle [5 Units]
- (ii) 5KL Insulated Drinking Water Tanker [10 Units]
- (iii) Light Recovery Vehicles [10 Units]
- (iv) Refrigerated Lorries [04 Units]
- (v) Ambulances: 4x2 [10 Units]
- (vi) Buses: 4x2 [05 Buses]

Tender document can be obtained from the High Commission of India, Plot 11, Kyadonro Road, Nakasero, Kampala from 30.01.2019 to 19.02.2019 between 1100 hrs. to 1500 hrs. The same may also be downloaded from www.hci.gov.in/kampala.

Head of Chancery
High Commission of India
11 Kyadondo Road
Nakasero, Kampala –Uganda
Tel: +256-41-4344631

TABLE OF CONTENTS

S. No.	Particulars	Page No.
	Tender Notice	
	SECTION I: INVITATION FOR BIDS [IFB]	
1.	General	
2.	Contact Information	
3.	Two Bid System	
4.	Important Dates	
5.	Opening of Price Bid	
	SECTION II: INSTRUCTION TO BIDDERS [ITB]	
1.	General Definitions	
2.	Location for Supply, Installation & Warranty Services	
3.	Order Placement & Release of Payment	
4.	Eligibility Criteria	
5.	Cost of Bidding	
6.	Cost and Availability of Tender Documents	
7.	Amendment of bid documents	
8.	Preparation and Submission of Bids.	
9.	Bid Security / EMD	
10.	Validity of bids	
11.	Deadline for Submission of bids	
12.	Late Bids	
13.	Opening of Bids	
14.	Preliminary Evaluation of Bids	
15.	Evaluation and Comparison of Substantively Responsive bids.	
16.	Award of contract	
17.	Performance Bank Guarantee [PBG]	
18.	Purchasers Right to amend the Scope of work	
19.	Corrupt or Fraudulent Practices	
20.	Interpretation of the clauses in the Tender Document / Contract Document	
	SECTION III: GENERAL CONDITIONS OF CONTRACTS [GCC]	
1.	Scope of work	
2.	Price	
3.	Chartered Engineer Certificate	
4.	Completeness Responsibility	
5.	Warranty	
6.	Payments	
7.	Delivery Timelines	
8.	Penalty for delayed services	
9.	Jurisdiction	
10.	Force Majeure	
11.	Termination and Suspension	
12.	Arbitration	

	SECTION IV: SCHEDULE OF REQUIREMENT [SOR]	
1.	Schedule of Requirement	
	SECTION V: COMMERCIAL	
1.	Price Schedule	
	SECTION VI:	
1.	Technical Specifications	
	ANNEXURES	
1.	Annexure I [Bid Form]	
2.	Annexure II [Proforma of Bank Guarantee for Bid Security]	
3.	Annexure III [Proforma for Performance Bank Guarantee]	
4.	Annexure IV [Proforma for Declaration Letter]	
5.	Annexure V [Manufacturer Authorisation Format]	

SECTION I
INVITATION FOR BIDS [IFB]

1. High Commission of India, Kampala invites open bids on single stage two-bid system for the supply of the following type of **Utility Vehicles**:

- a) 05 units of **4x4 logistics vehicles**
- b) 10 units of **5KL insulated Drinking Water Tanker.0**
- c) 10 units of **Light Recovery Vehicles**
- d) 4 Units of **Refrigerated Lorries.**
- e) 10 Units of **Ambulances (4x2)**
- f) 5 Units of **buses (4x2).**

2. 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

3. Two Bid System – The two bid system will be followed for this tender. In this system bidder must submit offer in two separate sealed envelopes as explained below:

3.1 Envelope No. 1: “Technical Bid” shall contain:

- 3.1.1 Bid form as per Annexure I.
- 3.1.2 **Tender Fee:** No Tender Fee as it is an open tender hence can be downloaded from website.
- 3.1.3 **Estimated Cost Put To Tender [ECPT]:** The ECPT of the above proposal is **US\$ 19,20,000/-**.
- 3.1.3(a) **Earnest Money [EMD] of US\$ 38,000/-** in the form of Demand Draft drawn on Bank of Baroda (U) Ltd., Payable at Kampala or Bank Guarantee [BG] as per the prescribed format [Annexure –III], as mentioned at Clause 9 of Section II.
- 3.1.4 Duly filled Technical Bid along with compliance chart given at Annexure II, with proper seal and signature of authorised person on each page of the bid submitted.
- 3.1.5 The person signing the bid should be the duly authorised representative of the firm / company, for which a certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm / company should be annexed to the bid.
- 3.1.6. Self-Attested copy of VAT / GST, Service Tax Number / Registration certificate as applicable.

- 3.1.7 Audited balance sheet for the last 3 financial years justifying that bidder has minimum average annual turnover as defined in eligibility conditions defined under Clause 4, Section II of the tender document.
- 3.1.8 A copy of Certificate of Incorporation, Partnership Deed / Memorandum of Articles of Association, as applicable.
- 3.1.9 The bidder must submit signed Price Schedule leaving the price column blank as per the format given Section V of this tender document.
- 3.1.10 The bidder must submit detailed technical specifications, make and model, part number and compliance to the Schedule of Requirement [Section IV] for which bid is submitted.
- 3.1.11 **Authorised Indian companies / distributors / dealers in Uganda** are allowed to bid for the items as mentioned in the tender document. The specific authorisation letters from Principal [s] clearly indicating that the bidder is competent to sell and provide services for all the above utility vehicles mentioned in the scope of supply given in this tender document.
- 3.1.12 The installation and warranty services are required in Uganda on site. The bidder must provide the plan / arrangement for installation and warranty services to be provided at site. The bidders should have either have their own branch office / service centre or should provide service through local dealer / service provider in Uganda.
- 3.1.13 The copies of relevant document like work orders / purchase orders / completion certificate, etc. in support of required experience defined under Eligibility conditions.
- 3.1.14 The bidder must sign each page of this bid document, and submit the complete document without detaching any page with their offer. All pages of bid document should be numbered and indexed. The bidder must also attach a certificate conveying acceptance of all the terms and conditions of the bid document.
- 3.1.15 Bidder must provide an undertaking as per **Annexure V**
- 3.1.16 Other related document as mentioned in the tender document but not listed here.

3.2 Envelope 2: “Commercial Bid” shall contain:

Price schedule complete in all respects with proper seal and signature of authorized person.

- 3.3 Both the Technical bid and Commercial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 – Technical Bid” and Envelope no. 2 – Commercial Bid. Both sealed envelopes should be placed in third larger envelope clearly mentioning “Technical Bid and Commercial Bid for Tender for supply of Utility Vehicles on CIF Kampala basis” and addressed to:

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

Please write **tender number** on each envelope and seal all the envelopes.

4. Important dates.

4.1 Last date for download of tender document is 19.02.2019 upto 1700 hrs.

4.2 The pre bid meeting shall be held on 15.02.2019 at
High Commission of India
Post Box No.7040
Plot No. 11, Kyadondo Road,
Nakasero, Kampala, Uganda

All the prospective bidders / authorised representative of the bidders who have purchased / downloaded the tender document may attend the pre-bid conference to get their queries and clarification replied, if any. The bidder should depute senior level representative[s] who should be well conversant with the subject and bid requirements. Due to security reasons, Bidders, willing to attend the pre-bid conference, are requested to convey their contact details to High Commission of India latest by 1700 hrs. On 14.02.2019 [**one day before meeting**] so that necessary arrangements could be made. Details are to be conveyed through email to hoc.kampala@mea.gov.in. The queries, if any, will have to be submitted in writing on / before the date of Pre-bid meeting and the answers to the queries will be made available on website. **No queries shall be entertained after the pre-bid meeting.**

4.3 Last date for submission of bids – 19.02.2019 upto 1700 hrs.

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

The bids are to be submitted in two bid system, as details in the tender document at the above mentioned address. Bids submitted at any other place shall not be entertained by the High Commission of India.

4.4 Technical bid will be opened on 25.02.2019 at 1500 hrs.

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

The bidder's authorised representative [max two] can attend the bid openings.

5. Opening of Price Bids

Price bids of the substantially responsive bidders will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the time place and date to be informed later.

END OF SECTION I

SECTION II
INSTRUCTIONS TO BIDDERS [ITB]

1. General definitions:

- 1.1 **“Agreement”** means the document signed between the High Commission of India and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.
- 1.2 **“Bid”** means the proposals submitted by the Bidder[s] in response to this tender in accordance with the provisions thereof including the Technical Bid / proposal and Financial Bid/proposal along with all other documents forming part and in support thereof.
- 1.3. **“Bidder”** means a company / firm incorporated in India, who has submitted the bid for as per the terms, conditions, and technical specifications of the tender document.
- 1.4 **“Bid Security” or “EMD”** shall have the meaning prescribed to it in ‘Instructions to Bidders’.
- 1.5 **“Bid Process”** means the process of selection of the successful bidder through competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the tender.
- 1.6 **“Consignee”** means the person / office to whom the services / equipment are required to be delivered as per the “Letter of Acceptance / Purchase Order”.
- 1.7. **“Effective Date”** of the agreement / purchase order shall mean the date on which the “Letter of Acceptance” [LOA] shall be dispatched or e-mailed by the Purchaser.
- 1.8. **“Letter of Acceptance”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
- 1.9. **“Nationalized/Scheduled Bank”** means Indian nationalized / scheduled bank.
- 1.10 **“Purchaser”** means **High Commission of India or its authorized representatives.**
- 1.11. **“Purchase Order”** means High Commission of India, Kampala or its authorized representative.
- 1.12 **“Period”** shall mean the entire term of agreement.
- 1.13. **“Dollars”** means American Dollars.
- 1.14. **“Services”** means services ancillary to the supply of Utility Vehicles i.e. such as transportation and insurance, and any other incidental services.
- 1.15. **“Tender” and / or “Tender Document”** means this tender document comprises of the sections namely Disclaimer, Notice Inviting Tender [NIT], Definitions and Abbreviations, Instructions to Bidder [ITB], General Conditions of Contract [GCC], Schedule of Requirements [SOR], Technical Specifications, [TS], Price Schedule [PS], and Bid Forms, Annexures and other formats and any applicable schedules thereto added/modified before the freezing of the tender.
- 1.16. The terms **“Successful Bidder, “Acceptable L1 Bidder”** and / or **“Vendor”** shall mean the Bidder who qualifies the Technical bid/proposal stage and the Financial bid/Proposal stage of this **tender** and to whom a Letter of Acceptance is consequently issued by the **purchaser.**
- 1.17 **“Works”** means all works specified or set forth and required in and by the said ‘Technical Specifications’, General Conditions of the Contract’ and ‘Schedule of Requirements’, ‘Bid

Forms, Annexures and other Formats' hereto annexed to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings [being in conformity with the said original Specification [s], Drawing [s] and 'Schedule of Requirements] and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Purchaser.

2. Locations for the Supply, Installation and Services:

The Utility Vehicles have to be delivered at **Kampala: Consignee will be: Permanent Secretary, Ministry of Foreign Affairs, P.O. Box 7048, Kampala - Uganda** and also to ensure installation and satisfactory commissioning and relevant training of the supplied vehicles at specified locations at Uganda.

3. Order Placements and Release of Payment:-

The Purchase Order and payment shall be processed by:

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

4. Eligibility Criteria:

- 4.1 Bidder must be a company/firm incorporated in Uganda.
- 4.2 The bidder should have minimum average annual turnover of Rs. 10 crore during the last three financial years.
- 4.3 Compliance of the specifications is must, failing which the bid shall be rejected. Bidder to enclose the compliance from OEM.
- 4.4 The bidder must be successfully successfully executed at least
 - [1] purchase orders / contacts / agreements of worth **US\$ 15,36,000/-** or
 - [2] purchase orders / contracts / agreements of worth **US\$ 9,60,000/-** each or
 - [3] purchase orders / contracts / agreements of **US\$ 7,68,000/-** each similar work during last 7 years with Government Institutions.
- 4.5 The bidder must provide the arrangements for installation and warranty services to be provided at site. The bidders should have their own branch office / service centre at Uganda. However, if the bidder plans to provide service through local dealer / service provider at Uganda, an undertaking to this effect should be submitted along with technical bid. The details viz. name, address, contact person, telephone / email etc. should be provided of this local dealer / service provider, before the placement of purchase order.
- 4.6 Only original manufacturer / authorised distributor / reseller / partner are allowed to bid for the items as mentioned in the tender document.
- 4.7 Bidders should not be under a declaration of ineligibility for **corrupt and fraudulent** practices.

- 4.8 Bidders should be registered with Tax Department of Government of Uganda and should hold a valid VAT registration certificate, as applicable

5. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. Cost and Availability of Tender Document:

- 6.1 The tender document is a 'Free Tender' and can be downloaded from the website: www.hci.gov.in/kampala.

7. Amendment of Bid Documents:

- 7.1 At any time prior to the deadline for submission of bids, High Commission of India, Kampala, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- 7.2 All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments / modifications will be binding on them. All amendments will also be up loaded at MEA website in CPP portal. No individual notification will be issued to the prospective bidders before submission of the bids if they have not purchased the tender document.
- 7.3 High Commission of India, Kampala at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

8. Preparation and Submission of Bids:

- 8.1 Bidder should submit offer in two separate sealed envelopes as explained in Clause 3 of Section I.
- 8.2 Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case, however, any corrections, alterations, changes, erasures, amendments, and / or additions have to be made in the bids, they should be supported by dated signatures of the same authorised person signing the bid documents.
- 8.3 All the pages of the Bid must be serially numbered, indexed, signed by the authorised person, properly kept in a file.
- 8.4 There shall not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.
- 8.5 The bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the tender document

or submission of the bids not substantively responsive to the tender document in every respect will be at bidder's risk and may result in rejection of the bid.

- 8.6 The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document / literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss / likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.

9. Bid Security / Earnest Money Deposit [EMD]:

- 9.1 Earnest Money Deposits [EMD] for the tender is **US\$ 38,000/-**
- 9.2 The EMD must be in the form of a Demand Draft [DD], drawn on any nationalised/scheduled bank, in favour of High Commission of India, payable at Kampala. **Or in the form of a Bank Guarantee [BG]** as per the format provided at Annexure III and should be valid up to 45 days beyond the validity of the bid i.e. 25 days from the last date of bid submission.
- 9.3 EMD should be submitted in the envelope containing technical bid. Bid submitted without EMD will stand rejected. No interest shall be payable on EMD.
- 9.4 The EMD of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity period and / or within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.
- 9.5 The EMD shall be forfeited:
- 9.5.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
- 9.5.2 In case a successful bidder, fails to furnish the Performance Bank Guarantee in due time. [Refer to Clause 17 of Section II]
- 9.5.3 If the bidder fails to furnish the acceptance in writing in due time [Ref to Clause 17 of Section II]
- 9.6 EMD will be returned /discharged to the successful bidder on submission of Performance Bank Guarantee [Refer to Clause 17 of Section II]. However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.

10. Period of validity of bids:

- 10.1 Bids shall be valid for a minimum 180 days from the date of opening of bids. A bid valid for a shorter period shall stand rejected.
- 10.2 In exceptional circumstances, High Commission of India, Kampala may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 9 shall

also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bids.

11. Deadline for Submission of Bids:

- 11.1 Bids must be received by High Commission of India, Kampala before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared a holiday for High Commission, the bid closing deadline will stand extended to the next working day up to the same time
- 11.2 High Commission of India, Kampala may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

12. Late Bids:

Any bid inadvertently received by High Commission after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

13. Opening of Bids:

- 13.1 The purchaser shall open first and Technical and unpriced Commercial bids in the presence of bidders or their authorized representatives who chose to attend, at due date and time. The bidder's representatives, who are at present, shall sign in any attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- 13.2 A maximum of two representatives of any bidder shall be authorised and permitted to attend the bid opening.
- 13.3 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remain unaltered.
- 13.4 Technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing [technical evaluation].
- 13.5 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the price bid.
- 13.6 High Commission of India will open the price bids of only the technically short listed bids, in the presence of the bidder or their authorised representative who choose to attend the bid opening, at the time and date to be informed later.
- 13.7 The bidder's authorised representative who attends the bid opening shall sign in attendance register as proof of having attended the bid opening.
- 13.8 The bidder's name, bid prices, discounts and such other details considered as appropriate by High Commission of India, will be announced at the time of opening of the price bids.

14. Preliminary Evaluation of Bids:

- 14.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 14.2. Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 14.3 Prior to the detailed evaluation pursuant to clause 15 below, the Purchaser will determine the substantive responsiveness of each bid to the tender Document. For purposes of these clauses, a substantively responsive bid is one which conforms to all the terms and conditions of the tender documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 14.4 A bid, determined as substantively non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 14.5 The purchase may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

15. Evaluation and Comparison of Substantively Responsive Bids:

- 15.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantively responsive pursuant to clause 14 above.
- 15.2 During the technical evaluation, purchaser at its discretion may call upon the bidder to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from Purchaser.
- 15.3 The evaluation of the techno-commercially responsive bids shall be carried out on the basis of the price offered by the bidder under Column Y of the Price Schedule in Section V of the Bid Document. **The contract shall be awarded to the lowest bidder [L1] as per the price schedule [Section V] of the bid document.**

16. Award of Contract:

- 16.1 High Commission of India shall award the contract to the eligible bidder/s whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on Total Price given in Price Schedule in Section V of the Bid Document.
- 16.2 The Purchaser will notify the successful Bidder in writing that his Bid has been accepted. This letter [hereinafter and in the General Conditions of Contract called '**Letter of Acceptance**'] shall have in detail the sum which the Purchaser will pay to the Contractor.
- 16.3 If more than one bidder happens to quote the same lowest price, High Commission of India reserves the right to split the order and award the contract to more than one bidder.

- 16.4 Upon receipt of the '**Letter of Acceptance**', the successful Bidder shall return it duly signed and stamped by his authorised signatory within 10 working days from the date of receipt of the Letter of Acceptance.
- 16.5 Upon return of '**Letter of Acceptance**' from the successful Bidder, "Contract in accordance to the terms and conditions of this tender Document, shall have to be signed by both the parties. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed. The Purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder or purchase order will be issued.

17. Performance Bank Guarantee [PBG]:

- 17.1 The successful Bidder shall furnish to the Purchaser a Performance bank guarantee for an amount equivalent to 10% of the total Contract value within 10 working days of dispatch of the '**Letter of Acceptance**' from the Purchaser.
- 17.2 The successful bidder must submit a Performance Bank Guarantee of 10% of the order value on award of contract / order by High Commission of India as per the format provided at Annexure –IV.
- 17.3 The Performance Security will be discharged by the Purchaser after completion of the Supplier's performance obligations including warranty obligations under the Contract.
- 17.4 Validity of PBG would be initially for 18 months from the issue of Bank Guarantee and may be extendable further whenever asked by HighCommission of India.

18. Purchaser's Right to amend the Scope of Work:

If, for any unforeseen reasons, High Commission of India is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

19. Corrupt or Fraudulent Practices:

- 19.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- 19.2 High Commission of India will reject bid if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 19.3 High Commission of India may declare a vendor ineligible, either indefinitely or for a standard duration, to be awarded or contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

20. Interpretation of Clauses in the Tender Document / Contract Document:

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, High Commission of India's interpretation of the clauses shall be final and binding on all parties.

END OF SECTION II

SECTION III
GENERAL CONDITIONS OF CONTRACT [GCC]

1 Scope of Work:

- 1.1 Supply, installation, testing, commissioning & maintenance of Utility Vehicles in Uganda.
- 1.2 The host government would be providing the following at their cost:
 - 1.1.1 Security of the premises.
 - 1.2.2 Exoneration from customs and other applicable taxes insofar import of equipment from India or third country is concerned in connection with supply of Utility Vehicles.
 - 1.2.3 Exemption from paying taxes etc. for Indian personnel deputed in connection with supply of Utility Vehicles.
- 1.3 The scope of work as envisaged in this tender is supply of Utility Vehicles, as per SORI including their installation and commissioning.
- 1.4 On-site Comprehensive Warranty and Maintenance for one year from the date of installation.

2 Prices:

- 2.1 The price quoted shall be considered final and no price escalation will be permitted.
- 2.2 Bidders must quote the price in the format given in Price Schedule at Section —V of this document.
- 2.3 All items are to be quoted only in US\$ [US Dollars]. Supply will be made from India by Sea/Air.
- 2.4 The prices quoted should be inclusive of freight, insurance & packing. The packing shall be transport worthy conforming to the international standard so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site. The goods are to be transported by sea surface route from India and price bid should be prepared accordingly.
- 2.5 The prices quoted should be inclusive of freight and insurance till destination i.e. CIF Kampala basis. The items will be exempted from payment of customs duty by Govt. of Uganda. Necessary Custom Duty Exemption Certificate shall be arranged High Commission of India / Government of Uganda as & when required.
- 2.6 The consignment will be cleared by Govt. of Uganda. However, the bidder should insure the consignment till actual delivery to the end user.
- 2.7 The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned.

3. Chartered Engineer Certificate:

- 3.1 The successful bidder will appoint internationally certified Registered Chartered Engineer or agency viz. TUV, SGS, Lloyds etc. The successful bidder will be required to furnish the certificate from the Registered Chartered Engineer or agency certifying that the items supplied and their specifications are in compliance with the requirements of tender document issued by purchase. Cost incurred for hiring of Chartered Engineer or agency will be borne by supplier.

4. Completeness Responsibility:-

- 4.1 Notwithstanding the scope of work, supply and services stated in the tender document; any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the supplier and which are not expressly excluded there from but which are necessary for the satisfactory completion of supplies in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respects.
- 4.2 The project is for Supply of Utility Vehicles to Kampala – Uganda on CIF basis. It shall be responsibility of the supplier(s) to ensure smooth integration of the Utility Vehicles. This should be done in close coordination with the supplier.

5. Warranty:

- 5.1 The successful bidder is required to provide free service at site, including repairing/rectification/replacement/configuration required, if any, during warranty period of one year from the date of supply of Utility Vehicles. The bidder should submit along with the technical bid, the detailed plan for providing warranty services at site.
- 5.2 Repairing/rectification/replacement/configuration shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 10 days.
- 5.3 The above provisions shall also equally apply to the material replaced by the Supplier under this Clause, in case the same is again found to be defective after its replacement.
Liability of the PBG would be 60 days beyond the date of completion of the Defect Liability Period / Warranty Period of 01 year.
- 5.4 If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser / consignee, it shall be liable to suitable action as deemed fit during the operative Warranty period.

6. Payments:

- 6.1 **1st Payment milestone:** 70% of the contract value on dispatch of Utility Vehicles within 4 months from the date signing of the agreement between High Commission of India and successful bidder/date of issue of purchase order, subsequent to issue of Final Dispatch Clearance Certificate (FDCC) by High Commission of India as defined under Clause 7.1 of

the agreement. The bidder would have to submit dispatch documents in support of the claim.

- 6.2 **2nd Payment milestone:** 30% of the contract value against production of successful installation and commissioning of supplied Field Ambulances within 7 months from the date of signing of the agreement/date of issue of purchase order. The certificate is to be obtained from High Commission of India, Kampala,

7. Delivery Timelines

- 7.1 The successful bidder(s) shall be required to furnish the following documents:

- (i) Readiness of the consignment for dispatch
- (ii) Chartered Engineer's Certificate
- (iii) Packing List (Bill of Material)
- (iv) Insurance Policy
- (v) Invoice & other relevant document(s), if any.

Final Dispatch Clearance Certificate (FDCC) shall be issued by High Commission of India on receipt of above mentioned documents from successful bidder. Actual shipment should be done only after issue of FDCC.

- 7.2 The required supply has to be shipped/dispatched within **4 months from the date signing of the agreement** between High Commission of India and successful bidder or from the date of issue of purchase order. The time is the essence of this contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as these are tightly linked to the host country to completing the project within the available time frame.
- 7.3 The selected bidder, who would be awarded the contract, would trail, run and commission the supplied Utility Vehicles in all respect and in coordination with local authorities designated by Government of Uganda and High Commission of India, Kampala, within 6 months from the date of signing of the agreement / date of Purchase order.

8. Penalty for delayed Services

- 8.1 Purchaser reserves the right to levy penalty @ 0.5% of Contract value per week of delay beyond the scheduled date of supply or services, subject to maximum penalty of 10% of the order value.
- 8.2 High Commission of India, Kampala reserves the right to cancel the order in case the delay is more than 10 weeks.
- 8.3 The penalties, if any, shall be recovered from the bills of the supplier. Performance Bank Guarantee shall also be invoked, if required.

9. Jurisdiction

The disputes, legal matters, court matters, if any shall be subject to Government of Uganda jurisdiction only.

10. 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, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

11. Termination and Suspension :

11.1 Termination:

If the bidder:

- 11.1.1 shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- 11.1.2 has insolvency, receivership, reorganization or bankruptcy proceedings brought against him and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 30 (thirty) days of such commencement;
- 11.1.3 has abandoned the Contract;
- 11.1.4 despite previous warnings in writing from the High Commission of India, has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
- 11.1.5 offers or gives or agrees to give to any person in the High Commission of India's service or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or for having done or forborne to do any act in relation to obtaining or execution of this or any other Contract for the High Commission of India;
- 11.1.6 shall enter into a contract with the High Commission of India's employee in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed, in writing, to the High Commission of India;
- 11.1.7 has failed to deliver the said Works of any or all jobs as per the Scope within the Completion Schedule; then the High Commission of India may, by notice to the bidder and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the bidder from any of his obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on the High Commission of India. Upon such termination the High Commission of India may itself complete the Service or may employ any other bidder to complete the job at the risk and cost of the bidder.

11.2 Opportunity to remedy:

The High Commission of India's right to terminate the Contract following the occurrence of the events or circumstances, as described above, shall be subject to the High Commission of India having first given the bidder 30 (thirty) days prior notice of its intention to terminate the Contract, during which period the bidder shall have failed to remedy or to take all reasonable steps to commence the remedy of the default.

11.3 Payment after Termination due to bidder's Default:

11.3.1 The High Commission of India shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the High Commission of India in completing the Services, and thereby the Facility, have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the bidder as at the date of termination exceeds the total amount which would have been payable to the bidder for the execution of the complete services, the bidder shall upon demand, pay to the High Commission of India the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the High Commission of India and shall be recoverable accordingly.

11.3.2 If there is no such excess the bidder shall be paid the value of the Services executed after adjusting the total of all payments received by the bidder as on the date of termination.

11.4 Termination without bidder's Default:

High Commission of India reserves the right to terminate the Contract at any time, without assigning any reason, by giving a notice of 1 (one) month. The bidder shall stop the performance of the Contract from the date of termination and shall hand over all the drawings, documents and goods manufactured till date, including related rights, sanctions and approvals, to High Commission of India. High Commission of India shall pay to the bidder the cost incurred by the bidder till the date of termination, duly supported with documents, as compensation after adjusting payments already made till the termination. No consequential damages shall be payable by the High Commission of India to the bidder in the event of such termination.

11.5 Suspension:

11.5.1 The High Commission of India may suspend the work in whole or in part at any time by giving bidder notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the bidder shall stop all such work, which the High Commission of India has directed to be suspended with immediate effect. The bidder shall continue to perform other work in terms of the Contract, which the High Commission of India has not suspended. The bidder shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

11.5.2 During suspension, the bidder shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension.

11.6 Rights of High Commission of India after Termination:

11.6.1 The High Commission of India shall, on such termination of the Contract, have powers to :

11.6.1.1 take possession of the Site and any material, Drawings, schemes, implements, stores etc. thereon; and / or

11.6.1.2 carry out the incomplete Work by any means at the risk and cost of the bidder

11.6.1.3 Any excess expenditure incurred or to be incurred by the High Commission of India in completing the Work or part of the Work or the loss or damages suffered by the High Commission of India as aforesaid after allowing necessary credits, shall be recovered from any money due to the bidder on any account and if such money is not sufficient, the bidder shall be called upon in writing to pay the same within 30 days.

11.6.1.4 The High Commission of India shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the High Commission of India in completing the Works have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the bidder as at the date of termination exceeds the total amount, which would have been payable to the bidder for the execution of the Works, the bidder shall upon demand, pay to the High Commission of India the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the High Commission of India and shall be recoverable accordingly. If there is no such excess the bidder shall be entitled to be paid the difference (if any) between the value of the Works ascertained and the total of all payments received by the bidder as on the date of termination.

12. Arbitration:

12.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to the matter the decision to which is specifically provided under this agreement, the same shall be referred by either party (High Commission of India or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding on both the parties to the agreement.

12.2 The arbitrator may from time to time with the consent of both the parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act 1996, and the rules made there under any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc.,

shall be referred by either party (High Commission of India or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement.

END OF SECTION III

SECTION IV

Schedule of Requirements [SoR]

Supply, Testing & maintenance of Utility Vehicles for Uganda.

Sl. No.	Item Description	Specification	Unit	Quantity
1.	4 x 4 Logistics Vehicles	As per Tender	Units	05
2.	5 KL Insulated Drinking Water Tanker		Units	10
3.	Light Recovery Vehicles		Units	10
4.	Refrigerated Lorries		Units	04
5.	Ambulances: 4 x 2		Units	10
6.	Buses: 4 x 2		Units	05

SECTION V**COMMERCIAL PRICE SCHEDULE****Supply, Testing & maintenance of Utility Vehicles for Uganda.**

S. No	Item Description	Specification	Unit	Qty	CIF Rate per unit (USD) all taxes)		Total Amount USD
					Figures	Words	
				A	(B)		
		As per Tender	units				
Total Composite Price in figures							

Total Composite Price (In words)

Note: Except customs and other applicable taxes in so far import of equipment from India or third country is concerned in connection with supply of Utility Vehicles to Uganda.

SECTION-VI**TECHNICAL SPECIFICATIONS****Vehicle No. 1****Vehicle description/name/model: 4x4 Logistics Truck**

S No.	Parameter	Specifications
1	Length	6950 – 7395 mm or equivalent
2	Width	2430 – 2500 mm or equivalent
3	Height	2850 – 3000 mm or equivalent
4	Wheel base	4225 – 4500 mm or equivalent
5	Ground Clearance	285 – 305 mm or equivalent
6	Fuel tank capacity	225 – 320 lts. or equivalent
7	Curb weight	10350 – 12200 kgs. Or equivalent
8	Maximum turning radius	7.5 – 9.3 m or equivalent
9	Engine	
10	Engine capacity	5883
11	Engine power	113Kw @ 2500rpm – 135 kw @ 2400 rpm or equivalent
12	Engine torque	590Nm @ 1500rpm
13	Suspension	Semi-elliptic Multi leaf
14	Battery	180AH 24 V
15	Alternator	55A
16	Starter	
17	Brakes	Full Air
18	Air conditioner	Not necessary
19	Gear	6F+1R

SECTION-VI**TECHNICAL SPECIFICATIONS****Vehicle No. 2****Vehicle description/name/model: 5KL Insulated Drinking Water Tanker**

S No.	Parameter	Specifications
1	Length	6400 – 7535 mm or equivalent
2	Width	2430 – 2207 mm or equivalent
3	Height	2850 mm
4	Wheel base	4830 – 4200 mm or equivalent
5	Ground Clearance	214 – 250 mm or equivalent
6	Fuel tank capacity	200 – 115 lts or equivalent
7	Curb weight	11500 – 9900 kgs. Or equivalent
8	Maximum turning radius	7.5 – 8 m or equivalent
9	Engine	
10	Engine capacity	5675
11	Engine power	118Kw @ 2400rpm – 117 kw @ 2400rpm or equivalent
12	Engine torque	550Nm @ 1500-1700rpm – 560Nm @ 1600rpm or equivalent
13	Suspension	Semi-elliptic Multi leaf
14	Battery	24 V 100 amps
15	Alternator	55 Amps
16	Starter	
17	Brakes	Full Air
18	Air conditioner	Not necessary
19	Gear	6F+1R
20	5000lts water tanker with PTO driven suction and disc pump with appropriate fittings	Ok

SECTION-VI**TECHNICAL SPECIFICATIONS****Vehicle No. 3****Vehicle description/name/model: Light Recovery Vehicles**

S No.	Parameter	Specifications
1	Length	6980 – 7390 mm or equivalent
2	Width	2434 – 2500 mm or equivalent
3	Height	3300 – 3400 mm or equivalent
4	Wheel base	4225 – 4200 mm or equivalent
5	Ground Clearance	285 – 360 mm or equivalent
6	Fuel tank capacity	225 – 320 lts. or equivalent
7	Curb weight	17725 kgs
8	Maximum turning radius	7.5 – 8.4 m or equivalent
9	Engine	
10	Engine capacity	5785cc
11	Engine power	93Kw @ 2500rpm – 135Kw @ 2400rpm or equivalent
12	Engine torque	552Nm @ 1500-1800rpm – 660Nm @ 1600-1800 rpm or equivalent
13	Suspension	Semi-elliptic Multi leaf
14	Battery	180AH 24 V – 130AH 24 V or equivalent
15	Alternator	55A
16	Starter	
17	Brakes	Full Air
18	Air conditioner	Not necessary
19	Gear	5F+1R – 6F + 1R or equivalent

SECTION-VI**TECHNICAL SPECIFICATIONS****Vehicle No. 4****Vehicle description/name/model: Refrigerated Lorries**

S No.	Parameter	Specifications
1	Length	6400 – 7535mm or equivalent
2	Width	2430 – 2207mm or equivalent
3	Height	2850mm
4	Wheel base	4830 – 4200 mm or equivalent
5	Ground Clearance	214 – 250 mm or equivalent
6	Fuel tank capacity	200 – 115 lts. or equivalent
7	Curb weight	11500 – 9900 kgs or equivalent
8	Maximum turning radius	7.5 – 8m or equivalent
9	Engine	
10	Engine capacity	5675
11	Engine power	118Kw @ 2400rpm – 117Kw @ 2400rpm or equivalent
12	Engine torque	550Nm @ 1500-1700rpm
13	Suspension	Semi-elliptic Multi leaf
14	Battery	24 V 100 amps
15	Alternator	55 Amps
16	Starter	
17	Brakes	Full Air
18	Air conditioner	Not necessary
19	Gear	6F+1R
20	Appropriate Refrigerated body	Ok

SECTION-VI**TECHNICAL SPECIFICATIONS****Vehicle No. 5****Vehicle description/name/model: Ambulances [4x2]**

S No.	Parameter	Specifications
1	Length	5152mm
2	Width	1860mm
3	Height	
4	Wheel base	3150mm
5	Ground Clearance	200mm
6	Fuel tank capacity	65lts
7	Curb weight	1990
8	Maximum turning radius	
9	Engine	Tata 2.2 Dicor
10	Engine capacity	2179
11	Engine power	103Kw @ 4000rpm
12	Engine torque	320Nm @ 1750rpm
13	Suspension	Independent double wishborne front and parabolic leaf spring rear
14	Battery	12 V
15	Alternator	
16	Starter	
17	Brakes	Hydraulic
18	Air conditioner	Included
19	Gear	5F+1R
20	Ambulance body	Ok
a	Stretchers	2 no. Trolley stretcher and one foldable stretcher
b	Fans in the patients compartment	Included
c	Buzzer	Included
d	Room lamp	Included

e	Drug cabinet small	Included
f	Hook for IV set	Included
g	Clamp for oxygen cylinder	Included
h	Attendant seats	Included
i	Rotation lamps	Included
j	Doctor seat	Included
k	Water tank	Included
l	First aid box	3 person first aid kit
m	Additional equipment as per requirements of an ambulance	Included

SECTION-VI**TECHNICAL SPECIFICATIONS**

Vehicle No. 6

Vehicle description/name/model: **Buses [4x2]**

S No.	Parameter	Specifications
1	Length	1200mm
2	Width	2600mm
3	Height	3675 – 3700mm or equivalent
4	Wheel base	6200mm
5	Ground Clearance	
6	Fuel tank capacity	350lts
7	Curb weight	GVW 16200kg
8	Maximum turning radius	12m
9	Engine	diesel
10	Engine capacity	5900cc
11	Engine power	134Kw @ 2500rpm – 165Kw @ 2500rpm or equivalent
12	Engine torque	700Nm @ 1200-1600rpm – 800Nm @ 1400-1900rpm or equivalent
13	Suspension	Leaf spring front and air suspension with ant-roll bar rear
14	Battery	150AH 24 V – 200AH 24V or equivalent
15	Alternator	90A – 100A or equivalent
16	Starter	
17	Brakes	Full Air dual line with ABS and electromagnetic retarder
18	Air conditioner	Main engine driven AC compressor
19	Gear	OD 6F+1R
20	Seating capacity	44+1

Annexure-I

BID-FORM

Subject: Supply and Installation of Utility Vehicles to Uganda

1	Name of the bidder	
2	Address of Head Office Telephone Fax No. E-mail Address :	
3	Address of office in India	
4	Address for communication if different	
5	Legal Status	
6	Place & date of incorporation establishment registration	
7	Total Number of permanent Employees	
9	Whether any part of the work is proposed to be sub contracted, if so, whether relevant details have been given in the offer	

Place: (Name & Signature of Authorized Representative)

Date:

Annexure-II

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No. _____Ref:

To

The High Commission of India
Plot No. 11, Kyadondo Road
Nakasero, Kampala
Uganda

Dear Sirs.

Whereas the High Commission of India, having its office at 11 Kyadondo Road, Nakasero, Kampala – Uganda (hereinafter called the HCI) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has invited Tender No _____ and M/s _____ having Registered / head office at _____

_____ (Hereinafter called the "Bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Bid Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of US\$ _____ (US Dollars _____ Only) for the due performance of Bidder's obligations as contained in the tender Document supplied by the High Commission of India specially the conditions that (a) Bidder shall keep his Bid open for a period of day i.e. from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the High Commission of India (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the High Commission of India within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The High Commission of India and the Bidder have agreed that Bid submitted by the Bidder is an offer made on the condition that the Bid, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the High Commission of India for a period of _____ days i.e. from _____ to _____ or any, extension thereof and that submission of the Bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the Tender document. They have further agreed that the contract consisting of Tender document and submission of the Bid as the acceptance shall be a separate contract distinct from the contract which will come into existence when the Bid is finally accepted by the High Commission of India. The consideration for this separate initial contract preceding the main contract is that the High Commission of India is not agreeable to sell the Tender documents to the Bidder and to consider the Bid to be made except on the condition that the Bid shall be kept open for the period indicated above and the Bidder desires to submit a Bid on this condition after entering into this separate initial contract with the High Commission of India promises to consider the Bid on this condition and Bidder agrees to keep this Bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

2. Therefore, we registered (indicate the name of Bank) under the laws head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing US Dollars all money to the extent of _____ [Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the High Commission of India on the bank shall be conclusive and binding notwithstanding any difference between the High Commission of India and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the High Commission of India in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.
3. The bank also undertakes that the High Commission of India at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.
4. The bank further agree that as between the bank and the High Commission of India, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the High Commission of India shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the High Commission of India or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.
5. The bank agree with the High Commission of India that the High Commission of India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the High Commission of India or any indulgence shown by the High Commission of India to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
6. Notwithstanding anything contained herein in above our liability under his Guarantee is limited to USD _____ [US Dollars _____ only] in aggregate and it shall remain in full force upto _____ [225 days from the date of bid opening]) unless extended further from time to time, for such period as may be instructed in writing by M/S _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before _____ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the High Commission of India under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the High Commission of India under this guarantee shall be valid and shall not cease until we have satisfied that claim.
7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to the High Commission of India a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the High Commission of India by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the

High Commission of India under this guarantee shall be valid and shall not cease until we have satisfied that claim,

8. In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this _____ day of _____ at _____ of _____ of _____ (month & year).

Signature (Full name In capital Letters)

Designation with bank stamp

Witness No.1

Signature

(Full name and address in capital letters)

Witness No.2

Attorney as per power of attorney

No. _____

Date _____

Signature

(Full name and address in capital letters)

Annexure-III

Form of Performance Guarantee / Bank guarantee bond

In consideration of the High Commission of India, Kampala (hereinafter called "The Government") 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 US\$ _____ (US Dollars _____ 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.

We _____ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding US\$ _____ (US Dollars _____ Only) on demand by the Government.

We _____ do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government 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 US\$ _____ (US Dollars _____)

We, the said Bank, further undertake to pay to the Government 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.

We _____ further agree that the Guarantee herein contained shall (indicate the name of the Bank) 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 Government under or by virtue of the said agreement have been fully paid; and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, 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.

We _____ further agree with the Government that the Government (indicate the name of the Bank) 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 the Government 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 Government or any indulgence by the Government 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).

We
lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank)
the previous consent of the Government in writing.

This Guarantee shall be valid up to _____ unless extended on demand by the
Government. Notwithstanding anything mentioned above, our liability against this
Guarantee is restricted to US\$ _____ (USDollars _____
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 _____ day of _____ for _____

(Indicate the name of the Bank)

Annexure – IV

Declaration Letter

Date _____
Tender
No. _____

To

Head of Chancery
High Commission of India
11 Kyadondo Road
Nakasero, Kampala
Uganda.

Dear Sir,

We _____ hereby declare that
[Bidder Name]

- (i) we accept all terms and conditions in the tender document.
- (ii) performance Bank Guarantee of 10% of the order value will be submitted within 10 days in case High Commission of India decides to place the purchase order.
- (iii) we are not under a declaration of ineligibility for corrupt and fraudulent practices.
- (iv) we have submitted genuine documents. If High Commission of India find that any forged document submitted by us, High Commission of India may terminate us and forfeit my EMD and take stringent action against us as per Gol guidelines.
- (v) we accept that all doubts, concerns or ambiguity in the tender document, if any, have been raised by us during the pre-bid conference; the same have been clarified through the pre bid minutes.
- (vi) if we raise any doubt, concerns, ambiguity issues, interpretation issues, after submission of the bid, Ministry may disqualify us from bidding process without prior notification & may also forfeit my EMD and I will accept the Ministry's decision.
- (vii) we accept that all clauses, sub clauses and annexure in the tender document are explicitly defined.
- (viii) we will accept High Commission of India's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate the bid process and not try to stall the process; if do so, High Commission of India may take stringent action against us.
- (ix) we will follow all guideline mentioned in the tender documents.
- (x) we accept all points mentioned above, even if, I have not attended pre-bid conference.

Signature:

Seal:

Annexure –V

**MANUFACTURER AUTHORISATION FORMAT
(On manufacturer's letterhead)**

Date

To

Head of Chancery
High Commission of India
Kampala – Uganda.

Subject: Manufacturer authorisation against tender No. _____ for
(Name of the project)

Dear Sir,

We, M/s _____ (Name of the manufacturer) _____ having registered office at _____ (address of the manufacturer) _____ hereby virtue of being manufacturer for (Name of the products), hereby authorize M/S _____ (Name of the bidder) having their office at _____ (Address of bidder) _____ to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/S _____ (Name of the manufacturer) _____ within the scope of requirement as per the tender mentioned above through its authorised partner M/S _____ (Name of the bidder) _____ shall provide support & product warranty services for a minimum period of 1 year from the date of supply of Utility Vehicles in Uganda.

The undersigned is authorised to issue such authorization on behalf of M/S _____ (Name of the Manufacturer) _____.

For M/S _____ (Name of the manufacturer)
Signature & company seal
Name
Designation
E-mail/Mobile No.