

Tenders no: COM/04/2019

Dated the 4th December 2019

TENDER

FOR MARKET SURVEY ON OPPORTUNITIES IN THE FOLLOWING:

**01. DEVELOPMENT OF DAIRY AND DAIRY PRODUCTS IN SENEGAL AND
BUSINESS OPPORTUNITIES FOR INDIAN COMPANIES**

**FOR THE COMMERCIAL SECTION OF EMBASSY OF INDIA, DAKAR AT 5,
AVENUE CADRE, DAKAR BP-398, SENEGAL**

ISSUED BY

EMBASSY OF INDIA, DAKAR

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SECTION I

EMBASSY OF INDIA, SENEGAL 5, AVENUE CADRE, DAKAR BP-398, SENEGAL

Tenders no: COM/04/2019

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NOTICE INVITING TENDER

Sealed quotations are hereby invited from reputed companies having experience in conducting Market Surveys to undertake Market Survey on opportunities for the Indian Companies in the following :

01. Market Survey on Development of Dairy and Dairy Products in Senegal and Business Opportunities for Indian Companies.

- **Schedule to the invitation of Tender:**

| | | |
|---|---|--|
| 1 | Date of issue Of Bid Document | 06.12.2019 |
| 2 | Time and last Date of depositing tender/bid | 1400 Hrs. of 26.12.2019 |
| 3 | Time and date of opening of Qualifying Bid | 1500 Hrs. of 26.12.2019 |
| 4 | Place of opening Tender | Embassy of India, Senegal. 5, AVENUE CADRE, DAKAR BP-398, SENEGAL. |

- **Service to be provided (please refer to Bid Form) :**

| Tender SI No. | Details | Sector |
|---------------|---------------|--|
| COM/04/2019 | Market Survey | Development of Dairy and Dairy Products in Senegal and Business Opportunities for Indian Companies |

- Intending eligible bidders may obtain Bid document which may be downloaded from the Official Website of the Embassy of India, Senegal (www.embassyofindiadakar.org/). LINK: <https://asp.embassyofindiadakar.gov.in/eoiaspHtml/MarketSurveys.htm>

- Separate proposal indicating details of cost, terms and conditions for each of the Market Study may be sent to the following address **before 1400 hours on 26Th December 2019:**

Head of Chancery
Embassy of India,
5 Avenue Carde
Dakar BP 398

Sd/-

Head of Chancery, Embassy of India, Senegal

SECTION II

BID FORM

To,
**Head of Chancery,
Embassy of India, Senegal,
5 Avenue Cadre, Dakar BP 398
Senegal**

Dear Madam/Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide Market Surveys in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. We agree to abide by this Bid document for a period of 60 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2019.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address ,.....

Signature.....

SECTION III

BIDDER'S PROFILE

General:

1. Name of the Bidder/ Agency :
2. Address of the Bidder/Agency :
3. Telephone numbers with STD code (O), Mobile number& Fax number :
4. Detail of License (Regulation):
5. Name of Proprietor/Partners/Directors :
6. Bidder's bank, its address and his current account number :

I/We hereby declare that the information furnished above is true and correct. I am also attaching the copies of licence/authorization documents claimed hereunder.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

SECTION IV

INSTRUCTIONS TO BIDDERS

The Office of the Embassy of India, Senegal would be referred in the document as the Embassy and the individual/bidder participating in the bid would be referred as bidder.

A. SERVICES TO BE PROVIDED

1. Service :

- 1.1 The bidder shall be responsible for conducting a Market Survey **Development of Dairy and Dairy Products in Senegal and Business Opportunities for India Companies** in accordance with the objectives of the Survey.
- 1.2 The bidder will submit the draft Outcome of the Survey within 60 days of acceptance.
- 1.3 **The bidder will present key take-aways from the draft Outcome of the Survey over a webinar to all stakeholders both from Senegal and from India and accommodate any corrections / feedback received and submit the updated report within 90 days of the acceptance of the bid.**

B. Eligibility Qualifications

This invitation to submit Bids to the Tender Document is open to those bidders who have experience in undertaking Market Survey and related activities as listed below :

| Sl. No. | Criteria | Eligibility details |
|---------|--|--|
| 1 | The Company/Agency should be a registered agency. | Copy of License issued to be attached. |
| 2 | The Bidder should not have been blacklisted by any state/ central agency/ Embassy in the past for any corrupt/ fraudulent or breach of contract conditions or unethical/ corrupt business practices. | Declaration of same on the Letter Head of Firm |
| 3 | Company/Agency to provide a detailed quotation | Quotation should contain all aspects including proposed time frame for completion of Market Survey |

| | | |
|---|--|--------------------------------------|
| 4 | The bidder should have experience of the last 5 financial years of providing Market Research Studies to any Government/reputed Private Organizations/Embassies/UN Offices in Dakar | Details of experience to be enclosed |
|---|--|--------------------------------------|

C. Cost of Bidding

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

D. Bid Document

Bid document is in two parts (a) Technical bid and (b) Financial Bid,

The Technical bid shall consist of:

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General conditions (Commercial) of the contract
- d. Special conditions of contract
- e. Bid Form given at Section II
- f. Eligibility documents cited at Section B.

The Financial bid consists of

- a. quotations for the Market Surveys

The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder’s risk and may result in rejection of the Bid.

A prospective bidder requiring any clarification on the Bid document shall notify the authority in writing. The Embassy shall respond in writing to any request for the clarification of bid document which it receives not later than 2 working days prior to the date of opening of Tender.

E. Amendment to bid document

At any time prior to the deadline for submission of Proposal, the Embassy may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment/Corrigendum and posting it on the Official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Embassy may, in its sole discretion, extend the last date of submission.

F. Bid Form

- i. The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered. The quality and price schedule as per Financial bid. The financial bid shall be without TVA.

G. Submission of bids

- i. The bids (in English) should be submitted duly sealed and addressed to the Embassy of India, Dakar and deposited in person at the reception **on or before 1430 hrs on the due date.**
- ii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- iii. Method of preparation of bid:
 - a. Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following:-

| Envelope | Marked on the cover | Contents of Envelope |
|----------|---------------------|---|
| First | Technical Bid | Containing documents establishing eligibility of the bidder to participate in the tender. |
| Second | Financial Bid | Rates duly quoted by the Bidder in the prescribed format. |

On all these envelopes the name of the firm and whether “Technical bid” OR “Financial bid” must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The Bids that are not submitted in above mentioned manner would be summarily rejected.**

All envelopes (2 inner & one outer) must bear the following on the left hand top corner side (depending upon which tender the bidder is offering the bid for):-

TENDER FOR MARKET SURVEY ON ‘DEVELOPMENT OF DAIRY AND DAIRY PRODUCTS IN SENEGAL AND BUSINESS OPPORTUNITIES FOR INDIAN COMPANIES’

“NOT TO OPEN BEFORE (DUE DATE OF TENDER)”

(Tender no COM/04/2019)

- i. All envelopes (2 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- ii. All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

H. Bid opening

The Embassy shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

I. Evaluation

- i. The Embassy shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- ii. If there is discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, the Embassy will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Embassy.

Technical Evaluation: The Embassy will evaluate if the bidder comply with all the eligibility conditions and if the bidder ensures compliance to all eligibility conditions and furnish all documentary proofs of the same, they would be considered for participation in the financial bid.

Financial bids of those bidders shall be opened whose qualifying bids were found successful.

J. Award of Contract

The Embassy shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of issue of letter of intent and give his acceptance.

K. Right to vary quantities

The Embassy reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

L. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

M. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause N shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which even the Embassy may make the award to any other bidder at the discretion of the Embassy or call for new bids.

N. Period of validity of bids

The bid shall remain valid for one year after the date of opening of bids. A bid valid for a shorter period shall be rejected by the Embassy as non-responsive. A bidder accepting the request of the Embassy for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION V

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

1.1 Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the Embassy.

2. Execution Time Limit

2.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

3. Termination of Contract

4.1 Embassy may without prejudice, to other rights under law or the contract provided get the hiring of private security services done at the risk and cost of the bidder, in above circumstances.

4. Termination for insolvency

4.1 Embassy may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

5. Performance evaluation

5.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by any reason i.e. war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract. The services must be resumed as soon as practicable after such an event has come to an end or ceased to exist, and the decision of the Embassy as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

6. Arbitration

6.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Government of India.

7. The venue of the arbitration proceeding shall be Embassy.

8. Set Off

8.1 Any sum of money due and payable to the successful bidder under this contract may be appropriated by the Embassy and set off the same against any claim of the Embassy for payment of a sum of money arising out of this contract or under any other contract made by bidder with the Embassy.

SECTION VI

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section VI and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section VI.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India/ Senegal, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Embassy reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political or any other Government Department.
4. Embassy reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. Embassy reserves right to counter offer price against price quoted by the bidder as per the benchmarked price.

SECTION IX

TERMS OF REFERENCE FOR CONDUCTING A MARKET SURVEY

on

“Development of Dairy and Dairy Products in Senegal and Business Opportunities for Indian companies”

I. MARKET SURVEY OBJECTIVES

- Analyze and provide insight of the Senegalese Dairy Sector and opportunities for development of dairy and dairy products and the regulatory environment
- Estimate the size of the market both private and government sector
- Guide the Indian decision makers (public authorities and private sector) in their business prospects with Senegal in the framework of bilateral cooperation. The Survey will be in English.

II FOCUS ON

- Understanding Senegalese Dairy Sector and opportunities for development of dairy products and their marketing
- Market Size
- Major Players & Competitors (Any special treatment for French and Restrictions for others)
- Tariff Structure, Pricing, custom duties, etc
- Trade Figures (Volume & Value)
- Target markets
- Market opportunities for dairy products
- SWOT Analysis
- Scope & Strategy recommendations to obtain market share
- Registration and legal processes and procedures required for establishing dairy farms and units for processing of dairy products.
- Other aspects of interest

III. REQUEST FROM EMBASSY

In view of the above mentioned considerations, you are kindly requested to send us a **quotation along with the methodology** to conduct a report on the opportunities for development of the dairy sector and dairy products in Senegal.