

**HIGH COMMISSION OF INDIA
LUSAKA (ZAMBIA)**

NOTICE INVITING TENDER

1. **The High Commission of India, Lusaka** for and on behalf of the President of India invites tender bids from Vehicle Supplier Companies for the following work:

Name of Work
SUPPLY OF 05 UNITS FIRE TENDERS FOR THE HIGH COMMISSION OF INDIA, LUSAKA FOR GIFTING TO THE GOVERNMENT OF REPUBLIC OF ZAMBIA

2. Detailed specification of the Fire Tenders are given at **Para 9 of Section-II of tender document.**

3. The tender document can be obtained from **Head of Chancery, The High Commission of India, No. 1, Pandit Nehru Road, Longacres, Lusaka; E-Mail: hoc.lusaka@mea.gov.in**. Tender Document shall be available for collection by applicants from **28th March 2022 to 25th April 2022 upto 1500 hrs. Tender can also be downloaded from www.eprocure.gov.in and Mission's website : www.hcizambia.gov.in (Tenders section)**

4. Tender documents should be submitted with prescribed annexures in sealed envelope duly superscribed with the name of work etc. The document will be received up to **1500 hrs on 26th April 2022** and will be opened on the same day at 1530 hrs.

5. If any information furnished by the applicant is found incorrect at a later stage, the bidder shall be liable to be debarred from the tendering process. The High Commission of India reserves the right to verify the particulars furnished by the applicant independently.

6. High Commission of India, Lusaka reserves the right to reject any tender and to annul the tendering process and reject all tenders at any time prior to Contract award, without thereby incurring any liability to tenderers.

**Head of Chancery,
High Commission of India,
No.1, Pandit Nehru Road,
Longacres, Lusaka
Tel: +260-21-1253159/60
Email: hoc.lusaka@mea.gov.in**

SECTION-I

Terms & Conditions:

1. **Submission of Bids:** Technical and Financial Bids should be prepared separately and submitted in two separate sealed envelopes, both of which should be further enclosed in a larger sealed envelope superscribed with the words "Bid for Supply of 05 units of Fire Tenders". The following documents shall form part of the bid:

- Tender Document
- Any Addendum to Tender Document issued by the High Commission
- Technical Bid
- Financial Bid
- Certificate of dealership attested by dealer with stamp

2. **Bid Security Declaration:** The bidder will have to furnish a 'Bid Security Declaration' along with their bid as per the format at **Annexure-II**. Any bid which is not accompanied with the 'Bid Security Declaration', shall be rejected.

3. **Performance Bank Guarantee (PBG):** The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 3% amount of the Tendered Cost. This Bank Guarantee shall remain valid for 60 days beyond the date of completion of the Defect Liability Period/Warranty Period of 02 years.

4. **Clarification regarding contents of the Tender:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the High Commission of India in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids.

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

6. **Validity of Bids:** The Bids should remain valid till 180 (Days) from the last date of submission of the Bids. A bid valid for a shorter period shall stand rejected.

7. **No. of bids per Make/Model:** Each bidder shall submit only one bid for a particular make/model of Fire Tenders. A bidder who submits more than one bid for the same make/model shall be disqualified.

8. Cost of bidding: The bidder shall bear all the costs associated with the preparation and submission of bid and the buyer shall not be responsible or liable for these costs.

9. Amendment of bidding document: The High Commission of India, Lusaka may amend the bidding document by issuing Addendum, before the deadline for submission of bids.

10. Language: All documents relating to the bid shall be in English language. If any document is not in English, an courtesy English translation copy may be attached.

11. Eligibility of bidder: Only Zambia-based authorized suppliers/dealer of India-manufactured vehicles are eligible to participate in this tender. Further, the bidding companies should have minimum 3 years' experience of supply/ dealership of such vehicles. Bidders must establish having completed at least one similar order of a value not less than USD 280,000/- **OR** two similar orders of each not less than USD 175,000/- **OR** three similar orders of each not less than USD 140,000/-.

11.1 Annual Turnover Criteria : The supplier must have an Average Annual Financial Turnover of USD 105,000/- during last 03 Financial years. Annual Financial statements for last 03 years duly certified by CA to be submitted with technical bid. The supplier should not have incurred losses in more than two years during the last five years.

12. Price details to be specified in Bid: The price shall be quoted CIF, up to Lusaka excluding any Customs and other Government duties or taxes (from India to Lusaka). Clearing and forwarding charges of all Fire Tenders, if any, should be included in the bid itself, but shown separately, as per the format attached at **Annexure-III**. All rates shall be quoted in US Dollars.

13. Evaluation of all bids and announcement of successful bidder: The Technical bid will be opened on **26th April 2022 at 1530 hrs.** at High Commission of India, Lusaka. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of representatives of any bidder. After evaluation of the technical bids by the appointed committee of the High Commission of India, the Financial bids of the qualified bidder will be opened at a later date and time in the High Commission of India. The date and time will be intimated to the qualified bidder to send their representatives to attend the bid opening.

14. Evaluation Criteria: The broad guidelines for evaluation of Bids will be as follows:

14.1 All the Technical Bids will be opened first. Bids that are not compliant with all the eligibility and qualifying requirements of the NIT will be discarded.

14.2 The financial bids of those bidders who pass the Technical Bid evaluation will be opened next. The successful bidder will be decided on the basis of the lowest price quoted, as per the Price Format specified earlier.

SECTION-II

Terms & Conditions after selection of successful bidder (henceforth 'Supplier')

- 1. Delivery Period:** The Supplier shall be required to deliver all the Fire Tenders complete in all respects and in ready to gift condition within 180 days from and including the date of the award of work. The period of delivery is not extendable. Buyer would be entitled to unilaterally cancel the Order in case items are not received within the stipulated delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.
- 2. Delivery delayed charges:** Time for supply of vehicles is within 180 days from the date of award of work. The 180 days period is not extendable. Beyond 180 days, supplier shall be liable to pay delayed charges @ 0.1% of the value of supply order for each day of delay subject to maximum of 10% of contract amount.
- 3. Signing of Agreement:** An Agreement will be signed between the High Commission of India, Lusaka and the Supplier, as per format specified in **Annexure-IV**.
- 4. Exemption from Government Levies:** As the Fire Tenders are being procured for donation from Government of India to Government of Zambia, they shall not attract any duties or taxes levied by Government of Zambia. High Commission of India, Lusaka, shall issue/provide necessary letter/documentation regarding exemption from taxes and duties. The supplier shall submit original invoice and details of chassis number and engine number of all Fire Tenders well in advance to obtain necessary tax exemption from the relevant authorities of Government of Zambia.
- 5. Manufacturer's Warranty:** The Supplier shall provide warranty of Fire Tenders against manufacturing defects and free services throughout Zambia for a period of two years or 1,00,000 km whichever is later. The Supplier shall have authorized service provider in Zambia.
- 6. Technical documentation to be provided along with the Fire Tenders:** Standard documents accompanying the Vehicle i.e. Detailed User Manual, Warranty Certificate, etc.
- 7. Pre-delivery Inspection:** The Supplier shall conduct third party pre-delivery inspection of Fire Tenders and remove all mechanical, electrical, and physical defects, if any, before delivery of all Fire Tenders to the Buyer. The Supplier shall submit the Pre-Inspection Report of the company along with the original documents before claiming the payment.
- 8. Inspection by the Buyer:** The High Commission of India, Lusaka, shall also undertake physical inspection of all Fire Tenders at Lusaka (after arrival of Fire Tenders at Lusaka), through its representatives before taking their delivery. This shall, however, not be treated as discharge of the responsibility of Supplier for pre-delivery inspection of Fire Tenders.

9. Technical Specifications:

Indicative Specifications for Fire Tender [Chassis/Pump] are as follows:

A.	
<ul style="list-style-type: none"> • Number of cylinders - 6 inline Diesel • Engine Output - 350kw (480HP) at 1900 or better • Torque 2300NM at 1000 up to 13000min or better • Gearbox speed 10-12 speed (auto preferred) or manual • Drive 4x4 • Wheels base 3850-4800 • Dimensions L.W.H 10500x2500x3900 • Permissible total weight = 18000kg - 25000kg • Driver/ Screw cab - 1+5 • Water tank 1000 - 12000litres • Foam tank 200 l or better • 10 turn winch • Search light 	<p>Pump</p> <ul style="list-style-type: none"> • Centrifugal pump double stage/ single • Normal pressure FPN 10 - 6000 2HHL or better • High Pressure FPN 40 - 250
B. Fire engine locker equipment per fire engine	
<ul style="list-style-type: none"> • Collecting head x1No • Collecting breeching x 2No • Diving breeches x 2No • Stand pine/ key and bar x 2No • Diffuser branches x 10No • Foam branch Pipe x 2No • Pick up tube x 2No • Foam Generator x 1No • Inline Inductor x 1No • Suction wrenches x 2No • Salvage sheets x 2No • Tool box with assorted tools • Bolt cutter - large x 2No • Bolt Cutter - Medium x 2No • Sledge Hammer large x 2No • Pick/mattock x 2No • Shovels standard x 2No • Sped standard x 2No • Crowbars large x 2No • Crowbars medium x 2No 	<ul style="list-style-type: none"> • Rescue lines x 4No • Safety harnesses with karabiners associated x 12No • Metal cutting disk with combustion engine *x 01No • Portable pump combustion engine x 01No • Hydraulic rescue cutter/expander x 2No • Hydraulic rescue ram x 01No • Medium chisels x 2No • Hacksaw with blades x 2No • First aid stretcher x 2No • B.A charging compressor with for stations (Electrical) x 1No • B.A cylinders x 8No • B.A black plates x 4No • Fire man axe x 2No • Fog nozzle applications x • Lay flats fire houses 06No x 45 mm • Lay fire hoses 10No x 65mm • Fixed house reel and diffuser branch x 2No • Roof mounted water monitor
C. Assorted PPE/ Uniforms	
<ul style="list-style-type: none"> • Fire entry gears (top and bottom) • Helmets - 200 • Fire Boots - 200 	<ul style="list-style-type: none"> • Safety Belts - 200 • Personal Torches • Safety gloves - 200

- Apart from the above, bid document should provide complete information on the vehicle parameters including engine, clutch, gearbox, axles, electrical systems, tyres, brakes, frame, weight, dimensions, performance and any other information as may be necessary.
- Bid document should provide complete details of equipment to be provided with the Fire Tender such as ladder, suction hose, delivery house, hose bandages/clamps, nozzles, branch pipes, lamps, sirens, First Aid box, tools and accessories etc. along with their quantities.

10. Payment:

The payment shall be released to the supplier as per following payment milestones:

- (a) 1st payment milestones: 90% of the contract value on satisfactory delivery of Fire Tenders to the High Commission of India, Lusaka after inspection by High Commission of India, Lusaka. The Supplier shall submit the third party Pre-inspection Report along with the original documents before claiming the payment.
- (b) 2nd payment milestone: 5% of the contract value after the end of successful completion of warranty period of 1st year.
- (c) 3rd payment milesone: 5% of the contract value after the end of successful completion of warranty period of 2nd year.

Payment of basic cost of Fire Tenders shall be made in USD by bank transfer in favour of the Supplier. Bidders to quote the price of Fire Tenders inclusive of all taxes/overheads and other expenses like clearing/forwarding/transportation charges. No separate payment on account of clearing/forwarding/ transportation charges or taxes shall be made by the Mission.

ANNEXURE-I

Affixing of sticker/Logos: The Supplier shall rivet the following text and logo on all fire tenders supplied:

Description	Size
1. Logo with slanting flags of Zambia and India in cross with the text "India-Zambia Cooperation" as per specifications given by High Commission of India On front and rear side On both sides	Approx. 21" by 15" diameter
Text 'Gifted by Government of India' on both sides	11" x 8" inches
Vendor may arrange to get the design of the logo pre-approved by the High Commission.	

Bid Security Declaration Form

Date: _____ Tender No. LUS/COM/202/02/2020 dated 28th March 2022

To (Insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding from any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (Insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

ANNEXURE-III

PRICE DETAILS

S.No.	Description of item	Quantity	Rate per unit (In USD both in figures and in words)	Total Price (In USD both in figures and in words)
1 .	Fire Tenders with minimum specifications as given at Para 9 of Section - II Nos		
2.	Clearing, Port Charges and Port Handling Charges (as per actuals)			
	TOTAL			

Note: Only basic price (excluding taxes and duties) should be quoted against Sr.No. 1, Clearing, Port charges and Port Handling charges should be mentioned at Sr. No. 2, shall be included in the bid itself.

**AGREEMENT FOR SUPPLY OF 05 FIRE TENDERS TO
HIGH COMMISSION OF INDIA, LUSAKA (ZAMBIA)**

1. THIS AGREEMENT is made on the day.....2022 between High Commission of India, Lusaka, Zambia (hereinafter referred to as "the Buyer") of the one part and..... hereinafter called "the Supplier" of the other part.
2. WHEREAS the Buyer is desirous of procurement of 05 units of Fire Tenders for gifting to Zambian Air Force, Government of Zambia in accordance with all the requirements as set out in the contract.
3. AND WHEREAS the Supplier has submitted bid and the Buyer has accepted the bid submitted by Supplier for the total amount of USD(approx INRonly) towards basic price of (05 Fire Tenders) of [details of the exact make and model specified in the winning bid]. No extra amount will be paid for cost of logos/stickers etc. to be affixed on the Fire Tenders.
 4. The Supplier shall furnish the Performance Bank Guarantee (PBG) in form of a Bank Guarantee for the 3% amount of the Tendered Cost. This Bank Guarantee shall remain valid for 60 days beyond the date of completion of the Defect Liability Period/Warranty Period of 02 years.
5. The whole supply comprised in this Agreement shall be completed within 180 days from placing of order. In case of delay in delivery of 05 Ambulances, by the stipulated date, the supplier shall be liable to pay delayed charges @ 0.1% of the value of supply order for each day of delay subject to maximum of 10% of contract amount.
6. The Supplier shall provide warranty of Fire Tenders against manufacturing defects and free services throughout Zambia for a period of two years or 1,00,000 km whichever is later. The Supplier shall have authorized service provider in Zambia.
7. The successful bidder shall conduct pre-delivery inspection of Fire Tenders and remove all mechanical, electrical, and physical defects, if any, before delivery of all Fire Tenders to the High Commission of India. The bidder shall submit the Pre-Inspection Report of the company along with original documents before claiming the payment.

8. The High Commission of India, Lusaka shall also undertake physical inspection of all Fire Tenders through its representatives before taking their delivery. This shall, however, not be treated as discharge of the responsibility of suppliers for pre-delivery inspection of Fire Tenders.

9. Payment of cost of 05 Fire Tenders shall be made through Bank transfer in favour of the manufacturer, payable in India / Zambia, by the High Commission of India Lusaka after satisfactory delivery of 05 Fire Tenders to the High Commission of India, Lusaka. No separate payment on account of Clearing / forwarding/ transportation charges or taxes shall be made by the Mission.

10. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in NIT No. LUS/COM/202/02/2020 dated 28th March 2022 issued by the High Commission of India.

11. The following documents shall be annexed to this Agreement, and shall form part thereof;

- NIT No. LUS/COM/202/02/2020 dated 28th March 2022 issued by High Commission of India
- Bid dated (as per date of submission) submitted by Supplier

12. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the terms and conditions specified in the NIT shall be final.

13. In consideration of the payment to be made by the buyer to the supplier as hereinafter mentioned, the supplier hereby covenants with the Buyer to deliver, complete and maintain all 05 Fire Tenders in conformity in all respects with the provisions of the Agreement.

14. The Buyer hereby covenants to pay the Supplier in consideration of the supply, delivery and maintenance, the price at the time and in the manner prescribed by the Agreement.

15. Disputes of any kind arising out of supply, acceptance, warranty, maintenance etc. shall be referred by either Buyer or Bidder/Supplier, after issuance of 30 (Thirty) days notice in writing to the other party, to a single arbitrator acceptable to both the parties. The applicable arbitration law/norms of India shall apply to the arbitration proceedings. The seat of arbitration shall be at New Delhi, India.

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

Signed on (date) at Lusaka by:

For and on behalf of the Buyer

Head of Chancery
High Commission of India,
Lusaka

Witness:

1.

For and on behalf of the Supplier:

Name of Supplier:
