

**HIGH COMMISSION OF INDIA
MAPUTO**

Tender Document

For

Supply of 2 SUV Motor Vehicles

**To High Commission of India,
Maputo**

**For donation to – Ministry of Foreign Affairs
and Cooperation, Mozambique**

Last Date for Submission of Bid: 5 August 2021

Invitation for Bids

1. Bids are invited from eligible bidders for supply of **2 units SUV motor vehicles** (as per technical specifications outlined below) to the High Commission of India in Maputo, Mozambique (henceforth referred to as ‘Buyer’), for the purpose of further donating the vehicles to the Government of Mozambique.
2. **Technical Specifications** of 2 SUVs to be supplied are as under:

Sl. No.	Technical Specifications	Specification required by the High Commission of India
1.	Make/Model/Seating	New (2021 Model); 07 Seater-AWD
2.	Country of Manufacture	India
3.	Engine size	Minimum 2100 cc
4.	No. of gears & Transmission	6 Speed Automatic transmission
5.	Engine type	Diesel
6.	Turbo Intercooler, Air Conditioner	Required
7.	Engine Cylinder	Minimum 4
8.	Air Bags	Minimum 6
9.	ABS, Electric Brake Force Distribution (EBD) and Brake Assist	Required
10.	Power Steering and Electric traction	Required
11.	Tyres	Tubeless
12.	Compliance to emission norms	As per Government of Mozambique compliance

3. Terms & Conditions for the Bidding Process

3.1) Address for submitting Bids or seeking clarifications regarding this Tender document:

High Commission of India, Maputo
Avenida Kenneth Kaunda, No. 167
PO Box 4751
Maputo, Mozambique
Contact person: Mr. Rameshwar Bhakta, First Secretary & HOC
Telephone: +258 21492437; E-mail : hoc.maputo@mea.gov.in

3.2) Manner of depositing the Bids:

3.2.1.) Sealed Bids should be either handed over physically at reception of High Commission of India (HCI), Maputo or sent by registered post at the above address. Bids sent by FAX or e-mail will not be considered.

3.2.2.) Bids should be prepared on the original memo / letter pad of the Bidder, furnishing, inter alia, details like VAT number, copy of Government licence letter, Bank account number (US Dollar Account if applicable) and bank address etc. and complete postal & e-mail address of the Bidder.

3.2.3.) 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 2 units of SUV Vehicles”.

3.2.4) The following documents shall form part of the bid:

- Tender Document (this document)
- Any Addenda to the Tender document issued by Buyer
- Technical Bid
- Financial Bid
- Certificate of dealership attested by dealer with stamp

3.3) Last Date for Submission of Bids: The bid should reach the Buyer by **5 August 2021**. Late bids will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents.

3.4) Bid Security Declaration: The Bidder will furnish a Bid Security Declaration to the effect that if the bid is withdrawn or modified during period of validity or if after being awarded the contract the bidder fails to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, the bidder will be suspended for a period of 180 days for contracts with High Commission of India, Maputo.

3.5) Clarification regarding contents of the Tender Document: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

3.6) Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A scan copy

of withdrawal notice may be sent by e-mail but it should be followed by an original signed confirmation copy of withdrawal notice to be sent by post or in presence and such signed confirmation should reach the Buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

3.7) Clarifications regarding contents of Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of its bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

3.8) Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke rejection of bid. Conditional bids will be rejected.

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

3.10) No. of bids per make/model: Each bidder shall submit only one bid for a particular make/model of SUV. A bidder who submits more than one bid for the same make/model shall be disqualified.

3.11) 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.

3.12) Amendment of bidding document: The High Commission of India, Maputo, may amend the bidding document by issuing Addenda, before the deadline for submission of bids.

3.13) Language: All documents relating to the bid shall be in English language.

3.14) Eligibility of bidder: Only Mozambique-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.

3.15) Price details to be specified in Bid:

The price shall be quoted CIF, Maputo port, excluding any Customs and other Government duties or taxes. Clearing and forwarding charges of both SUVs motor vehicles, if any, should be included in the bid itself, but shown separately, as per the following format. All rates shall be quoted in US dollars.

Sl. 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.	2 SUV vehicles with minimum specifications as given above	2 Nos.		
2.	Clearing, Port charges (as per actuals)			
	Total			

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

3.16) Evaluation of all bids and announcement of successful bidder: The bid will be opened on 9th August 2021 at 1100 hrs at High Commission of India, Maputo. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of representatives of any bidder. The name of successful bidder will be announced at the same time. If there is any doubt about the bid process, the concerned bidder should give his/her representation in writing on the same day. No such representation will be considered later.

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

3.17.1) All the Technical Bids will be opened first. Bids that are not compliant with all the eligibility and qualifying requirements of the Tender document will be discarded.

3.17.2) 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.

4. Terms & Conditions after selection of successful bidder (henceforth ‘Supplier’)

4.1) Delivery Period: The Supplier shall be required to deliver 2 SUV motor vehicles complete in all respects in ready to gift condition within 90 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.

4.2) Delivery delayed charges: In case of delay in delivery of 2 SUV motor vehicles 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 a maximum of 10% of price of the vehicle.

4.3) Signature of Agreement: An Agreement will be signed between the Buyer and Supplier, as per format specified in Appendix-A.

4.4) Exemption from Government Levies: As both the SUVs are being procured for donation from Government of India to Government of Mozambique, they shall not attract any duties or taxes levied by Government of Mozambique. High Commission of India, Maputo, shall issue necessary letter to the concerned tax authorities Mozambique regarding exemption from taxes and duties. The supplier shall submit original invoice and details of chassis number and engine number of 2 SUVs motor vehicles well in advance to obtain necessary tax exemption from the relevant authorities of Government of Mozambique.

4.5) Manufacturer's Warranty: The Supplier shall provide warranty of 2 SUV motor vehicles against manufacturing defects and free services throughout Mozambique for a period of two years or 1,00,000 km whichever is later. The Supplier shall have authorized service provider in Mozambique.

4.6) Technical documentation to be provided along with the SUVs: Standard documents accompanying the Vehicle i.e., Detailed User Manual, Warranty Certificate, etc.

4.7) Pre-delivery Inspection: The Supplier shall conduct pre-delivery inspection of SUV motor vehicles and remove all mechanical, electrical, and physical defects, if any, before delivery of 2 SUV motor vehicles to the Buyer.

4.8) Inspection by the Buyer: The High Commission of India, Maputo, shall also undertake physical inspection of 2 SUV motor vehicles at Maputo (after arrival of SUVs at Maputo), 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 SUVs.

4.9) Payment: Payment of basic cost of 2 SUV motor vehicles shall be made by Millennium BIM Cheque in favour of the Supplier drawn on Millennium BIM bank, payable at Maputo, Mozambique, after satisfactory delivery of 2 SUV motor vehicles to the Buyer.

4.10) Performance Bank Guarantee: The successful bidder will submit, within 30 days from receipt of supply order, a PBG equivalent to 3% of the order value. This Bank Guarantee should remain valid till the Warranty period of the vehicles is over.

AGREEMENT FOR SUPPLY OF 2 SUV MOTOR VEHICLES TO HIGH COMMISSION OF INDIA, MAPUTO

1. **THIS AGREEMENT** is made on the day **2021** between **High Commission of India, Maputo, Mozambique** (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 2 units, of SUV motor vehicles for gifting to Ministry of Foreign Affairs and Cooperation, Government of Mozambique 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 **US\$ _____ (US Dollar _____)** towards basic price of 2 SUV motor vehicles [*details of the exact make and model specified in the winning bid*].
4. The whole supply comprised in this Agreement shall be completed within 90 days from placing of order. In case of delay in delivery of 2 SUV motor vehicles, 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.
5. The Supplier shall provide warranty of 2 SUV motor vehicles against manufacturing defects and free services through out Mozambique for a period of two years or 1,00,000 km whichever is later. The Supplier shall have authorized service provider in Mozambique.
6. The successful bidder shall conduct pre-delivery inspection of 2 SUV motor vehicles and remove all mechanical, electrical, and physical defects, if any, before delivery of 2 SUV motor vehicles to the High Commission of India.
7. The High Commission of India, Maputo, shall also undertake physical inspection of 2 SUV motor vehicles 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 2 SUV motor vehicles.
8. Payment of basic cost of 2 SUV motor vehicles shall be made by Millennium BIM Cheque in favour of the manufacturer drawn on Millennium BIM, payable at Maputo, Mozambique after satisfactory delivery of 2 SUV motor vehicles to the High Commission of India. Clearing and forwarding charges of the SUV motor vehicles, if any, should be included in the bid itself.

9. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in RFP No. _____ dated _____ issued by the Buyer.

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

a. RFP No. _____ dated _____ issued by Buyer

b. Bid dated _____ submitted by Supplier

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 RFP shall be final.

11. 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 2 SUV motor vehicles in conformity in all respects with the provisions of the Agreement.

12. 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.

13. 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 Mozambique/India shall apply to the arbitration proceedings.

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 _____ at Maputo by:

For and on behalf of
High Commission of India
(Buyer)

For and on
behalf of
(Supplier)

Witnesses:

1.

2.