



**Government of India  
Ministry of External Affairs**

***E-Tender for transportation of 500 MT of rice up to Maseru, Lesotho, 500 MT of rice to Harare, Zimbabwe and 1000 MT of rice to Windhoek, Namibia from Food Corporation of India (FCI) Godown, Gandhidham, Gujarat.***

**e- Tender No. DPA-II/124/4/2016**

**Dated: 24<sup>th</sup> May, 2017**

Development Partnership Administration  
Ministry of External Affairs  
Jawaharlal Nehru Bhawan, Janpath,  
New Delhi, INDIA

**Government of India**  
**Ministry of External Affairs**  
**Development Partnership Administration- II**

**e- TENDER NOTICE**

Development Partnership Administration-II, Ministry of External Affairs, New Delhi invites online bids on two bid system from the eligible bidders for transportation of 500 MT rice to Maseru (Lesotho), 500 MT of rice to Harare (Zimbabwe) and 1000MT of rice to Windhoek(Namibia) from Food Corporation of India (FCI) godown, Gandhidham, Gujarat, as per the specifications given in this tender. The bidder shall lift the rice from designated FCI godowns in Gandhidham, load and transport rice to one designated warehouse each in Maseru (Lesotho), Harare (Zimbabwe) and Windhoek(Namibia) , respectively.

Interested bidders may submit their bids as per the tender document available on MEA website <http://www.mea.gov.in> and Central Procurement Portal <http://eprocure.gov.in>. Important dates pertaining to this tender are as below:

<b>Date of Publishing</b>	24.05.2017 (1000 Hrs)
<b>Bid Document Download/ Sale Start Date</b>	24.05.2017 (1000 Hrs)
<b>Online Clarification Start Date</b>	24.05.2017 (1000 Hrs)
<b>Online Clarification End Date</b>	30.05.2017 (0900 Hrs)
<b>Pre bid meeting</b>	31.05.2017 (1100 Hrs)
<b>Bid Submission Start Date</b>	24.05.2017 (1000 Hrs)
<b>Bid Submission End Date</b>	14.06.2017 (1000 Hrs)
<b>Technical Bid Opening Date</b>	16.06.2017 (1100 Hrs)

Two bid system (Technical and Financial) shall be followed in this tender. The bidder shall submit bid **online only** at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted under any circumstances. Original copy of Bid Security (Rs 6,00,000/- ) and Tender Fee (Rs 2000/-) in physical form is to be submitted to Section Officer (DP), Room No. 2097, Jawaharlal Nehru Bhawan (JNB), New Delhi, prior to the scheduled time of bid submission end date, failing which the bid shall not be considered.

A Pre bid meeting for queries and clarifications on the tender document will be held on appointed 30.5.2017 at **Room No. 2097, 'B' Wing, Ministry of External Affairs, Jawaharlal Nehru Bhawan (JNB), New Delhi**. Technical bids shall be opened at 1500 hrs on the appointed date. After scrutiny of Technical bids, the Ministry shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial bids.

The Ministry of External Affairs reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc. shall be posted on MEA website <http://www.mea.gov.in> and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>.

Section Officer (DP),  
Room No 2097, 'B' Wing  
Jawaharlal Nehru Bhawan  
MEA, New Delhi  
Tele: +91-11-49015392

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**SECTION I**  
**INSTRUCTIONS TO BIDDERS (ITB)**

1 DPA-II, Ministry of External Affairs, New Delhi invites sealed bids in two bid system from eligible bidders for transportation of 500 MT rice to Maseru (Lesotho), 500 MT of rice to Harare (Zimbabwe) and 1000MT of rice to Windhoek(Namibia) from Food Corporation of India (FCI) Godown, Gandhidham, Gujarat. The bidder shall lift the rice from designated FCI godown in Gandhidham, load and transport rice to a designated warehouse each in Maseru (Lesotho), Harare (Zimbabwe) and Windhoek(Namibia), respectively.

**2 General definitions**

- 2.1 **“Agreement”** means the document signed between the MEA, Govt 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.
- 2.2 **“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.
- 2.3 **“Bidder”** means a company/firm/university/institution incorporated in India, who has submitted the bid for as per the terms, conditions, and technical specifications of the tender document.
- 2.4 **“Bid Security” or “EMD”** the meaning prescribed to it in “Instructions to Bidders.”
- 2.5 **“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.
- 2.6 **“Consignee”** means the person/office to whom the services/equipments are required to be delivered as per the “Letter of Acceptance”.
- 2.7 **“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.
- 2.8 **“Purchaser”** means Ministry of External Affairs, Govt. Of India, New Delhi. or its authorized representatives.
- 2.9 **“Period”** shall mean the entire term of the agreement.
- 2.10 **“Tender”, and / or “Tender Document”** means this document comprises of the sections namely **Disclaimer, Notice Inviting Tender (NIT), Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications, (TS), Price Schedule (PS), Bid Forms, Annexures and other formats and any applicable schedules thereto added/modified before the closing date of the tender.**
- 2.11 The terms **“Successful Bidder , “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 **purchaser.**
- 2.12 **“ Works”** means all the works specified or set forth and required in and by the said ‘ Technical Specifications’, ‘General Conditions of 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.

### **3 Contact information:**

Section Officer (DP)  
Development Partnership Administration-II  
Ministry of External Affairs,  
Room No. 2097, 'B' Wing  
Jawaharlal Nehru Bhawan, New Delhi,  
Tel: 011-49015392  
Mail id: sodp@mea.gov.in

### **4 Locations for the Transportation of rice**

The rice shall be lifted from FCI godowns in Gandhidham, load and transport rice to the designated warehouses in Maseru (Lesotho), Harare (Zimbabwe) and Windhoek(Namibia), respectively. The consignee details, for rice delivery, will be provided at the time of award of the tender.

### **5 Eligibility Criteria**

- 5.1 The bidder shall be an Indian proprietorship/ partnership Firm or an Indian Company.
- 5.2 The bidder shall be a firm/company having experience of grain handling and transportation for 3 (three) years.
- 5.3 The average turnover of the bidder during the last 3 years should be more than **Rs 3 crores**. The turnover mentioned in this clause shall not include business other shipping/transportation.
- 5.4 Audited balance sheets for the last three years till FY 2016-17 shall be enclosed as supporting document. (or till FY 2015-16, if balance sheets of FY 2016-17 are not audited )
- 5.5 The bidder shall have prior technical capability and experience in handling and transportation of atleast 1600 MT in one instalment or 1000 MT of food grain each in two instalments or 800 MT of food grains **each in three instalments** during the last five years. The bidder should indicate the prior experience in handling such consignment in their technical bid along with supporting documents.
- 5.6 The bidder shall supply documentary evidence/verifiable reference (name, address, telephone number, website address and e-mail ID) of the customer(s) referred to in clause 5.5 above for enabling assessment of the performance with a certification from the customer or other evidence of the quality of work executed.
- 5.7 The bidder should not have been black listed by any Government entity in India
- 5.8 Bidder should have Custom House Agent (CHA) License.
- 5.9 Bidder shall be registered with Sales Tax/ Income Tax Department of Government of India and shall hold a valid VAT/CST/ Service Tax Number/ Registration certificate, as applicable.

### **6 Cost and Availability of Tender Document**

- 6.1 The tender can be downloaded from MEA's website ([www.mea.gov.in](http://www.mea.gov.in)) or CPP portal (<http://eprocure.gov.in/eprocure/app>). However, the tender fee (non-refundable) against the tender document has to be paid by the bidder in the form of DD/Pay Order for Rs. 2000/- favouring “Pay and Accounts Officer, Ministry of External Affairs, New Delhi”.
- 6.2 The original instrument in respect of Tender Fee must be submitted to Section Officer

(DP), Room No. 2097, Jawaharlal Nehru Bhawan (JNB), New Delhi on or before bid Submission Date/ time as mentioned in critical date sheet, failing which the bid shall not be considered.

- 6.3** 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.

## 7 Important dates

Important dates pertaining to this tender are as below:

<b>Date of Publishing</b>	24.05.2017 (1000 Hrs)
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<b>Bid Submission End Date</b>	14.06.2017 (1000 Hrs)
<b>Technical Bid Opening Date</b>	16.06.2017 (1100 Hrs)

## 8 Pre Bid meeting for queries on the tender Document

A Pre bid meeting for queries and clarifications on the tender document will be held at Room No. 2097 'B' Wing, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi as per schedule provided in clause pertaining to Important dates. All prospective bidders / authorized representative of the bidders who have 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 MEA latest by 1700 hrs on a day before the Pre-bid meeting , so that necessary arrangements could be made. Details are to be conveyed through email to <sodp@mea.gov.in>. ***The queries/ suggestions should be submitted only on CPP Portal on or before online clarification Date/ time as mentioned in critical date sheet.*** The answer to the queries will be provided only on CPP Portal after the Pre Bid Meeting. The queries received after due date/ time or through e-Mail/ letter will not be considered.

## 9 Amendment of Bid Documents

At any time prior to the last date for submission of bids, MEA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. Also, in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, MEA may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the tender document. The bid shall remain valid for 180 days from the date of bid opening. However, in exceptional circumstances, MEA may request the consent of the bidder for an extension to the period of bid validity.

## 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, MEA 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 11 of Section I 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 Bid Security/Earnest Money Deposit (EMD)

- 11.1 Bids must be accompanied by a bid security of Rs. 6,00,000/- (Rupees six Lakh only) only in the form of a Demand Draft (DD) / Bank Guarantee(BG) drawn on any nationalized, scheduled bank payable at Delhi, in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi" payable at New Delhi,, valid upto 45 days beyond the validity of the offer i.e 225 days from the last date for bid submission. Proforma of Bank Guarantee for Bid Security is enclosed as Annexure-3
- 11.2 The bid security of unsuccessful bidders shall be returned after finalisation of tender. Bid security shall be forfeited if a bidder withdraws from the tendering process after opening of technical bids.
- 11.3 Bid Security of successful bidder shall be returned after submission of Performance Bank Guarantee(Clause 16). In case ,the successful bidder fails to furnish the Performance Bank Guarantee in due time or fails to furnish the acceptance in writing in due time, his EMD would be forfeited.
- 11.4 Original instrument in respect of EMD must be submitted to Section Officer (DP), Room No. 2097, Jawaharlal Nehru Bhawan (JNB), New Delhi, on or before bid submission date/ time as mentioned in critical date sheet, failing which the bid shall not be considered.

## 12 Procedure for Submission of bid

- 12.1 The two bid system (Technical and Financial) shall be followed for this tender. In this system the bidder shall submit its offer online only at Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances
- 12.2 Bidders are advised to follow the instructions provided in Annexure 5 for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
- 12.3 Bid documents may be scanned with **100 dpi** with black and white option, which helps in reducing size of the scanned document.
- 12.4 Bidder who has downloaded the tender from the MEA website and Central Public Procurement Portal (CPPP) shall not tamper/modify the tender form, including downloaded commercial bid template, in any manner. In case if the same is found to be tempered/modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for any suitable action.
- 12.5 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 authorized person signing the bid documents. The bids shall be valid for a minimum of **180 days** from the last date of submission of bids. A bid for a shorter period shall stand rejected.
- 12.6 The bids (complete in all respects) must be uploaded online in two covers (Technical and



Financial Bids) as explained below :

**12.6.1 Envelope No.1 "Technical Bid" :** The following documents are to be uploaded online in the given format, with proper seal and signature of authorised person on each uploaded page.

S. No.	Document	File Type	Reference in Tender Document
i.	Certified Copy of Bid Security of Rs. 6,00,000/- (Rs. six Lakh Only) (scanned copy) and Bank Details in respect of bid for each of the three destinations.	.pdf	Clause 11 Section I
ii	Certified Copy of Tender Fee of Rs. 2,000/- (Rs. Two Thousand Only) (scanned copy) and Bank Details.		Clause 6 Section I
iii	Documents establishing Bidder's incorporation in India and registration with Government under appropriate law or Act. (e.g.Memorandum of Article of Association, Certificate of Incorporation, etc.)	.pdf	Clause 5.1 Section I
iv	Bid Form	.pdf	Annexure I
v.	Particulars of Bidders	.pdf	Annexure I A
vi.	Power of Attorney /General Power of Attorney or authorization certificate to the person signing the bid document on behalf of the bidder.	.pdf	Clause 13 of Section I
vii.	VAT/ CST, Service Tax Number/ Registration certificate, as applicable	.pdf	Clause 5.9 Section I
viii.	Turnover Certificates for last three Financial Years, duly certified by CA/CS	.pdf	Clause 5.3 Section I
ix.	Audited Balance Sheets of last three years duly certified by CA/CS	.pdf	Clause 5.4 Section I
x.	Details of past experience as defined under eligibility requirements, including the copy of work order/work completion certificate, highlighting the qualifying amount and duration of work.	.pdf	Clause 5.2 ,5.5 & 5.6 Section I
xi	Documents related to Custom House Agent (CHA) License	.pdf	Clause 5.8 of Section I
xii.	Self-attested certificate to the effect that bidder is neither blacklisted by any Government Department nor any criminal case is registered against the bidder/Company or its owners or partners anywhere in India	.pdf	Clause 5.7 of Section I
xiii	Any other information, documentary evidence in support of suitability of the offer.(If no such document is required to be submitted,upload a blank sheet against this requirement)	.pdf	

**12.6.2** Envelope No.2 "Financial Bid": Price schedule should be submitted online only in the form of BOQ.xls. The prices should be mentioned in figures as well as in words wherever mentioned in the BOQ.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words.

**12.7** All documents, as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further **no documents will be accepted offline**. Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

**12.8** 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.

**12.9** Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer.

**12.10** 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.

**12.11** 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.

**12.12** The original hard copy of **EMD of Rs. 6,00,000/- (Rs. Six Lakh only)** in the form of a Bank Guarantee in the prescribed format or Demand Draft / Pay Order in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi" and Tender Fee of **Rs. 2000/- (Rs. Two Thousand Only)** in the form of Demand Draft /Pay Order in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi" are required to be submitted in a sealed envelope superscribed as "Tender Fee and Bid Security in connection with tender **for Transportation of rice to Lesotho, Zimbabwe and Namibia**" to Section Officer (DP), Room No. 1123, Jawaharlal Nehru Bhawan (JNB), New Delhi, on or before bid submission date/ time as mentioned in critical date sheet, failing which the bid shall not be considered.

### **13 Authorized Signatory**

The person signing the bid should be the duly authorised representative of the bidder and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind with the firm/ company should be scanned and annexed to the bid. . All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative

### **14 Opening and evaluation of Bids**

- 14.1** Online bids (complete in all respect) received along with Bid Security and Tender Fee in physical form by stipulated time will be opened, as per timelines indicated in the tender document and in the presence of bidders or their authorized representatives who chose to attend, at the office of Section Officer (DP), Room No. 2097, Jawaharlal Nehru Bhawan (JNB), New Delhi -110011.
- 14.2** 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 remaining unaltered.
- 14.3** Bid received without Bid Security and Tender Fee in physical forms will be rejected straight away.
- 14.4** Bids complying with all the eligibility requirements, the specifications, schedule of requirements and conforming to all the terms and conditions of the tender documents without material deviations shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences. A bid, determined as substantively non-responsive will be rejected by the purchaser.
- 14.5** During the technical evaluation, purchaser at its discretion may call upon the bidder to give presentation on their offer, to explain their capability to undertake the project and to respond to any question from Purchaser. The place for presentation shall be conveyed to the bidders at an appropriate date. Failure on part of bidder to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened.
- 14.6** The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 14.7** MEA will open price bids only of the substantially responsive bidders, in the presence of the these bidder or their authorized representative who choose to attend the bid opening, at the time and date, to be informed later.
- 14.8** Bidder should quote their rates by uploading in prescribed Performa **in BOQ.xls** only. Commercial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document shall be rejected by MEA.
- 14.9** The rates quoted in figures would be automatically converted in words in BOQ.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- 14.10** The Purchaser shall evaluate in detail and compare the commercial bids of the substantively responsive technical bids.
- 14.11** The evaluation of the techno-commercially responsive bids shall be carried out on the basis of the Quoted Price for sum total of all the items in the prescribed proforma of Price Schedule in BOQ.xls.

## **15 Award of Contract**

- 15.1** MEA 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 Quoted Price for sum total of all the items in the prescribed proforma of Price Schedule **in BOQ.xls**.
- 15.2** If more than one bidder happens to quote the same lowest price for individual Part, MEA reserves the right to split the order and award the contact to more than one bidder for that Part.
- 15.3** A Supply Order in accordance to the terms and conditions of this tender document shall

be issued by the purchaser.

**16 Performance Bank Guarantee(PBG)**

**16.1** Within 30 working days of Supply Order the successful Bidder shall furnish to the Purchaser a Performance bank guarantee for an amount equivalent to 10% of the total Contract value as per the format provided at Annexure 2. This Performance Bank Guarantee shall remain valid for one year. In case of delay in project the validity of Performance Bank Guarantee needs to be extended accordingly.

**16.2** The Performance Security will be discharged by the Purchaser after completion of the Supplier's performance obligations including warranty obligations (if any) under the Contract.

**17 Purchaser's Right to amend the Scope of Work.**

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

**17.2** Purchaser reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.

**18 Corrupt or Fraudulent Practices.**

**18.1** It is expected that the bidders who wish to bid for this project have highest standards of ethics.

**18.2** MEA will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

**18.3** MEA may declare a vendor ineligible, either indefinitely or for a stated 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.

**19 Interpretation of the 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, MEA's interpretation of the clauses shall be final and binding on all parties.

**END OF SECTION I**

**SECTION II**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Scope of Work**

- i Bidder shall be responsible for lifting of rice from Gandhidham FCI godown, its weighing, its transportation, transit supervision, unloading and delivery of rice at designated godowns at Maseru, Lesotho, Harare, Zimbabwe and Windhoek, Namibia.
- ii. Lifting of 500 MT of rice for **Lesotho**, 500 MT of rice for **Zimbabwe** and 1000 MT of rice for **Namibia** from Food Corporation of India (FCI) godown, Gandhidham , Gujarat.
- iii. Transportation of 500 MT of rice to designated warehouses at **Maseru, Lesotho**, 500 MT of rice to designated godowns at **Harare, Zimbabwe** and 1000 MT of rice to designated godown at **Windhoek, Namibia** from FCI godown, Gandhidham in containers.
- iv. Unloading of 500 MT of rice at designated godowns at **Maseru, Lesotho**, 500 MT of rice at designated godowns at **Harare, Zimbabwe** and 1000 MT of rice to designated godown at **Windhoek, Namibia**.
- v. Pre-dispatch & quantity certification at FCI godown at Gandhidham between FCI and the bidder.
- vi. Joint quality & quantity certification at designated godowns at **Maseru, Lesotho, Harare, Zimbabwe and Windhoek, Namibia** by bidder with agency designated by respective governments of **Lesotho, Zimbabwe and Namibia** at the time of handing over the consignment. Cost, if any, on this account would be on bidder.
- vii. Bidder shall be responsible for survey & collection of pre-shipment sampling, quality analysis test for collected samples as per quality parameters of Food Corporation of India and submission of quality analysis report with reference to quality parameters of Food Corporation of India.
- viii. The bidder shall complete all formalities on behalf of The Ministry of External Affairs related to transit insurance covering ‘ALL RISKS’ against theft, damage, etc. Bidder shall be responsible for settling the short settlements of claims by the insurance company, if any. The Comprehensive Insurance shall be obtained by a nationalized Insurance Company only.
- ix. In the intervening period from lifting the rice from FCI Godowns till delivery at designated godowns at **Maseru, Lesotho, Harare, Zimbabwe and Windhoek, Namibia**, the bidder shall be responsible for timely fumigation of rice, if required, as per Food Corporation of India fumigation norms.
- x. The expected duration of completion of work is **Three (3) months**. However, due to certain unavoidable circumstances the work completion period may get extended beyond stipulated period. In such case, rice under the custody of bidder shall be stored and fumigated by bidder as per FCI norms.
- xi. Bidder shall be responsible for creation of shipping bill, EDI filing, required documentation for export custom clearance and coordination & communication with respective agencies to carry out export formalities.
- xii. Bidder shall be responsible for transportation of rice from FCI Godown to any Container Freight Station(CFS), repacking and stitching of damaged rice bag, if required, booking and payment of container freight and Terminal Handling Charges (THC), lifting of containers, stuffing of containers at CFS, get the container loaded on the ships and delivered at designated warehouses at **Maseru, Harare and Windhoek**. Bidder shall also be responsible for pilferage, operational losses etc., which are in excess of allowed normal standard. Recovery for such losses in excess to the claim settled by Insurance Company shall be made from running bills of the bidder equivalent to the cost of rice at FCI rates. If need arises, bank guarantee shall be invoked. and On board fumigation, if required is to be carried out by the bidder.

- xiii. Bidder shall be responsible for all documentations like-invoice & packing list, certificate of origin, shipping bill, fumigation certificate, phytosanitary certificate, BL copy, surveyor's analysis certificate. Loading will be done on no despatch and no demurrage bases at port by the bidder.
- xiv. All other works (in case not outlined above) right from lifting of rice from FCI godown at Gandhidham till its transportation and delivery at designated godowns at **Maseru, Lesotho, Harare, Zimbabwe and Windhoek, Namibia** are the responsibilities of the successful bidder. Transporter's liability ceases once the cargo has been delivered at designated godowns at **Maseru, Lesotho, Harare, Zimbabwe and Windhoek, Namibia** and received by the designated agency arranged by respective governments of **Lesotho, Zimbabwe and Namibia**.
- xv. Successful bidder/transporter has to complete the assignment in close coordination with the agency designated by respective governments of **Lesotho, Zimbabwe and Namibia** to transport the rice from FCI godown to **Maseru, Harare and Windhoek** godown.
- xvi. Transporter shall be responsible for printing of appropriate text, as provided by Ministry on each gunny bag as per the destination.
- xvii. The consignment for all three countries is to be processed independently of each other. The bidder should submit their financial bid, keeping all variables in view, as indicated above.

## 2. Prices

- 2.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 2.2. Bidders must quote the prices in INR and as per the prescribed Performa in **BOQ.xls** only. The prices quoted shall be inclusive of freight and insurance till respective destinations i.e **CIF at Lesotho, Zimbabwe and Namibia but excluding of applicable statutory government taxes in India (if any) like VAT, Service Tax etc. MEA would pay taxes as per the applicable rates as on the date of invoice.**
- 2.3. The items related to this project, being imported, if any, in **Lesotho, Zimbabwe and Namibia** from India/ third country will be exempted from payment of Custom Duty. The Government of Lesotho, Zimbabwe and Namibia/ end user on the request of successful bidder shall provide necessary Custom Duty Exemption Certificate but the custom clearance will be the responsibility of the successful bidder. No Concession Tax Form (C/D) will be given by MEA.
- 2.4. Bidder shall arrange to clear the above consignment, after following customs formalities at **Lesotho, Zimbabwe and Namibia** and shall arrange to deliver the consignment to the end user individual site(s). The cost and risk of the consignment rests with the bidder till it is delivered to the end user individual site(s).

## 3. Payments:

Payment Milestones	Description	Payment to be released by MEA to the bidder
1	On dispatch of full quantity of Rice from Indian Port for <b>Maseru, Lesotho</b>	50% of total cost approved by MEA under item no. 1 of Table in the price schedule (Annexure-IV) subject to submission of invoice alongwith supported documents.
2	On dispatch of full quantity of Rice from Indian Port for <b>Harare, Zimbabwe</b>	50% of total cost approved by MEA under item no. 2 of Table in the price schedule (Annexure-IV) subject to submission of invoice alongwith supported documents.
3	On dispatch of full quantity of Rice from Indian Port for <b>Windhoek, Namibia</b>	50% of total cost approved by MEA under item no. 3 of Table in the price schedule (Annexure-IV) subject to submission of invoice alongwith supported documents.



4	Successful delivery of full quantity of Rice at designated godown at <b>Maseru, Lesotho</b>	50% of total cost approved by MEA under item no. 1 of Table in the price schedule (Annexure-IV) on successful delivery of rice at the designated destination duly certified by our Mission in respective countries.
5	Successful delivery of full quantity of Rice at designated godown at <b>Harare, Zimbabwe</b>	50% of total cost approved by MEA under item no. 2 of Table in the price schedule (Annexure-IV) on successful delivery of rice at the designated destination duly certified by our Mission in respective countries.
6	Successful delivery of full quantity of Rice at designated godown at <b>Windhoek, Namibia</b>	50% of total cost approved by MEA under item no. 3 of Table in the price schedule (Annexure-IV) on successful delivery of rice at the designated destination duly certified by our Mission in respective countries.

#### **4. Delivery Time Lines & Penalty for delayed services**

- 4.1.** Bidder shall be responsible lifting of rice to Gandhidham FCI godown and delivery at designated godowns at Maseru, Lesotho, Harare, Zimbabwe and Windhoek, Namibia. The expected duration of completion of work is Three (3) months.
- 4.2.** Purchaser reserves the right to levy penalty @ 0.5% of Contract value per week of delay beyond the scheduled date of supply or services, provided the delay is attributed to Vendor, subject to maximum penalty of 10% of the order value. The penalties, if any, shall be recovered from Security Deposit/ Performance Bank Guarantee.
- 4.3.** MEA reserves the right to cancel the order in case the delay is more than 10 weeks..

#### **5. Jurisdiction**

The disputes, legal matters, court matters, if any shall be subject to New Delhi jurisdiction only.

#### **6. Force Majeure**

MEA 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

#### **7. Termination and Suspension :**

##### **7.1. Termination:** If the bidder:

- 7.1.1.** Shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or 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;
- 7.1.2.** 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;

**7.1.3.** Has abandoned the Contract;

**7.1.4.** despite previous warnings in writing from the MEA, 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;

**7.1.5.** offers or gives or agrees to give to any person in the MEA'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 MEA;

**7.1.6.** shall enter into a contract with the MEA'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 MEA;

**7.1.7.** has failed to deliver the said Works of any or all jobs as per the Scope within the Completion Schedule; then the MEA 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 MEA. Upon such termination the MEA may itself complete the Service or may employ any other bidder to complete the job at the risk and cost of the bidder.

## **7.2. Opportunity to remedy**

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

## **7.3. Payment after Termination due to bidder's Default**

**7.3.1.** The MEA shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the MEA 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 MEA the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the MEA and shall be recoverable accordingly.

**7.3.2.** 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.

## **7.4. Termination without bidder's Default**

MEA 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 MEA. MEA 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 MEA to the bidder in the event of such termination.

## **7.5. Suspension**

**7.5.1.** MEA 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 MEA has



directed to be suspended with immediate effect. The bidder shall continue to perform other work in terms of the Contract, which the MEA has not suspended. The bidder shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

**7.5.2.** 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.

**7.6. Rights of MEA after Termination:**

**7.6.1.** The MEA shall, on such termination of the Contract, have powers to :

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

**7.6.3.** carry out the incomplete Work by any means at the risk and cost of the bidder

**7.6.4.** Any excess expenditure incurred or to be incurred by the MEA in completing the Work or part of the Work or the loss or damages suffered by the MEA 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.

**7.6.5.** The MEA shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the MEA 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 MEA the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the MEA 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.

**8. Arbitration:**

In the event of any dispute or difference arising under this agreement or in connection therewith except as to the matters, the decision to which is specifically provided under this agreement, the same shall be referred at the instance of either party (MEA 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 drawn from the panel of arbitrator prepared by the Government of India and not below the rank of director. In this regard the Additional Secretary or above( In- charge of DPA) shall be the appointing authority. The language of the arbitration proceedings shall be in English and the place of arbitration shall be New Delhi. The Arbitration and Conciliation Act 1996 and the rules made there under with all/any modifications or amendment thereof for the time being in force shall apply to the arbitration proceedings .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.

**END OF SECTION II**

**ANNEXURE – 1**  
**PROFORMA FOR SUBMISSION OF BID**  
**(Bid Form)**

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures)

To

Section Officer (DP)  
Development Partnership Administration-II,  
Ministry of External Affairs,  
Room No.2097,'B' Wing, Jawaharlal Nehru Bhawan,  
New Delhi

This has a reference to your tender no. ....dated ..... for transportation of 500MT rice to Maseru, Lesotho and 1000 MT to Windhoek, Namibia from FCI Godown, Gandhidham, Gujarat.

1. Having examined the 'Instructions to Bidders' 'General Conditions of Contract', 'Technical Specifications', 'Schedule of Requirements' and the Proformas /Annexures for the above Bid, we the undersigned offer to supply, test and commission and guarantee the whole of the said Scope of Work in conformity with the said General Conditions of Contract and Technical Specifications for the sum mentioned in Commercial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and give our informed consent to them.
3. We undertake, if our Bid is accepted, we shall commence the supply of items/services/manpower as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract, as per the requirement of tender.
5. We have independently considered the amount shown in 'General Conditions of Contract' as per-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of **180 days** from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/confirmation given by us and your written

acceptance thereof, shall constitute a binding contract between us.

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

9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

10. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature & Name: \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorised to sign tenders for and on behalf of \_\_\_\_\_ (Name and Address)

**Witness Signature of Bidder**

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**Annexure- 1(A)**  
**Particulars of Bidders**  
**( Bidders must submit this table duly filled up & signed along with the Technical Bid)**

	Item	Details	Compliance with Tender (Yes/No)
i.	Name and Address of the Company/firm and its incorporation details		
ii.	Tender fee details.		
iii.	EMD details		
iv.	VAT/CST Service Tax number/RC details.		
v.	Custom House Agent (CHA) License		
vi.	Last three financial years annual turn over details.		
vii.	Work Experience Details		
viii.	Details of contact person to whom all references shall be made regarding this tender		

**Signature of the Bidder with name  
& Designation.**



## ANNEXURE -2

### PROFORMA OF PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

In consideration of the President of India (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 Rs..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs ..... (Rupees.....only) on demand by the Government.

2. We .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from 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 Rs..... (Rupees..... only).

3. 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.

4. We ..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of MEA, 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.

5. We .....(indicate the name of the Bank) further agree with the Government that the Government 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).

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

8. 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 Rs ..... (Rupees .....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the .....day of..... For .....

Granted by the Bank  
Yours faithfully,

**For (Name of Bank)**

Authorised signatory

**SEAL OF THE BANK**

**Annexure-3**  
**PROFORMA OF BANK GUARANTEE FOR BID SECURITY**

Bank Guarantee No. -----

Ref:

To

The Ministry of External Affairs

Jawaharlal Nehru Bhawan

23-D, Janpath, New Delhi,

PIN-110011

Dear Sirs,

Whereas the Ministry of External Affairs having its office at Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011 (hereinafter called the MEA) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India 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 Proposal Reference No. ----- and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs------(Rupees ----- Only) for the due performance of bidder's obligations as contained in the tender Document supplied by the MEA specially the conditions that (a) bidder shall keep his Proposal 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 MEA (b) the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the MEA within the required time. The bidder has absolutely and unconditionally accepted these conditions. The MEA and the bidder have agreed that Proposal submitted by the bidder is an offer made on the condition that the Proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the MEA for a period of -----days i.e. from ----- to ----- or any, extension thereof and that submission of the Proposal 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 Proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the Proposal is finally accepted by the MEA. The consideration for this separate initial contract preceding the main contract is that the MEA is not agreeable to sell the tender documents to the bidder and to consider the Proposal to be made except on the condition that the Proposal shall be kept open for the period indicated above and the bidder desires to submit a Proposal on this condition after entering into this separate initial contract with the MEA promises to consider the Proposal on this condition and bidder agrees to keep this Proposal 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 of -----having 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 Rupees all money to the extent of Rs----- (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 MEA on the bank shall be



conclusive and binding notwithstanding any difference between the MEA 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 MEA 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 MEA 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 MEA, 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 MEA 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 MEA 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 MEA that the MEA 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 MEA or any indulgence shown by the MEA 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 here in above our liability under his Guarantee is limited to Rs. ----- (Rupees ----- 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 MEA 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 MEA 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 MEA 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 MEA 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 MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim, In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this -----day of at \_\_\_\_\_ of-----at----- 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)

**BoQ**

**TABLE-A**

Signature  
Name  
Designation  
Company Seal  
Date

**Annexure V**  
**(Instruction to bidders)**

**1. INSTRUCTION FOR ONLINE BID SUBMISSION:-**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**2. REGISTRATION:-**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidders Enrollment” on the CPP Portal which is free of charge.

As part of the enrollment process, the bidders will be required to choose a unique user-name and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidders. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to mis-use.

Bidders then logs in to the site through the secured log-in by entering their user ID/ pass-word and the password of the DSC / e-Token.

**3. SEARCHING FOR TENDER DOCUMENTS:-**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**4. PREPARATION OF BIDS:-**

Bidders should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from **these may lead to rejection of**

the bid.

Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents.

These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be up-loaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS:-**

Bidders should log into the site well in advance for bid submission so that they can up-load the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidders has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidders should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Other-wise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidders). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidders, the bid will be rejected.

The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Over-all, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Sub-mission” in the portal), the portal will give a successful bid submission message & a bid summary will be

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**6. ASSISTANCE TO BIDDERS:-**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

**Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidders can get help at +91-7878007972, +91-7878007973.**