



Notice Inviting e-Tender
for
Hiring a Consultant for Procurement and Delivery of 109
Ambulances to Bangladesh on Cost, Insurance and Freight
(CIF) Basis

Date of Publishing	10.09.2020
Bid Document Download Start Date	2200 hrs on 10.09.2020
Clarification Start Date	1000 hrs on 11.09.2020
Clarification End Date	1730 hrs on 17.09.2020
Pre-bid meeting	1500 hrs on 18.09.2020
Bid Submission Start Date (Online)	1000 hrs on 25.09.2020
Bid Submission End Date (Online)	1430 hrs on 30.09.2020
Date of Technical Bid Opening(Online)	15:00 hrs on 01.10.2020

- Original Bid Security of Rs. 75,000/- in the form of a Bank Guarantee in the prescribed format or Demand Draft in favour of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" to be submitted by 1430 hrs on 01.10.2020.
- Original Tender fee of Rs. 5,000/- in the form of a Demand Draft in favour of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" to be submitted by 1430 hrs on 01.10.2020.
- Original copy of Bid Security and Tender Fee in Physical is to be submitted to SO(DPA-III), Room No. 3119, B Block, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, failing which the bid shall not be considered.
- Manual Bids shall not be accepted. The bid shall be submitted online only at Central Public Procurement Portal Website i.e. <http://eprocure.gov.in/eprocure/app>.

**Development Partnership Administration-III
Ministry of External Affairs
Jawaharlal Nehru Bhawan, 23-D, Janpath,
New Delhi – 110011**

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**Ministry of External Affairs
Development Partnership Administration**

Notice Inviting e-Tender

Tender No. DPA-III/205/02/2020/1

Subject: Notice Inviting e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis.

On behalf of the President of India, Ministry of External Affairs (MEA) invites e-tender from eligible Consultancy Firms to provide Consultancy Services to the Ministry of External Affairs for procurement and delivery of 109 Ambulances to the Government of Bangladesh on Cost Insurance and Freight (CIF) Basis.

2.0 Government of India has decided to supply 109 Basic Life Support (BLS) ambulances to the Government of Bangladesh. These ambulances are proposed to be procured through open tendering. Consultancy services are required for assisting MEA in finalizing technical specifications of the vehicle and medical equipment. List of locations in Bangladesh where these ambulances are to be supplied is enclosed as Annexure-I. After selection, the Consultant shall coordinate with these hospitals and will recommend specifications of the vehicle and medical equipment based on the requirement of Bangladesh along with detailed cost estimates. Consultant shall prepare and submit draft tender document to MEA, assist MEA in bidding process including bidder's queries, carry out evaluation of technical and financial bids and submit recommendations for placement of purchase order on shortlisted bidder along with draft Purchase Order. The Consultant shall also be responsible for co-ordination between MEA and supplier to ensure smooth delivery of ambulances to these hospitals including recommendation for issuing Dispatch Clearance Certificate (DCC) to supplier on submission of required documents; for monitoring of delivery of ambulances to the beneficiaries; training by the supplier to local staff; and monitoring during warranty period. The Consultant should have proven experience of providing Consultancy services for procurement of medical equipment and/or ambulances as stipulated under eligibility conditions.

3.0 Interested Indian Consultants may submit their bids as per the tender document along with requisite tender fee and Bid Security. The tender document can also be

downloaded from MEA website <http://www.mea.gov.in> or Central Procurement Portal <http://eprocure.gov.in>.

4.0 Two bid system (Technical and Financial), as detailed in the tender document shall be followed in this tender. In this system, 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. 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.

5.0 Pre bid conference: A Pre bid conference for queries and clarifications on the tender document will be held **at 1500 Hrs on 18.09.2020** in Conference Hall, Ground Floor, C-Block, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi. Bidders, willing to attend the pre-bid conference, are requested to convey their contact details to MEA latest by **1730 hrs on 17.09.2020** so that necessary arrangements could be made. Details are to be conveyed through email to sodpa1@mea.gov.in or dirdpa@mea.gov.in. Queries could also be conveyed in advance, though e-mail, to MEA prior to pre-bid conference.

6.0 The Ministry of External Affairs reserves the right to accept or reject any / all bids without assigning any reason whatsoever.

7.0 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>.

Director(DPA)

Subject: e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis

1.0 Background:

The Government of India has decided to supply 109 basic Life Support (BLS) ambulances to Bangladesh.

2.0 Objective:

The present tender is for inviting techno-commercial bids for Consultancy Services to facilitate vendor management for procurement, supply and delivery of 109 BLS ambulances to different health centres/hospitals in Bangladesh. List of such hospitals/health centres is given as Annexure-I. After selection, the Consultant shall coordinate with these hospitals and will recommend specifications of the vehicle and medical equipment based on the requirement of Bangladesh along with detailed cost estimates. Consultant shall prepare and submit draft tender document to MEA, assist MEA in bidding process including bidder's queries, carry out evaluation of technical and financial bids and submit recommendations for placement of purchase order on shortlisted bidder along with draft Purchase Order. The Consultant shall also be responsible for co-ordination between MEA and supplier to ensure smooth delivery of ambulances to these hospitals including recommendation for issuing Dispatch Clearance Certificate (DCC) to supplier on submission of required documents; for monitoring of delivery of ambulances to the beneficiaries; training by the supplier to local staff; and monitoring during warranty period. The Consultant should have proven experience of providing Consultancy services for procurement of medical equipment and/or ambulances as stipulated under eligibility conditions.

Part-II - Scope of Work for the Consultant

3.0 Terms of Reference:

The Consultant will have to provide consultancy services for procurement of 109 BLS Ambulances fitted with suitable medical equipment to Bangladesh. The brief description of work is as follows:

- i. Review MEA's requirements and evolve suitable strategy for procurement of ambulances.

- ii. Coordinate with various hospitals/health centres as given in Annexure-I to assess their requirement of medical equipment to be fitted in ambulances.
- iii. Assess the type of vehicle suitable for ambulances to be used in Bangladesh as per prevalent local norms and codes.
- iv. Assess the availability of after sale service support for the vehicle and medical equipment fitted in the ambulance.
- v. Assess the requirement of consumable and spare parts for vehicles.
- vi. Assess the requirement of consumable and spare parts for medical equipment
- vii. Undertake visit to Bangladesh for assessment of requirement of Bangladesh authorities, if required or suggested by MEA.
- viii. Submit estimated costing of ambulance fitted with suitable medical equipment. All possible options with separate costings and timelines are to be submitted.
- ix. Submit estimated expenditure in detail for all medical equipment and vehicle.
- x. Preparation of draft tender document complying provisions of General Financial Rules-2017 of Government of India for procurement of ambulances for MEA's approval.
- xi. Assist MEA in tendering process including replies to pre-bid queries, contacting prospective bidders to ensure wider participation, evaluation of technical bids and financial bids.
- xii. Submit recommendation to MEA for placement of purchase order on shortlisted bidder along with draft purchase order.
- xiii. Coordinate with supplier for timely delivery and issuing Dispatch Clearance Certificate.
- xiv. On-site inspections of the ambulances before dispatch and submission of inspection report to MEA.
- xv. Scrutiny of payment claims received from the supplier and submission of the same to MEA along with suitable certificate for payment.
- xvi. Coordination with High Commission of India in Dhaka and authorities in Bangladesh for facilitating various duty exemptions to the supplier.
- xvii. Coordination with various hospital authorities in Bangladesh to ensure timely delivery of ambulances along with all documents related to vehicle and medical equipment.
- xviii. Visit to Bangladesh, if required or suggested by MEA, for coordination with various end-user in Bangladesh for suitable training on operations of ambulances.

4.0 Deliverables:

4.1 Project Report: The Consultant shall coordinate with concerned authorities in Bangladesh to assess their requirement of medical equipment and type of vehicle which could be supplied following the local norms and codes. Consultant may require to visit Bangladesh for assessment of the actual requirements of various end-users. After assessment, Consultant will submit a Project Report to MEA indicating type of medical equipment and type of vehicle suitable for Bangladesh along with their technical specifications, cost estimates and timelines for procurement. After sales support of medical equipment and ambulance vehicle in Bangladesh is to be kept into mind while submitting the report to MEA. This report should be submitted within 21 days of placement of order on the consultant.

4.2 Tender Document: The Consultant will assist MEA in calling tender(s) for procurement of the ambulances finalized by MEA. Consultant shall prepare tender document, get it vetted by MEA, arrange to publish Notice Inviting Tender (NIT) in newspaper either directly or through MEA, assist MEA in evaluation of Technical and Financial bids and award of work to successful supplier. The Consultant will have to submit draft tender document (for approval of MEA) along with the Project Report, which is to be submitted within 21 days from the date of letter to award issued by MEA to consultant. The specifications of the vehicle and medical equipment proposed in the draft tender document should be generic in nature and MEA, at its discretion and without any extra cost, may ask the Consultant to get the specifications vetted by Ministry of Health, GoI or by any one of government hospitals like AIIMS, Safdarjang Hospital, etc.

4.3 Progress Reports: The Consultant will submit interim progress report on a regular basis to designated official(s) nominated by MEA. The designated officer so nominated will also act as the counterpart to provide the necessary support to the Consultant. MEA will have the right to depute its representative to ascertain the progress of work at site.

4.4 Pre-shipment inspection of ambulances: The Consultant shall inspect ambulances before dispatch and will submit a certificate to MEA that the same are as per the technical specifications prescribed in the tender document.

-END of PART II-

Part-III - Instructions to Bidders

5.0 Eligibility Requirements:

- i. The bidder shall be an Indian Company registered with the Registrar of Companies under Companies Act 1956 or a PSU owned by GoI. The Company/PSU must be in existence for the last 7 (seven) years [as on 31st March 2020] and have ample experience in providing consultancy services to Central/State Government owned projects/hospital. The Company/PSU will provide proof of incorporation. 'Memorandum of Article of Association' of the Company/PSU to be submitted along with the bid.
- ii. The bidder shall have minimum average annual turnover of Rs. 32.70 lakh during the last three audited financial years [FY 2016-17, 2017-18 and 2018-19]. Audited Balance Sheets for these three financial years shall be enclosed as supporting document.
- iii. The bidder must have provided Consultancy Services to Central/State Government or its hospitals for procurement of medical equipment and/or ambulances. The amount of consultancy fee received by the bidder should be minimum (i) Rs. 26.16 lakh for one such work; or (ii) Rs. 16.35 lakh for two each such works; or (iii) Rs. 13.08 lakh for three each such works, during last seven years ending on 31 March 2020.
- iv. The bidder shall supply documentary evidence/verifiable reference (name, address, telephone number, website address and email ID) of the customer(s) referred to in clause 5.0-iii above for enabling assessment of the performance with a certification from the customer or other evidence of the quality of work executed.
- v. The bidder should not be black listed by any Government entity in India.

6.0 Contents of the bid

Bidders are expected to examine all instructions, terms & conditions and Statement of deliverables etc. in this tender document. Failure to furnish all information required or submission of a Bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in the rejection of the Bid.

7.0 Pre Bid Conference for queries on the tender Document

A Pre bid conference for queries and clarifications on the tender document will be held at **1500 Hrs on 18.09.2020** at Conference Hall, Ground Floor, C Block, Jawaharlal

Nehru Bhawan, 23-D, Janpath, New Delhi. 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 **1730 hrs on 17.09.2020** so that necessary arrangements could be made. Details are to be conveyed through email to **sodpa1@mea.gov.in** or **dirdpa@mea.gov.in**. Queries also to be conveyed in advance, though e-mail, to MEA prior to pre-bid conference.

8.0 Amendment of tender document:

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 Consultant, modify the tender Document by issuing an amendment. Also, in order to provide prospective 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 should 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.

9.0 Bid Security:

All the bids must be accompanied by a bid security of **Rs. 75,000/-** (Rupees one lakh fifty thousand 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-VI. The bid security of unsuccessful bidders shall be returned after opening of Financial Bids. Bid security shall be forfeited if a bidder withdraws from the tendering process after opening of technical bids. Bid Security of successful bidder shall be returned after submission of Performance Guarantee as per clause-10.0. Physical copy to be submitted to SO(DPA-III), Room No. 3119, B Block, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, failing which the bid shall not be considered.

10.0 Performance Guarantee:

The successful bidder will be required to submit performance guarantee in the form of Fixed Deposit Receipt (FDR) /Bank Guarantee (Annexure-III) of an amount equivalent to 10% of the Consultancy Fee quoted by the Consultant within seven days of issue of acceptance letter. The performance guarantee shall be valid initially for a period of 12 months from the date of submission. Performance Guarantee shall be released after 60 days of dispatch of the fully equipped ambulances but, in case of delay in dispatch of the ambulances, validity of the Performance Guarantee shall be extended suitably to cover the period upto 60 days beyond dispatch of ambulances. The Performance Guarantee shall be forfeited in case the successful bidder fails to provide the consultancy services to the satisfaction of MEA or fails to extend the validity suitably in case of delay in dispatch of the ambulances. If the Consultant is not able to procure the ambulances in the stipulated delivery period, MEA reserves the right to cancel the contract. In that case the Performance Guarantee shall be forfeited. If the PG is submitted in the form of Bank FDR, then no interest shall be payable to the bidder. The interest earned, if any, shall be deducted and FDR returned to the bidder after all contractual obligations.

11.0 Cost of Bid:

The Consultant shall bear all costs associated with the preparation and submission of their bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the MEA. MEA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12.0 Procedure for Submission of bid

12.1 The two bid system system (Technical and Financial) shall be followed for this tender. In this system the bidder shall submit 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 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.

12.3 The technical bids shall be opened on the appointed date at 1500 hrs. 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;

12.4 The Ministry reserves the right to reduce or increase the number of ambulances proposed to be procured;

12.5 All documents submitted shall be numbered and self-attested with the seal of the bidder;

12.6 The Consultancy Fee quoted in terms of percentage of cost of fully equipped ambulances shall be firm and no discount, free services/offers quoted shall be considered. Statutory taxes such as Service tax, etc. would be paid extra as per actuals;

12.7 This tender is not transferable;

12.8 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

12.9 The Ministry reserves the right to reject one or all of the bids without assigning any reason;

12.10 The online bids (complete in all respects) must be uploaded online in two covers (Technical and Financial Bids) as explained below :

12.10.1 Envelope No.1 "Technical Bid" : The following documents are to be uploaded online in **.pdf** format

S. No.	Document	File Type
i.	Bid Security of Rs. 75,000/- (Rs. Seventy Five Thousand Only) (scanned copy) and Bank Details (certified Copy)	.pdf
ii.	Memorandum of Article of Association	.pdf
iii.	Certificate of Incorporation [The Company/PSU must be in existence for the last 7 (seven) years (as on 31 st March 2020)]	.pdf
iv.	Power of Attorney /General Power of Attorney or authorization certificate to the person signing the bid document on behalf of the bidder	.pdf
v.	List of all Key officials to be deputed on the project as per eligibility requirement	.pdf
vi.	Turnover Certificate for FY 2016-17, 2017-18 and 2018-19 duly certified by CA/CS	.pdf
vii.	Audited Balance Sheets of last three years i.e. FY 2016-17, 2017-18 and 2018-19 duly certified by CA/CS	.pdf
viii.	GST Registration Certificate/Details	.pdf

ix.	Details of past experience as defined under eligibility requirements	.pdf
x.	Duly filled and signed Statement of Applicant (Annexure-IV)	.pdf
xi.	Duly filled and signed Bid-Form (Annexure-V)	.pdf
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
xiii.	Any other information, documentary evidence in support of suitability of the offer	.pdf

12.10.2 Envelope No.2 "Financial Bid": Consultancy Fee to be quoted in terms of percentage of total cost of fully equipped ambulances in the prescribed Performa at Annexure-II with bidder's digital signature.

12.11 Bidders are advised to follow the instructions provided in the '**Instruction to bidders for online tender**' specified at Annexure-VII of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender;

12.12 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.**

12.13 Bidders not submitting any of the required documents online will be summarily rejected;

12.14 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal;

12.15 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;

12.16 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;

12.17 The original hard copy of **Bid Security** of Rs. 75,000/- (Rs. seventy five Thousand only) in the form of a Bank Guarantee in the prescribed format or Demand Draft / Pay Order in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi" **and** Tender Fee of Rs. 5000/- (Rs. Five Thousand Only) in the form of Demand Draft / Pay Order in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi" are also required to be submitted in a sealed envelope superscribed as "Tender

Fee and Bid Security in connection with tender for providing consultancy services for Procurement of Ambulances for Bangladesh” latest by 1430 hrs on the last date of submission of bids to SO(DPA-III), Room No. 3119, B Block, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, failing which the bid shall not be considered.

12.18 Important Dates:

Date of Publishing	10.09.2020
Bid Document Download Start Date	2200 hrs on 10.09.2020
Clarification Start Date	1000 hrs on 11.09.2020
Clarification End Date	1730 hrs on 17.09.2020
Pre-bid meeting	1500 hrs on 18.09.2020
Bid Submission Start Date (Online)	1000 hrs on 25.09.2020
Bid Submission End Date (Online)	1430 hrs on 30.09.2020
Date of Technical Bid Opening(Online)	15:00 hrs on 01.10.2020

13.0 Authorized Signatory

The Consultant as used in the tender shall mean the one who has signed the tender document forms. The Consultant should be the duly Authorized Representative of the bidder, for which a certificate of authority will be submitted. 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. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Consultant / Consultancy Firm shall be annexed to the bid. MEA may reject outright any bid not supported by adequate proof of the signatory’s authority. The Consultant should indicate their contact details in the offer.

14.0 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 in presence of bidders representative, if available, in Room No. 3119, B Wing, Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110011.

14.2 Bid received without Bid Security and Tender Fee in Physical Forms will be rejected straightaway.

14.3 A duly constituted committee will evaluate eligibility criteria of bidders.

14.4 Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

14.5 It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

14.6 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 (Preferably by E-mail)

14.7 The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;

14.8 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

14.9 Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

14.10 No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the Bid Security submitted by the firm will be forfeited;

14.11 Bids, complying with all the requirements mentioned under Clause 5 and Clause-12.4 of the tender document shall be treated as substantially responsive bids. Financial bids of all those bidders shall be opened who are found to be substantially responsive and work shall be awarded to the L-1 Consultant.

14.12 Consultant should quote their fee in prescribed proforma only. Quotes in other format may be rejected by MEA.

15.0 Partial Offers

Bids offering consultancy for partial requirements would be summarily rejected.

16.0 Misrepresentation of facts:

If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge, MEA shall have the right to reject the bids or terminate the contract, as the case may be, without any compensation to the bidder.

17.0 Confidentiality

The Consultant recognizes that as a result of the receipt of this tender and participation in this tender process, the team will have access to and / or utilize information which is confidential and proprietary.

For the purposes of the remainder of this document, the term "Confidential Information" shall include all types and varieties of data, information, facts or opinions, whether in written, verbal or electronically encoded forms, which are created, developed, received or utilised as a result of its involvement with this tender.

The Consultant agrees to hold all such Confidential Information in the highest trust and will not divulge, disclose, distribute, release, confirm or otherwise disseminate any such Confidential Information other than that which is required in the presentation of its bid, without the express written permission of the MEA.

In the event that the Consultant has any questions regarding the application of this confidentiality / non-disclosure agreement, the Consultant agrees to consult with the MEA in writing prior to divulging, disclosing, distributing, releasing, confirming or otherwise disseminating any such Confidential Information and to abide by the directions given.

The Consultant agrees to return all such Confidential Information to the MEA upon the completion of its involvement in the tendering process.

-END of PART III-

Part-IV – Payment Terms

18.0 Payment: Consultancy Fee would be paid to the Consultant as per the following milestones:

S. No.	Milestone	Payment
1.	On submission of project report along with draft tender document	30% of approved C. Fee
2.	On Placement of purchase orders on selected supplier	40% of approved C. Fee
3.	On completion of delivery of all ambulances and certification of High Commission of India in Dhaka towards successful delivery of ambulances to all beneficiaries of Government of Bangladesh	30% of approved C. Fee

18.1 No advance or pro-rata payment at any stage of the project shall be paid to the Consultant.

18.2 TDS as applicable shall be deducted from the invoices and MEA shall issue the necessary certificates to this effect. In case Consultant submits the exemption certificate, then TDS shall not be deducted.

18.3 All statutory taxes like service tax, etc. shall be paid extra as per actuals. Statutory variation in taxes & duties and/ or imposition of any new tax/ duty after the effective date of contract shall be to MEA's account. However, Consultant has to inform along with notification of changes in duties and taxes, if any, well in advance to the MEA.

18.4 The Consultant shall be deemed to have satisfied itself as to all technical, commercial, social and general condition of and all circumstances affecting the Site and the Works, the form and nature of the Site, the extent and nature of the work and materials necessary for the carrying out and completion of the Works, the means of communication with and transportation and access to the Site, the accommodation it may require and in general all risks and contingencies influencing or affecting the Works. The Consultant shall not, except as expressly provided in this Contract, be entitled to any extension of the Completion Schedule or to any adjustment of the Contract Price on grounds of misinterpretation or misunderstanding of any such matter.

18.5 The agreed rates are inclusive of all incidental/miscellaneous expenses incurred including cost of visits in order to discharge the contractual obligations.

Part-V – Other Conditions

19.0 Liquidated Damages (LD) for Delays

The time allowed for carrying out the work as per the work order shall be strictly observed by the Consultant and shall be reckoned from the date on which acceptance of offer to commence work is given to the Consultant. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Consultant shall pay as **LD an amount equal to 0.5 % (one half percent) of the total value of Consultancy Fee for every week or part thereof** if it fails to undertake visit finalized by the Ministry; to submit Consultancy report and Draft tender document within stipulated time period; to invite bids on behalf of MEA; and any other task(s) conveyed, in writing, by MEA in respect of the procurement process. The entire amount of compensation to be paid under the provisions of this clause shall not exceed 5 percent of the total Consultancy fee.

20.0 Force Majeure

- i. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21.0 Arbitration:

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement

including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, which cannot be settled amicably between the parties within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such disputes or disagreement exists, shall be referred to be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force. The award made in pursuance thereof shall be binding on the parties. 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.

The place of Arbitration shall be at New Delhi. The language to be used in the proceedings shall be English. Each party shall bear and pay its own cost of the proceedings unless the Arbitrator otherwise decides in the Award. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful."

22.0 Ownership:

- i) The MEA shall acquire the sole and exclusive right to the use of any or all, documents, presentations, analysis, know-how achieved by the Consultant during the execution of this Contract.
- ii) Any and all parts like drawing, documents, presentations etc. furnished by the MEA and processed by the Consultant or his Sub-Contractor shall at all times prior to, during and subsequent to manufacturing be and remain sole and exclusive property of the Purchaser/MEA.

23.0 Consultant's Code of Conduct

The Consultant:

- Shall ensure compliance to all governmental norms local & international on Statutory Compliances such as, Environmental Protection, Minimum Wages, Child Labour, Anti Bribery, Corruption, Health & Safety etc.
- Shall follow all environmental, Health & Safety and other operational policies of the Company while executing the work under this agreement/ contract at the Company's site.

- Shall not take any recourse to any unethical behavior (implicit or explicit) with any employee of the MEA for the purpose of obtaining any order or information that may result in a favorable financial impact. More specifically:
- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage. No Consultant, or its representatives or employees, shall offer to any employee of MEA a kickback, favour, gratuity, or anything of value to obtain favourable treatment or for advancement of business.
- Shall not take any advantage of any family/social/ political connections in obtaining favour with regard to any order. Merit shall be the sole attribute for association with the MEA.
- Shall not offer any gift or entertainment for the purpose of obtaining any order or any undue favour (also refer to the Gift Policy of the MEA which is uploaded on the company's website)
- Shall forthwith report any unethical activity or discrimination if practiced by any the MEA employee/ other suppliers as per the MEA Whistleblower Policy (uploaded on the company's website)
- Shall desist from any unfair trade practices with your competitors which are also associated with the MEA
- Shall protect/ not in-fringe with any the MEA intellectual property/ information/ technology which comes to your knowledge during the course of your relationship/ business dealings with the MEA.

24.0 Codes and Language to be used:

All technical services to be rendered under the Contract shall be executed in the manner set out in this Contract and in accordance with the best trade/ engineering practices judged by the International standards. Wherever the codes are not mentioned, best International Standards shall be followed with the approval of MEA. Any deviation from standard shall need the approval in writing by MEA, and in such matters, MEA shall be the sole authority. The English language shall be the language to be used in all correspondence, instructions, drawings, specifications, catalogues, brochures, pamphlets, documents and any other data to be given.

25.0 Deployment of Manpower:

Consultant shall deploy the required manpower to carry-out the job. Consultant will be responsible for all administrative, legal and financial matter of its employees and MEA will not responsible for their acts or dues in any manner. The MEA, however, may direct the consultant to replace the deployed manpower without assigning any reasons.

26.0 Correspondence with MEA:

Any contractual notice, report, certificate or other communication to be given to the MEA shall be served by sending the same by electronic mail/facsimile transmission (with a confirmation copy by couriers or by hand delivery only in case of major issues relating to the order, viz. Notices of Tests, arbitration, making a claim, termination etc.) to, or by leaving the same at, the addresses as may be specified for that purpose in writing to the Consultant and upon obtaining proper receipt of the same.

27.0 Termination and Suspension:

27.1 Termination: If the Consultant:

- a) shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- b) 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;
- c) Has abandoned the Contract;
- d) 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;
- e) 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;

f) 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;

g) 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 Consultant and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the Consultant 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 Consultant to complete the job at the risk and cost of the Consultant.

27.2 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 Consultant 30 (thirty) days prior notice of its intention to terminate the Contract, during which period the Consultant shall have failed to remedy or to take all reasonable steps to commence the remedy of the default.

27.3 Payment after Termination due to Consultant's Default

The MEA shall not be liable to make any further payments to the Consultant 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 Consultant as at the date of termination exceeds the total amount which would have been payable to the Consultant for the execution of the complete services, the Consultant shall upon demand, pay to the MEA the amount of such excess. Any such excess shall be deemed a debt due by the Consultant to the MEA and shall be recoverable accordingly.

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

27.4 Termination without Consultant'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 Consultant 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 Consultant the cost incurred by the Consultant 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 Consultant in the event of such termination.

27.5 Suspension:

a) The MEA may suspend the work in whole or in part at any time by giving Consultant 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 Consultant shall stop all such work, which the MEA has directed to be suspended with immediate effect. The Consultant shall continue to perform other work in terms of the Contract, which the MEA has not suspended. The Consultant shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

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

27.6 Rights of MEA after Termination:

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

b) carry out the incomplete Work by any means at the risk and cost of the Consultant.

c) 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 Consultant on any account and if such money is not sufficient, the Consultant shall be called upon in writing to pay the same within 30 days.

d) The MEA shall not be liable to make any further payments to the Consultant 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 Consultant as at the date of termination exceeds the total amount, which would have been payable to the Consultant for the execution of the Works, the Consultant shall upon demand, pay to the MEA the amount of such excess. Any such excess shall be deemed a debt due by the Consultant to the MEA and shall be recoverable accordingly. If there is no such excess the Consultant 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 Consultant as on the date of termination.

ANNEXURE-I

Subject: e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis.

List of Hospitals and Advanced Health Centres in Bangladesh

S. No	Details of Beneficiary	No of Ambulances
1	Chittagong City Corporation	4
2	DC Comilla	2
3.	Raozan Upazilla in Chittagong	1
4.	Sylhet MAG Osmani Medical College Hospital	4
5	Sunamganj Pourashava, Dist Sunamganj	2
6	Khulna City Corporation (KCC)	5
7	Barishal City Corporation (BCC)	4
8	Satkhira Municipality (SM)	5
9	Chalna Paurashava/ Municipality (CP)	2
10	Mongla Port Municipality (MPM)	5
11	Burhanuddin Paurashava/ Municipality (BM)	5
12	Rangpur City Corporation	3
13	Rajshahi City Corporation	3
14	Rajshahi University	1
15	Bogura Municipality	2
16	Kushtia Municipality	2
17	Dinajpur Municipality	2
18	Chapainawabganj Municipality	2
19	Pabna Municipality (PM)	2
20	Pabna University of Science & Rajshahi	1
21	Chuadanga Municipaloity	2
22	Panchagarh Municiplaity	2

23	Natore Municipality	2
24	Lalmonirhat Municipality	2
25	For Rohingya Camps	34
26	Dhaka North City Corporation	5
27	Dhaka South City Corporation	5
Total ambulances		109

Note: The above-mentioned list is indicative may undergo change during execution.

ANNEXURE-II**Financial Bid Form****Subject: e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis**

The undersigned Firm/Company, having read and examined in detail all terms and conditions of the tender document in respect of e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis, do hereby express their interest to undertake the works as specified in the tender document at the following Consultancy fee:

S. No.	Item Description	Consultancy fee as lumpsum charges in INR	
		(in figures)	in words
1	For providing Consultancy support to MEA for procurement of 109 fully equipped Basic Life Support (BLS) ambulances as per scope of work		

Note:

- a) GST shall be paid extra as per actuals.
- b) In case of any discrepancy in price quoted in figures and words, the price quoted in words will be treated as final.
- c) Bidder quoting lowest consultancy shall be the L-1 bidder.

Signature
Name
Designation
Company Seal
Date

ANNEXURE-III

Form of Performance guarantee / Bank guarantee bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweenand (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 do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding 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 further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly 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 tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), 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 theday of..... For

(Indicate the name of the Bank)

ANNEXURE-IV**STATEMENT OF APPLICANT****Subject-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis**

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

Place:

(Name & Signature of Authorized Representative)

Date:

ANNEXURE-V**Bid Form**

**The Director(DPA)
Ministry of External Affairs
Room No. 3121, B Wing
Jawaharlal Nehru Bhawan
23-D, Janpath, New Delhi-11**

Subject: e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis

The undersigned Firm/Company, having read and examined in all details of the tender document for Consultancy Support for Procurement of 109 fully equipped BLS as specified in the scope of work, confirms the following details.

Correspondence details:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	Mobile No. of the contact person	
8	E-mail of the contact person	
9	Fax No.(with STD code)	

Documents forming part of bid

We have enclosed the followings: -----
[Details to be provided by the bidder]

- 1.
- 2.

We hereby declare that our bid is made in good faith and the information is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully

(Signature of the bidder / authorised representative)

Name:
Designation:
Seal:

Date:
Place:

Witness:

Signature
Name
Address
.....
Date

ANNEXURE-VI

Subject: e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis

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 "Consultant" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted bid Reference No. ----- and Consultant having

agree to furnish as a conditions precedent for participation in tenderdocument as unconditional and irrevocable bank guarantee of Rs------(Rupees -----

----- Only) for the due performance of Consultant's obligations as

contained in the tender Document supplied by the MEA specially the conditions that (a)

Consultant shall keep his Bid open for a period of day i.e. from ----- to -----

----- or any extension thereof, and shall not withdraw or modify it in a manner not

acceptable to the MEA (b) the Consultant will execute the contract, if awarded, and shall

furnish performance guarantee in the format prescribed by the MEA within the required time.

The Consultant has absolutely and unconditionally accepted these conditions. The MEA and

the Consultant have agreed that bids submitted by the Consultant is an offer made on the

condition that the bid, if submitted would be kept open in its original form without variation or

modification in a manner not acceptable to the MEA for a period of -----days i.e. from -----

----- to ----- or any, extension thereof and that submission of the Bid itself shall be

regarded as an unconditional and absolute acceptance of the conditions, contained in the

tender document. They have further agreed that the contract consisting of tender document

and submission of the bid as the ACCEPTANCE shall be a separate contract distinct from the

contract which will come into existence when the bid is finally accepted by the 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 Consultant and to consider the bid to be

made except on the condition that the bid shall be kept open for the period indicated above

and the Consultant desires to submit a bid on this condition after entering into this separate

initial contract with the MEA promises to consider the bid on this condition and Consultant

agrees to keep this bid open for the required period. These reciprocal promises form the

CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name

of Bank) under the laws 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 Consultant and any such demand made by the MEA on the bank shall be conclusive and binding notwithstanding any difference between the MEA and the Consultant 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 Consultant 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 Consultant.

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 Document 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 Consultant. 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 Consultant 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 Consultant 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)

Annexure VII

Subject: e-Tender for hiring a Consultant for Procurement and Delivery of 109 Ambulances to Bangladesh on Cost Insurance and Freight (CIF) Basis

Instruction to bidders for online bidding

1. Instructions 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

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique user-name and assign a password for their accounts.
- iii. 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.
- iv. Upon enrolment, 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.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder 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

- i. 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.

ii. 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.

iii. The bidder 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

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

ii. 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.

iii. Bidder, 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.

iv. 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

i. Bidder 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. Bidder will be responsible for any delay due to other issues.

- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as “offline” to pay the tender fee and Bid Security applicable and enter details of the instrument.
- iv. Bidder should prepare the Bid Security 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.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are requested to submit their Financial Bid as per Annexure-II.
- vi. 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.
- vii. 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.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bids (i.e. 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.
- x. 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

- i. 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.

ii. 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.
