



सत्यमेव जयते

**Government of India
Ministry of External Affairs**

Tender for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port

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

(Development Partnership Administration-III)

Notice Inviting Tender

Tender No.DPA-III/239/07/2017/Vol.II/01

Subject: Tender for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port

On behalf of the President of India, The Ministry of External Affairs (MEA) invites bids from eligible for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port for handing over the consignment at Kandla port to designated shipping line.

2.0 The bidder shall lift the wheat from designated FCI godowns in Gandhidham, load & transport wheat to his warehouse, unload, store it till notification from the Afghan transporter for lifting of containers from Kandla port, pick the empty containers from Kandla port or as notified by the Afghan transporter and carry to his warehouse where wheat has been stored. Stuffing of wheat bags in empty containers will be undertaken by Afghan side. After stuffing, transporter will arrange for necessary certifications, fumigation, sealing of containers and transport the loaded containers to Kandla port for handing over to Afghan Shipping line as per notification received from the Afghan transporter. The bidder should have proven experience of handling and transportation of food grains.

3.0 Interested and eligible Indian Agencies may submit their bids as per the tender document along with requisite tender fee and Bid Security.

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 30.07.2019** 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 29.07.2019** 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 are also to be conveyed in advance, through 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)

Tender for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port

1. Background:

The Government of India is supplying 75,000 MT of wheat to the Government of Afghanistan.

2. Scope of Work:

- i. Lifting/loading of wheat from Food Corporation of India (FCI) godown, Gandhidham (FSD Gandhidham & SPG Gandhidham), Gujarat. 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.
- ii. Joint quality & quantity certification at FCI godown at Gandhidham between FCI and the bidder.
- iii. Transportation of 75,000 MT of wheat packed in double gunny bags from FCI godown, Gandhidham to bidder's warehouse. Supplies by FCI would be in batches as mutually planned by the bidder and FCI based on the schedule notified by the Afghan transporter. At no point in time, there would be any delay on part of bidder to lift the required quantity.
- iv. FCI would provide the wheat in batches. To ensure speedy delivery to Afghan Agency/shipping line, the bidder would have to lift the sufficient quantity of wheat from FCI godown in advance and store it till notification from Afghan transporter. Therefore, sufficient storage facility (at least for 25,000 MT of wheat) at bidder's warehouse during the entire operation period is required. Wheat bags would be stuffed by Afghan side in the metal containers at bidder's warehouse.
- v. Picking of empty metal containers from the Kandla port (or the other place as notified by Afghan transporter) and transport the same to bidder's warehouse where wheat bags have been stored.
- vi. Necessary fumigation as per FCI norms, survey by third party Inspection Agency before sealing of containers, necessary certification and inspection by the concerned authorities and sealing of the containers after/during stuffing of packed wheat in metal containers.

- vii. Arranging Phyto-sanitary and "Country of Origin" certificate from the concerned authorities as directed by the Afghan transporter.
- viii. Transportation of sealed metal containers, loaded with wheat bags, to Kandla Port container yard as notified by Afghan transporter.
- ix. Completion of all formalities on behalf of The Ministry of External Affairs related to transit insurance covering 'ALL RISKS' against theft, damage, loss etc. Bidder shall be responsible for settling the short settlements of claims by the insurance company, if any. The Comprehensive Insurance shall be obtained from an Indian Nationalized Insurance Company only.
- x. Proper handling of wheat beginning from lifting the same from FCI godown, Gandhidham till the same is handed over to Afghan transporter at Kandla port.
- xi. In the intervening period from lifting the wheat from FCI Godowns to sealing of containers, the bidder shall be responsible for timely fumigation of wheat at his warehouse as per Food Corporation of India fumigation norms, if required.
- xii. The expected time of completion of work is six (6) months from the date of issuance of Letter of Acceptance by MEA. However, due to certain unavoidable circumstances the work completion period may get extended beyond stipulated period. In such case, wheat under the custody of bidder shall be stored and fumigated by bidder as per FCI norms.
- xiii. Bidder shall be responsible for creation of shipping bill, EDI filing, required documentation for export custom clearance and coordination with Afghan Agency or their shipping line to carry out export formalities.
- xiv. Bidder shall also be responsible for pilferage, operational losses etc. 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 wheat at FCI rates. If need arises, bank guarantee shall be invoked.
- xv. Bidder shall be responsible for all documentations like-invoice & packing list, certificate of origin, fumigation certificate, phyto-sanitary certificate, health certificate, BL copy, etc.
- xvi. All other works (in case not outlined above) right from lifting of wheat from FCI godown at Gandhidham till transportation up to Kandla port for handing over sealed containers with custom cleared documents to the shipping line notified by the Afghan transporter. Bidder's liability ceases once the containers stuffed

with wheat bags with required documents are received by the shipping line notified by the Afghan transporter.

- xvii. Timelines of six (6) months is subject to normal working conditions. The above may get changed based on event of force majeure, civil unrest, border issues, extreme weather conditions especially rainfall, act of god, terrorist attacks, or any other unforeseen circumstances, which is beyond the control of MEA. Bidder would have to reschedule their activities based on extended timelines without any extra cost to MEA.
- xviii. Successful bidder has to complete the assignment in close coordination with the Afghan agency appointed for transportation of wheat from Kandla Port to Afghanistan.
- xix. Each gunny bag delivered by FCI shall contain 50 kg of wheat. This aspect shall be checked by the bidder at the time of lifting the wheat from FCI. Bidder shall be responsible for stitching or replacing the torn gunny bags, if any, before stuffing the bags in metal containers provided by Afghan transporter.

The bidder should submit their financial bid, keeping all variables in view, as indicated above. No extra cost shall be paid towards any activity/item in case of extension in the project timelines.

3. Eligibility Requirements:

- i. The bidder shall be an Indian proprietorship /partnership Firm or an Indian Company.
- ii. The bidder shall have an average annual turnover of at least INR 6 crore or more over the last three audited Financial Years i.e. FY 2015-16, FY 2016-17 and FY 2017-18.
- iii. The bidder shall have prior technical capability and experience of handling and transportation of food grains. The bidder should have executed either (i) one government contract for transportation and handling of minimum 60,000 MT of food grains or (ii) two government contracts, each, for transportation and handling of minimum 37,500 MT of food grains or (iii) three government contracts, each, for transportation and handling of minimum 30,000 MT of food grains, during the last five years (1 April 2014 onwards). Government contract means the contracts entered with Central/State Government Ministries/Departments or Central/State Government Public Sector undertakings.
- iv. The bidder should have atleast 1,50,000 sq. feet of covered storage space for storage of wheat near Kandla port. Bidder should either be owner of such covered storage space or the same should be available with the bidder on lease prior to submission of bid.

- v. The bidder should have not been black listed by any Government entity in India.
- vi. The Bidder should have Custom House Agent (CHA) License.

4. Important Dates:

Date of Publishing	18.07.2019
Bid Document download start date	1800 hrs on 18.07.2019
Clarification Start Date	1000 hrs on 19.07.2019
Clarification End Date	1730 hrs on 29.07.2019
Pre-bid meeting	1500 hrs on 30.07.2019
Bid Submission Start Date (Online)	1000 hrs on 31.07.2019
Bid Submission End Date (Online)	1500 hrs on 13.08.2019
Date of Technical Bid Opening(Online)	1500 hrs on 14.08.2019

5. Payment Terms:-

- i. The payment to the selected bidder shall be released on Running Account (RA) bill basis submitted by the bidder where each bill (except final bill) shall be for delivery of minimum 15,000 MT of wheat to Afghan transporter. Delivery includes all activities i.e. joint quality certification, lifting from FCI godown, transportation, storage, packing, fumigation, statutory certification and delivery of wheat to Afghan transporter at Kandla port in sealed metal containers.
- ii. Along with all the bills, the bidder shall submit all the relevant documents in support of the claim to MEA.
- iii. A completion report along with relevant documents in 4 copies shall be submitted within 15 days of the scheduled completion of all the project activities.
- iv. No extra charges shall be payable for storage and fumigation of wheat if the delivery period is extended beyond the stipulated period of six months.
- v. Charges for comprehensive Insurance cover from an Indian Nationalized Insurance Co. shall reimbursed as per actual on production of necessary documents and payment of proof by the bidder.
- vi. GST shall be paid extra as per prevailing rates.

6. Variation in quantity:

MEA reserves the right to vary the quantity of wheat by 25% of the originally awarded work at the approved price. Bidder shall seek no compensation in case of such variation in the quantity.

7.0 Procedure for Submission of bid

7.1 The two bid 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.

7.2 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.

7.3 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;

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

7.6 The price quoted by the bidder shall be firm and no discount quoted shall be considered. Statutory taxes such as GST, etc. would be paid extra as per actuals;

7.7 This tender is not transferable;

7.8 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;

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

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

7.10.1 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. 6 lakh (scanned copy) and Bank	.pdf

	Details (certified Copy), scanned copy of DD of Rs. 5000/- towards tender fee	
ii.	Memorandum of Article of Association /Firm registration paper	.pdf
iii.	Certificate of Incorporation [The Company/PSU must be in existence for the last 5 (five) years (as on 31 st March 2017)]/ Firm registration papers	.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.	Documentary evidence regarding availability of covered storage (ownership document or lease agreement)	.pdf
vi.	Turnover Certificate for FY 2015-16, 2016-17 and 2017-18 duly certified by CA/CS indicating the turnover in the area of handling, storage and transportation related works	.pdf
vii.	Audited Balance Sheets of last three years i.e. FY 2015-16, 2016-17 and 2017-18 duly certified by CA/CS	.pdf
viii.	Goods & Service Tax (GST) Registration Certificate/Details	.pdf
ix.	Details of past experience as defined under eligibility requirements (verifiable reference (name, address, telephone number, website address and email ID) of the customer(s) referred to in clause 3-iii of the eligibility conditions for enabling assessment of the performance with satisfactory completion certificate(s) from the customer or other evidence of the quality of work executed are also be submitted)	.pdf
x.	Duly filled and signed Statement of Applicant (Annexure-III)	.pdf
xi.	Duly filled and signed Bid-Form (Annexure-IV)	.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.	Custom House Agent (CHA) License	.pdf

7.10.2 Envelope No.2 "Financial Bid": Bidder's price in the prescribed Performa as per Annexure-I with bidder's digital signature is to be uploaded by the bidder in .xls format.

7.11 Bidders are advised to follow the instructions provided in the **'Instruction to bidders for online tender'** specified at Annexure-VI 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;

7.12 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 except original copy of EMD and Tender Fee, will be accepted offline.**

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

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

7.15 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 the respective bidder;

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

7.17 The **original hard copy** of **Bid Security** 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 & Accounts 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 & Accounts 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 transportation of 75,000 MT of wheat" **latest by 1500 hrs on 13.08.2019 to SO(DPA-III)**, Room No. 3117, B Block, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, failing which the bid shall not be considered.

8. Evaluation of Bids:

- i. Preliminary scrutiny of the bids will be made to determine whether they are complete, required processing fee and bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids

- not conforming to such preliminary requirements will be prima facie rejected.
- ii. Bids complying with all the eligibility requirements mentioned under clause-3 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 bidder who quotes lowest Total Cost.
 - iii. Bidder should quote their price in prescribed proforma only. Quotes in other format may be rejected by MEA.
 - iv. In case of discrepancy in words and figures, the price quoted in words shall be treated as final. In case of discrepancy in Unit Price and Total Price, Unit Price shall prevail for computation of L-1 price.
 - v. Goods & Services Tax (GST) and cost of insurance from a Nationalized Insurance Company shall be reimbursed separately as per actuals. L-1 bidder would be determined on the basis of lowest Total Cost quoted for transportation of 75,000 MT quantity of wheat.

9. Cost of bid

The bidder shall bear all costs associated with the preparation and submission of its bids, 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.

10. Contents of the bid

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

11. Confidentiality

The bidder shall treat all the information provided by MEA confidential and shall also ensure the security and confidentiality of information, documents, records, software, data, reports, deliverables etc. handled during the entire work period and subsequently. The above information shall not be shared without written approval of MEA.

12. Authorized Signatory

The bidder as used in the tender shall mean the one who has signed the tender document forms. The bidder should be the duly Authorized Representative of the company/ partnership firm or proprietor, 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 company/ partnership firm or proprietor shall be annexed to the bid. MEA may reject outrightly any proposal not supported by adequate proof of the signatory's authority. The bidder should indicate their contact details in the bid.

13. Subcontracting

Subcontracting is not allowed.

14. Partial Offers

Bids offering partial services would be summarily rejected.

15. 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 proposal or terminate the contract, as the case may be, without any compensation to the bidder.

16. 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 bid document by 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 Notice Inviting Tender. **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.

17. Bid Security

All the bids must be accompanied by a bid security of **Rs. 6,00,000/- (Rs. Six lakh only)** in the form of a Demand Draft/Bank Guarantee (BG) drawn on/issued by any nationalized, scheduled bank payable at Delhi in favour of **"Pay and Accounts Officer, Ministry of External Affairs"** /Ministry of

External Affairs payable at New Delhi, valid upto 45 days beyond the validity of the bid. Proforma of Bank Guarantee for Bid Security is enclosed as Annexure-V. The bid security of unsuccessful bidders shall be returned after the process of pre qualification and opening of Financial bid(s). Bid security shall be forfeited if a bidder withdraws from the tendering process after opening of technical bids.

18. Performance Guarantee

The successful bidder will be required to submit performance guarantee in the form of Fixed Deposit Receipt (FDR) / Bank Guarantee (in the proforma provided by MEA) for a value equal to 10% of the cost approved by MEA for the work within 15 days of issue of Letter of Acceptance. The performance guarantee shall be valid up to the period of Nine (9) months from the date of submission and shall be extended suitably if the work is not completed within stipulated period of six (6) months. In any case it shall not be retained beyond 3 months from the date of completion of work after which it will be released. The Performance Guarantee shall be forfeited in case the successful bidder fails to carry out the work to the satisfaction of MEA. The Bid security of successful bidder will be returned upon their signing the agreement with MEA and furnishing of the Performance Guarantee. If the work has not been carried out within the stipulated delivery period, MEA reserves the right to cancel the contract. In that case the performance security shall be forfeited.

19. Liquidated damages(LD) for Delays

The time allowed for carrying out the work as per the work order shall be strictly observed by the bidder and shall be reckoned from the date on which work order to commence work is given to the bidder. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Bidder shall pay as **LD an amount equal to 0.5 % (one half percent) of the total cost of the work for every week or part thereof** if the work is not carried out within stipulated time as prescribed in the bid document or work order for reasons attributable to the bidder, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed **10 % of the total cost of the work**.

20. Arbitration:

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to the matter the decision to which is specifically provided under this agreement, the same shall be referred by 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 acceptable to both the parties. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding on both the parties to the agreement.

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.

21. Force Majeure

a. 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.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the bidder or such bidder's Sub contractors 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.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Financial Bid Format**Tender for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port**

The undersigned Firm/Company/ consortium, having read and examined in detail the entire tender document in respect of Tender for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port, do hereby express their interest to undertake the works as specified in the tender document at the following prices:

S. No.	Description of activities.	Unit price for 1 MT of wheat in INR (in figures)	Total Cost for 75,000 MT of wheat in INR (in figures)	Total Cost for 75,000 MT of wheat in INR (in words)
1	For all the activities mentioned in the scope of work (clause 2 of the bid document)			

Note:

- a) In case of any discrepancy in price quoted in figures and words, the price quoted in words will be considered as final.
- b) In case of discrepancy between Unit Price and Total Cost, price quoted under Unit Price shall prevail and ranking of the bidder shall be determined accordingly.
- c) *Evaluation of financial bids will be done as per clause no. 8 of the bid document.*
- d) *GST will not form part of financial bid evaluation. It will be reimbursed to the bidder on actual basis on submission of relevant documents.*
- e) *Cost of Insurance from a Nationalized Agency shall be reimbursed separately as per actual.*
- f) *Conditional bids shall be rejected.*

Signature
Name & Designation,
Company Seal
Date

ANNEXURE-II

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-III**STATEMENT OF APPLICANT**

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	
8	Total Number of permanent Employees	
9	Main line of business and	a) Activity Since year

Place:

(Name & Signature of bidder /Authorized
Representative)

Date:

Bid Form

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

The undersigned Firm/Company have read and examined in all details of the tender document in respect of Tender for Tender for transportation of 75,000 MT of wheat from Food Corporation of India (FCI) Godown, Gandhidham to Kandla port as specified in the scope of work.

2. Correspondence details:

- 1 Name of the bidder
- 2 Address of the bidder
- 3 Name, Designation and Address of the contact 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 ID of the contact person
- 9 Fax No.(with STD code)

3. 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 with seal)

Name:
Designation:

Date:
Place:

Witness:

Signature with name, designation and address

ANNEXURE-V

PROFORMA OF BANK GAURANTEE FOR BID SECURITY

Ref:
To
The Director(DPA),
The Ministry of External Affairs
Jawaharlal Nehru Bhawan
23-D, Janpath, New Delhi, PIN-110011
Bank Guarantee No. -----

Dear Sir,

1. Whereas the Director(DPA), 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 bid Reference No. ----- and the bidder having agree to furnish as a conditions precedent for participation in the 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 the 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. 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 th e 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. 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 of the Authorized Signatory of the Bank)

Seal of the Bank

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-I.

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.
