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**Government of India
Ministry of External Affairs**

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

Tender No. DPA-II/124/1/2013

Dated: July 09, 2014

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

**Ministry of External Affairs
Development Partnership Administration**

Notice Inviting Tender

Tender No.DPA-II/124/1/2013

To,

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Subject: Tender for transportation of 500 MT of Rice from Food Corporation of India (FCI) godown, Gandhidham, Gujarat up to Harare,Zimbabwe and Maseru, Lesotho each.

On behalf of the President of India, The Ministry of External Affairs (MEA) invites bids from eligible bidders for transportation of 500 MT of Rice from Food Corporation of India (FCI) godown, Gandhidham, Gujarat up to Harare,Zimbabwe and Maseru, Lesotho each.

2.0 The bidder shall lift the rice from designated FCI godowns in Gandhidham, load & transport rice to Harare, deliver at designated godown in Harare, Zimbabwe and Maseru, Lesotho. The bidder should have proven experience of handling and transportation of food grains.

3.0 Interested and eligible Indian bidders may submit their bids as per the tender document which can be obtained from SO(DP), Room No 1123,'B' Wing, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi, India on payment of INR Rs. 2000/- (Rupees Two thousand only) upto 1600 Hrs on xx-xx-2014 between 1000 hrs and 1600 hrs on any working day. The payment will be accepted in the form of crossed demand draft in favour of "Pay & Accounts Officer, Ministry of External Affairs" drawn on any scheduled bank, payable at Delhi. The tender document can also be downloaded from MEA website <http://www.mea.gov.in> or Central Procurement Portal <http://eprocure.gov.in>, in which case the tender fee of Rs.2000/- (non refundable) as stated above, must be submitted with the bids through Demand Draft.

4.0 The bids may be sent / submitted to

Section Officer (DP)
DPA II Division
Room No. 1123, 'B' Wing
Ministry of External Affairs
Jawaharlal Nehru Bhawan (JNB), New Delhi
Tel : 011-49015392
Fax: 011-49015421
e-mail: sodp@mea.gov.in

5.0 Last date for submission of bids is 31.07.2014 **up to 1300 hours** (IST). The technical bids shall be opened on the same day at 1500 hrs.

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, if any, etc shall be posted on MEA website <http://www.mea.gov.in> and <http://eprocure.gov.in>

Under Secretary (DP),
Room No 2107, 'B' Wing
Jawaharlal Nehru Bhawan
MEA, New Delhi
Tele: +91-11-49015391
e-mail: usdp@mea.gov.in

Tender for transportation of 500 MT of rice from Food Corporation of India (FCI) godown, Gandhidham, Gujarat up to Harare, Zimbabwe and Maseru, Lesotho each.

1. Scope of Work:

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

- ξιι. Bidder shall be responsible for all documentations like-invoice & packing list, certificate of origin, shipping bill, fumigation certificate, phytosanitary certificate, BL copy, surveyor's analysis certificate. Loading will be done on no despatch and no demurrage bases at port by the bidder.
- ξιδ. All other works (in case not outlined above) right from lifting of rice from FCI godown at Gandhidham till its transportation and delivery at designated godowns at Harare,Zimbabwe and Maseru, Lesotho are the responsibilities of the successful bidder. Transporter's liability ceases once the cargo has been delivered at designated godowns at Harare,Zimbabwe and Maseru, Lesotho and received by the designated agency arranged by respective governments of Zimbabwe and Lesotho.
- ξιε. Successful bidder/transporter has to complete the assignment in close coordination with the agency designated by respective governments of Zimbabwe and Lesotho. to transport the rice from FCI godown to Harare godown.
- ξιζ. Transporter shall be responsible for printing of appropriate text, as provided by Ministry on each gunny bag as per the destination.

The bidder should submit their financial bid, keeping all variables in view, as indicated above.

2. Arbitration:

In the event of any question, dispute or difference arising under this tender document agreement or in connection therewith except as to the matter the decision to which is specifically provided under this tender document, 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.

3. Procedure for Submission of Bid

3.1 The bids are to be submitted on "Two Bid System" comprising of "Technical Bid" and "Financial Bid" both of which should be submitted in sealed cover separately and then put together in another sealed cover. The outer envelope should bear the name of the tender i.e. "Tender for transportation of 500 MT of Rice from Food Corporation of India (FCI) godown, Gandhidham, Gujarat up to Harare,Zimbabwe and Maseru, Lesotho each". One complete set of Bids is to be submitted to SO(DP), Room No 1123, B Wing, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi. The Technical Bid will be opened as per the time schedule given in the tender document and Financial Bids of the technically qualified bidders will be opened on a later date after due intimation.

3.2 Technical Bid of the tender should be a complete document bound as a volume separately. The document should be page numbered, duly signed with seal

and appropriately flagged and contain the list of contents with page numbers. Any deficiency in documentation may result in rejection of the offer.

3.3 The "Technical Bid" shall contain **Bid Security** as per clause-12 of the bid document and all other technical details/documents in support of the offer. There will be no mention of prices anywhere in the Technical Bid. However a copy of the "Financial Bid" without price must also be provided with the Technical Bid.

3.4 The following documents must also be submitted with the technical bid of the offer:

- i) Bid Form as per Annexure 1.
- ii) All documents related with Partnership Deed / Articles of Memorandum of Association or Proprietorship Deed and MOU/Collaboration Deed with foreign / other collaborators as the case may be attached.
- iii) Certificate of Incorporation of the firm.
- iv) Power of *Attorney/General* Power of Attorney or proper authorisation to the person empowered by the firm to sign the documents on its behalf. Three specimen signatures duly attested and two latest photographs of the person authorised to sign, execute and act in respect of this tender should be included.
- vi) Turnover certificate, as per eligibility criteria, of the firm certified by the auditor/CA/CS indicating the turnover in area of handling, storage and transportation related works must be attached.
- vii) Latest Annual Report of the Bidder firm.
- ix) Service Tax Registration number and attested copy of Registration Certificates.
- x) Details of past experience, as per eligibility criteria, of executing similar works by the bidder with supporting documents
- xi) Any other information, documentary evidence in support of suitability of the offer.
- xii) Copy of the "Financial bid", leaving price columns blank
- xiii) Demand Draft of Rs. 2000/- (Rs. two Thousand Only) against tender document fee (in case of download from website) in favour of "**Pay and Accounts Officer, Ministry of External Affairs**" payable at New Delhi.

3.5 **Financial Bid:** The Financial Bid shall contain Price Schedule and all the commercial details of the bid. A format for Financial bid is being prescribed (Annexure-II) and it is expected to be all inclusive lump sum amount covering all items of the work including the cost of staff, stationery, contingency amounts, travel, living expenses, communication, other resources and all miscellaneous expenses that may be required to be met in connection with the various activities defined under scope of work. The price bid should be unconditional inclusive of all charges.

4. 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.

5. 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.

6. 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.

7. 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.

8. Subcontracting

The bidder shall have the option to submit the proposal either alone or along with other subcontractors including the parent company / firm. The bidder or the authorized representative of company/ firm shall be the sole point of contact for all purposes of the Contract. The bidder will have the prime and sole responsibility for the execution of the Statement of Work. In case of bidding with subcontractors, the bidder would need to submit a Memorandum of Understanding (MoU) / Agreement with the subcontractor(s) clearly indicating their relationship / roles and responsibilities. Such a MoU should be prepared on a stamp paper of requisite value. The subcontractor, if any, shall also abide by the terms and conditions of this tender document and it is the responsibility of the bidder to ensure that such subcontractor complies with the said terms and conditions.

The subcontractors should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. In case of any such litigation, the bidder hereby agrees to indemnify and hold harmless the

MEA of the loss and/or damage suffered by it. The bidder or any of the subcontractors should not have been black-listed by any Government entity.

9. Partial Offers

Bids offering partial services would be summarily rejected.

10. 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.

11. 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. Bidder may send their queries, if any, at address given in clause 4.0 of 'Notice Inviting Tender' before 15.07.2014. Also in order to provide prospective bidder 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.

12. Bid Security

All the bids must be accompanied by a bid security of Rs. 3,00,000/- (Rupees Three lakhs) 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 Bond is enclosed as Annexure III. Bid security shall be forfeited if a bidder withdraws from the tendering process after opening of technical bids. The bid security of unsuccessful bidders shall be returned as promptly as possible after the expiry of Bid validity period and / or within 30 days from the date of signing the agreement with the successful bidder. Bid security will be returned/discharged to the successful bidder on submission of Performance Bank Guarantee. However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

13. Performance Guarantee

The successful bidder will be required to submit performance guarantee in the form of DD / Bank Guarantee (in the proforma provided as Anx IV) for a value equal to 10% of the cost quoted and approved by MEA for the work within 15 days of issue of acceptance letter. The performance guarantee shall be valid up to the period of Six (6) months from the date of submission and shall be extended suitably if the work is not completed within stipulated period of Three (3) 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 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.

14. 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, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed **5 percent of the total cost of the work**.

15. 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.

16. Payment Terms:-

The payment shall be released in the following manner as given in the table below:

Payment milestones	Description	Payment to be released by MEA to the bidder
1 st	On dispatch of full quantity of Rice from Indian Port for Harare, Zimbabwe	50% of total cost approved by MEA under item no. 1 of Table-A of the financial bid
2 nd	On dispatch of full quantity of Rice from Indian Port Maseru, Lesotho	50% of total cost approved by MEA under item no. 2 of Table-A of the financial bid
3 rd	Successful delivery of full quantity of Rice at designated godown at Harare, Zimbabwe	50% of total cost approved by MEA under item no. 1 of Table-A of the financial bid
4 th	Successful delivery of full quantity of Rice at designated godown at Maseru, Lesotho	50% of total cost approved by MEA under item no. 2 of Table-A of the financial bid

- i. Along with all the bills, the bidder shall submit all the relevant documents in support of the claim to MEA..
- ii. Charges for Service tax and comprehensive Insurance covered shall be paid as per actuals upon production of all relevant documents.

17. Eligibility Requirements:

- i. The bidder shall be an Indian proprietorship /partnership Firm or an Indian Company.
- ii. The bidder shall be a firm/company having experience of grain handling and transportation for 3 (three) years.
- iii. The bidder shall have an **average annual turnover of at least INR 6 crore or more over the last three years**. Audited Balance Sheets for the last 3 years shall be enclosed as supporting document. The turnover mentioned in this clause shall not include business other than above.
- iv. The bidder shall have prior technical capability and experience in handling and transportation of atleast 800 MT in one instalment during the last five year or 500 MT of food grain each in two instalments during the last five years. The bidder should indicate the prior experience in handling such consignment in their technical bid along with supporting documents.
- v. 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 17-iv above for enabling assessment of the performance with a certification from the customer or other evidence of the quality of work executed.
- vi. The bidder should not have been black listed by any Government entity in India.
- vii. Bidder should have Custom House Agent (CHA) License.

18. Evaluation of Proposals:

- i. Preliminary scrutiny of the proposal 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. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- ii. Bids complying with all the eligibility requirements mentioned under clause-17 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 composite price at SI no. 3 of Table A of Financial Bid.
- iii. Bidder should quote their fee in prescribed proforma only. Quotes in other format may be rejected by MEA.
- iv. In case of discrepancy in words and figures, the fee quoted in words shall be treated as final.

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

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

Bid No. _____

Date of Opening: _____

To _____

1. Having examined the 'Instructions to Bidders' 'General Conditions of Contract', 'Technical Specifications', 'Schedule of Requirements' and the Proformas /Annexures for the above Bid, we the undersigned offer to supply, test and commission and guarantee the whole of the said Scope of Work in conformity with the said General Conditions of Contract and Technical Specifications for the sum mentioned in Commercial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.

2. We have independently considered each and every clause of this tender document and give our informed consent to them.

3. We undertake, if our Bid is accepted, we shall commence the supply of items/services/manpower as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.

4. If our Bid is accepted we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract, as per the requirement of tender.

5. We have independently considered the amount shown in 'General Conditions of Contract' as per-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

6. We agree to abide by this Bid for a minimum period of **180 days** from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.

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

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

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

Dated _____ day of _____ 2014

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

Witness Signature of Bidder

Name _____

Address _____

Occupation _____

Annexure- 1(A)

Particulars of Bidders

(Bidders must submit this table duly filled up & signed along with the Technical Bid)

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

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

Financial Bid Form

Subject: ***Tender for transportation of 500 MT of Rice from Food Corporation of India (FCI) godown, Gandhidham, Gujarat up to Harare,Zimbabwe and Maseru, Lesotho each.***

The undersigned Firm/Company/ consortium, having read and examined in detail all the tender document in respect of Tender for transportation of 500 MT of rice from Food Corporation of India (FCI) godown, Gujarat up to Harare,Zimbabwe ,do hereby express their interest to undertake the works as specified in the tender document at the following prices:

TABLE-A

S. No.	Description of activities.	Cost for transportation of 1 MT of rice in INR.	Total Cost (In Rs) for transportation of 500 MT of rice (in figures)	Total Cost (In Rs) for transportation of 500 MT of rice (in words)
1	For all activities mentioned in the scope of work (clause 1 of the bid document) related to Transportation of rice to Harare,Zimbabwe			
2	For all activities mentioned in the scope of work (clause 1 of the bid document) related to Transportation of rice to Maseru, Lesotho			
3	Total Cost (1+2)			
Additional Information:				
a.	Service Tax(Rate in %)			
b.	Cost of comprehensive insurance by Nationalized Insurance Company			

Note:

- 17 Price quoted on S. No. 1 and 2 under Table-A should be inclusive of all charges and Taxes(except Service Tax).
- 18 In case of any discrepancy in price quoted in figures and words, the price quoted in words will be considered as final.
- 19 *Evaluation of financial bids will be done as per clause no. 18-ii of the bid document.*
- 20 *Cost of Comprehensive Insurance and Service Tax will not form part of financial bid evaluation. It will be reimbursed to the bidder on actual basis on submission of relevant documents.*

Signature
Name
Designation
Company Seal
Date

ANNEXURE –III
PROFORMA OF PERFORMANCE BANK GUARANTEE
(on non-judicial paper of appropriate value)

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement 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(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of MEA, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

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

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

7. 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

Granted by the Bank
Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Annexure IV
PROFORMA OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No. -----

Ref:

To

The Ministry of External Affairs

Jawaharlal Nehru Bhawan

23-D, Janpath, New Delhi,

PIN-110011

Dear Sirs,

Whereas the Ministry of External Affairs having its office at Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011 (hereinafter called the MEA) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India invited tender No.-----and

M/s

----- having Registered/head office at ----- (Hereinafter called the "bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Proposal Reference No. ----- and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs------(Rupees ----- Only) for the due performance of bidder's obligations as contained in the tender Document supplied by the MEA specially the conditions that (a) bidder shall keep his Proposal open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the MEA (b) the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the MEA within the required time. The bidder has absolutely and unconditionally accepted these conditions. The MEA and the bidder have agreed that Proposal submitted by the bidder is an offer made on the condition that the Proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the MEA for a period of -----days i.e. from ----- to ----- or any, extension thereof and that submission of the Proposal itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the Proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the Proposal is finally accepted by the MEA. The consideration for this separate initial contract preceding the main contract is that the MEA is not agreeable to sell the tender documents to the bidder and to consider the Proposal to be made except on the condition that the Proposal shall be kept open for the period indicated above and the bidder desires to submit a Proposal on this condition after entering into this separate initial contract with the MEA promises to consider the Proposal on this condition and bidder agrees to keep this Proposal open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name of Bank) under the laws of -----having head/registered

office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs----- (Rupees----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the bidder and any such demand made by the MEA on the bank shall be conclusive and binding notwithstanding any difference between the MEA and the bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the MEA in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the MEA at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

4. The bank further agree that as between the bank and the MEA, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the MEA shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the MEA or that of the bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the MEA that the MEA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the MEA or any indulgence shown by the MEA to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees ----- only) in aggregate and it shall remain in full force upto -----(225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s ----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before -----(date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the MEA under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the bidder furnished to the MEA a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the MEA by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said

date/extended date all rights of the MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this -----day of at----- of-----at----- of----- (month & year).

Signature
(Full name in capital Letters)
Designation with bank stamp

Witness No.1

Signature
(Full name and address in capital letters)

Witness No.2

Attorney as per power of attorney
No -----
Date -----

Signature
(Full name and address in capital letters)