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

Advertised Tender Enquiry (ATE)

**Tender Document
for
Procurement of 109 Ambulances with associated
services for the People's Republic of Bangladesh**

Bid Ref. No.: DPA-III/205/02/2020

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

Section-I

Notice Inviting e-Tenders (NIT)

for

**Procurement of 109 Ambulances with associated services for the
People's Republic of Bangladesh**

NIT Ref. No. : DPA-III/205/02/2020

Dated: 01/01/2021

1. On behalf of the President of India, the Ministry of External Affairs (MEA) invites e-tenders from eligible Firms for procurement of 109 Ambulances with associated Services for the People's Republic of Bangladesh. The brief description is as under:

Description of Goods and Services	Quantity (Nos.)
Supply of Basic Life Support (BLS) Ambulances along with comprehensive warranty services for one year and maintenance services for the next four years in Bangladesh	109

2. The e-Bidding will be conducted through Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>) by following the 'Advertised Tender Enquiry - Two Bid System', method and procedures as set out in the Tender Document.
3. The 'General Financial Rule – 2017' and Manual for Procurement of Goods – 2017 issued by Department of Expenditure, Ministry of Finance, Govt. of India shall be followed.
4. Interested Bidders may freely download the Tender Document from the websites i.e. <https://eprocure.gov.in/eprocure/app> starting from 18:00 hours on 01/01/2021. The Tender Document can also be downloaded from MEA's website <http://www.mea.gov.in>.
5. The bidders shall submit online bids only at Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted under any circumstances.
6. Bidders are required to submit Tender Fee as mentioned in the Tender Document and Bid Security Declaration as per format provided in the Tender Document. A certain class of Bidders are exempted from submission of the Tender Fee. Details are given in the Tender Document.
7. All corrigendum/addendum will be uploaded on MEA's website and CPP Portal. Interested Bidders may refer to e-Procurement Portal from time to time and shall be solely responsible for checking the above websites for any corrigendum/addendum issued subsequent to publication of this NIT and consider the same while preparing and submitting their bids.
8. Bidders' representatives are invited to attend a pre-bid meeting between 15:00 hours to 16:00 hours on 07/01/2021 through video conferencing as per details given in the Tender Document.
9. Bidders can also send their written requests for clarification up to 18:00 hours on 06/01/2021 at email dsdpa3@mea.gov.in
10. Bids must be submitted online on or before 18:00 hours on 21/01/2021. All Documents required towards submission of bids must be uploaded online.
11. The Technical Bids will be opened at 15:00 hours on 22/01/2021 on the CPP Portal.

Joint Secretary (DPA-III)

Section-II

Instructions to Bidders

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Section – II

Instructions to Bidders

A. GENERAL

1. Introduction

- 1.1 In connection with the Notice Inviting e-Tenders (NIT) issued by the Purchaser **as specified in the BDS**, has issued this Tender Document for Procurement of 109 Ambulances with associated services for the People’s Republic of Bangladesh **as specified in Section V - Schedule of Requirements**.
- 1.2 This Section provides relevant information as well as instructions to assist prospective bidders in the preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid, and submitting the same to the Purchaser, the bidder should read and examine all the terms & conditions, instructions, etc. contained in the Tender Document. Failure to provide the required information or to comply with the instructions incorporated in this Tender Document may result into the rejection of bids submitted by bidders.
- 1.4 The bidder shall bear all costs and expenses incurred or to be incurred in connection with its bid including preparation, mailing, and submission of its bid and subsequently processing the same. The Purchaser shall, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the Tender process.
- 1.5 Expenditure to be incurred for the procurement will be met from the funds of Govt. of India.

2. Language of Bids

- 2.1 The Bid submitted by the bidder and all subsequent correspondences and Documents relating to the bid exchanged between the bidder and the Purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity for Public Procurement

- 3.1 The Procuring authorities, as well as bidders, suppliers, contractors, and consultants, should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during the execution of resultant contracts:
 - (i) **“Corrupt practices”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making a false declaration or providing false

information for participation in a tender process or to secure a contract or in the execution of the contract;

- (iii) **“Anti-competitive practice”**: any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) **“Conflict of interest”**: participation by a Tender firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the Tender firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of the contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) **“Obstructive practice”**: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of the audit or access to information.

3.2 Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under the Code of Integrity for Public Procurement to *suo-moto* proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and when these arise at any stage) in any procurement process or execution of the contract. Failure to do so would amount to a violation of this code of integrity.

3.3 Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to a violation of this code of integrity.

3.4 To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated, and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract

3.5 Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid document or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) if its bids are under consideration in any procurement:

- a) calling off of any pre-contract negotiations; and
 - b) rejection and exclusion of the bidder from the procurement process.
- ii) if a contract has already been awarded:
- a) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.
- iii) The provision in addition to above:
- a) removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - b) in case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 3.6 In the 'Letter of Technical Bid' to be submitted by the bidder, as per format given in **Section VI -Tender Forms**, all bidders shall provide a signed statement that they shall comply with the provisions of Code of Integrity for Public Procurement as stated in para 3.1 to 3.5 of Instructions to Bidders.
- 3.7 In addition, in the 'Letter of Technical Bid, bidders need to declare any conflicts of interest coming under the definition mentioned in para 3.1 above (pre-existing or as and when these arise at any stage) in any procurement process or execution of the contract. Failure to do so would amount to a violation of the code of integrity.

4. Eligible Bidders and Goods

- 4.1 Bidder shall be a private entity or government-owned entity having a formal intent and legal competency to enter into an agreement or contract and are registered under the respective Act and Jurisdiction in India.
- 4.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 3.1(v), which materially affects fair competition.
- 4.3 In addition, any bidder participating in the procurement process shall –
- (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (iii) not have, and their directors and officers not have, been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(iv) not be debarred by any Procuring Entity under the State / UT Government, the Central Government, Autonomous body, Authority by whatever name called under them, as on the date of opening of bids.

- 4.4 In the 'Letter of Technical Bid' to be submitted by the bidder, as per format given in **Section VI -Tender Forms**, the bidder shall provide a signed statement that the bidder fulfills the eligibility requirements given in ITB Para 4.2 and 4.3;
- 4.5 All goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. Bidders' Qualification

- 5.1 Bidders should substantially meet the qualification criteria as stipulated in **Section IV - Evaluation and Qualification Criteria**.
- 5.2 Bidders should fill and submit the "Proforma for Performance Statement (for a period of last seven years)" provided in **Section VI -Tender Forms** to provide relevant information and Document in support of the fulfillment of bidder's qualification, along with its bid.

B. TENDER DOCUMENT

6. Content of Tender Document

- 6.1 The Tender Document shall include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 9.
- Section I Notice Inviting e-Tenders (NIT)
 - Section II Instructions to Bidders (ITB)
 - Section III Bid Data Sheet
 - Section IV Evaluation and Qualification Criteria
 - Section V Schedule of Requirements
 - Section VI Tender Forms
 - Section VII General Conditions of Contract (GCC)
 - Section VIII Special Conditions of Contract (SCC)
 - Section IX Contract Forms
- 6.2 Unless downloaded directly from the Purchaser's website or CPP Portal **as specified in the BDS**, Purchaser shall not be responsible for the correctness of the Tender Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Tender Document in accordance with ITB Para 9.
- 6.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Bid all information or documentation as is required by the Tender Document.

7. Clarifications of Tender Document

- 7.1 A Bidder requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids as **specified in the BDS**.

- 7.2 The Purchaser shall also promptly publish a brief description of the inquiry but without identifying its source and its response at its website as **specified in the BDS**.
- 7.3 Should the clarification result in changes to the essential elements of the Tender Document, the Purchaser shall amend the Tender Document following the procedure given under ITB Para 9.

8. Pre-Bid Meeting

- 8.1 In order to provide a response to any doubt regarding Tender Document, or to clarify issues, a pre-bid meeting may be scheduled, **if specified in the BDS**.
- 8.2 During the pre-bid meeting, the clarification sought by the representative of prospective bidders shall be responded to appropriately. However, they shall be asked to submit their written request by the close of the office the next day. The Purchaser shall publish a written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 9 below shall be issued, which shall be binding on all prospective bidders.

9. Amendments to Tender Document

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may, pursuant to ITB Para 7 and 8 and for any reason deemed fit by it, amend or modify the Tender Document by issuing Amendment(s).
- 9.2 Such Amendment(s) will be published on Purchaser's website and CPP Portal **as specified in the BDS** and the same shall be binding on all prospective Bidders.
- 9.3 In order to give reasonable time to prospective bidders to take necessary action in preparing their bids, the Purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 9.4 Any bidder who has downloaded the Tender Document should check the Amendment(s), if any, issued on the Purchaser's website. The Purchaser shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Purchaser's website.

C. PREPARATION OF BIDS

10. Document Comprising the Bid

- 10.1 The bid submitted by the bidder shall be in Two Bid System i.e. "**Technical Bid**" and "**Financial Bid**", both online. The Bid shall comprise the following:

Technical Bid:

- i) Letter of Technical Bid as per Form provided in **Section VI – Tender Forms**;
- ii) Bid Security Declaration furnished in accordance with **ITB Para 18**;
- iii) Valid Registration Certificate issued by District Industries & Commerce Centre (DI&CC), from any State/UT Govt. in India; or National Small Industries Corporation (NSIC), New Delhi, Ministry of Micro, Small & Medium Enterprises, in case bidder seeks to avail exemption from submission of Tender Fee (in accordance with **ITB Para 19.1**).
- iv) Bidder Information Form as per Form provided in **Section VI: Tender Forms**;
- v) Technical Compliance Sheet as per Form provided in **Section VI: Tender Forms**;

- vi) Technical Information of Ambulance as per Form provided in **Section VI: Tender Forms**;
- vii) Undertaking to provide comprehensive warranty services for one year and maintenance services for the next four years to Ambulances in Bangladesh **as per Form provided in Section VI: Tender Forms**;
- viii) The document establishing the compliance of Goods in accordance with **ITB Para 15**;
- ix) The document establishing bidders' qualification in accordance with **ITB Para 16.2**;
- x) Manufacturer's Authorization, in case the bid is submitted by an agent of an Original Equipment Manufacturer (OEM) of Monocoque Ambulance or by an agent of OEM of the base vehicle used for Ambulance, as per Form given in **Section VI: Tender Forms**;
- xi) Proforma for Performance Statement (for a period of last seven years and as on due date for submission of bids) as per format given in **Section VI: Tender Forms** along with supporting Document;
- xii) Proforma for other Details of Bidder, Manufacturer and its Bank as per format given in **Section VI: Tender Forms**;
- xiii) Bidder firm's Certificate of Incorporation/ Registration, Article, and Memorandum of Association or any such registration document and audited balance sheet of last three completed Financial Year (i.e. 2017-18, 2018-19 and 2019-20);
- xiv) Self-attested copy of GSTIN registration;
- xv) Power of Attorney in favour of signatory of Bid;

Financial Bid:

Bidder should submit Price Bid online in accordance with the forms indicated in Section VI – Tender Forms

11. Letter of Technical Bid

- 11.1 The Letter of Technical Bid shall be prepared as per the Forms furnished in **Section VI: Tender Forms**. The form must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12. Chartered Engineer Certificate

- 12.1 The successful bidder will appoint an internationally certified Registered Chartered Engineer or Agency, viz. TUV, SGS, Llyods, etc. The successful bidder will be required to furnish the Certificate from the Registered Chartered Engineer or Agency certifying the items supplied and their specifications are in compliance with the requirement of the Tender/Supply Order issued by the purchaser. The cost incurred for the hiring of a Chartered Engineer or Agency will be borne by the supplier.

13. Bid Prices

- 13.1 The price quoted by the bidder shall correspond to 100% of the items specified in the Schedule of Requirements.
- 13.2 The price quoted should be inclusive of freight and insurance till destination i.e. Dhaka, Bangladesh on CIF basis.
- 13.3 The customs duty leviable at Bangladesh shall be exempted by the Govt. of Bangladesh. Necessary Customs Duty Exemption Certificate shall be arranged by the MEA / Govt. of Bangladesh as and when required.

- 13.4 Taxes and duties payable in India, if any on the supply of Ambulances and associated services to People's Republic of Bangladesh, should not be included in the price quoted by the bidder and the same shall be paid at actual, as applicable on the date of supply/invoicing
- 13.5 The consignment shall be cleared by Govt. of Bangladesh. However, the bidder should takeout insurance of the consignment till actual delivery to the end-user i.e. 3 months from the date of shipment.
- 13.4 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 13.5 The price shall be quoted online on the CPP portal, as specified in the Form of Price Schedule given in **Section VI -Tender Forms**. The dis-aggregation of price components is required solely to facilitate the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.

14. Bid Currency

- 14.1 The bidder should submit its quote in Indian Rupees only.
- 14.2 Bids, where prices are quoted in any other currency shall be treated as non -responsive and rejected.

15. The document establishing the compliance of Goods

- 15.1 To establish the conformity of the Goods to the Tender Document, the Bidder shall furnish as part of its Bid, **Technical Compliance Sheet** as per Form provided in **Section VI: Tender Forms** and the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section V -Schedule of Requirements**.
- 15.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of **Section V - Schedule of Requirements**.
- 15.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V -Schedule of Requirements.

16. The document establishing the eligibility and Qualification of the Bidder

- 16.1 To establish Bidder's eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Technical Bid, included in **Section VI -Tender Forms**.
- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV - Qualification and Evaluation Criteria**.

17. Period of validity of Bids

- 17.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB Para 21.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security Declaration:

- 18.1 The Bidder shall furnish as part of its bid, an Bid Security Declaration as per the format **provided in Section VI - Tender Forms**.
- 18.2 Any bid not accompanied by Bid Security Declaration as specified in ITB Para 18.1, shall be rejected by the Purchaser as non-responsive.
- 18.3 Bidder will be suspended and declared ineligible for two years from the date of suspension, to submit bids / proposals against the Request for Bids / Request for Proposals issued by the Purchaser, in the following cases:
- (a) When the bidder withdraws or modifies its bid during the validity of bids as specified in the Letter of Bid; or
 - (b) when the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail to furnish the Performance Security, if required in accordance with the ITB Para 37 of the Tender Document.

19. Tender Fee

- 19.1 The bidders are required to deposit a non-refundable tender fee at the time of bid submission as **specified in the BDS**.
- 19.2 The bidders who have deposited the tender fee as above will only be able to submit the bids online
- 19.3 The Bidders who are currently registered with the following, for the specific Goods as required in Section V - Schedule of Requirements, shall be eligible for exemption from submission of Tender Fee, provided they submit a self-attested copy of valid registration/recognition certificate issued in their name by:
- i) District Industries & Commerce Centre (DI&CC) from any State/UT Govt. in India; or
 - ii) National Small Industries Corporation (NSIC), New Delhi; or
 - iii) Registered MSEs under MSMED Act, 2006
 - iv) Any other entity providing such certificates as notified by Govt. of India, State / UT Government.

D. SUBMISSION AND OPENING OF BIDS

20. Registration on CPP Portal, Preparation and Submission of Bids

20.1 Registration on CPP Portal:

- a) Bidders are required to enroll on the CPP Portal (<https://eprocare.gov.in/eprocare/app>) by clicking on the link "Online Bidder Enrollment", which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
- c) Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- d) 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 / nCode / eMudhra, etc.), with their profile.
- e) 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 to others which may lead to misuse.
- f) Bidder may then log-in to the CPP Portal by entering their username and password and the password of the DSC / e-Token.

20.2 Searching for Tender Enquiry Document on CPP Portal:

- a) 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
- b) Once 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.
- c) 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

20.3 Preparation of Bids for uploading on CPP Portal:

- a) Bidders should take into account any corrigendum published for the tender document before submitting their bids.
- b) Bidders should go through the tender advertisement and the Tender Enquiry 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 documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

- c) Bidders should get ready in advance with the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- d) To avoid the loss of time and effort required in uploading the same set of standard documents that are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use the "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 uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

20.4 Submission of Bids on CPP Portal:

- a) Bidders should log-into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document
- c) Bidder should prepare the Bid Security Declaration as per the instructions specified in the Tender Enquiry Document.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- e) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- f) 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 the 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" 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.

- i) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings if required.
- j) 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.

21. Deadline for Submission of e-Bids

21.1 e-Bids must be submitted no later than the date and time **specified in the BDS**.

21.2 The date of submission and opening of bids shall not be extended except when –

- a) sufficient number of bids have not been received within the given time and the Purchaser is of the opinion that further bids are likely to be submitted if time is extended; or
- b) the Tender Document is required to be substantially modified as a result of discussions in pre-bid meetings or otherwise and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.

21.3 In cases where the time and date of submission of bids is extended, an amendment to the Tender Document shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended

22. Withdrawal and Modification of e-Bids

22.1 The Bidder may modify its bid only prior to 'Final Submission'.

22.2 While modifying Bids, Bidders may choose to update online forms filled earlier and reload the pdf Document upload earlier and submit Bids again.

22.3 The bids can't be withdrawn or altered after the due date and time for submission of bids.

23. Opening of e-Bids

23.1 The Purchaser will open all technical bids, online in the presence of Bidder's representatives who choose to attend the bid opening online, at the time and date **as specified in BDS**. The minutes of the Technical opening shall be uploaded on the CPP Portal.

23.2 The Bidders can view the online bid opening after Login using a username and password.

23.3 After the technical evaluation of bids is completed the Purchaser shall notify those Bidders whose Bids are found non-responsive at the technical evaluation stage, their Financial Bids will not be opened. The Purchaser shall simultaneously notify in writing those Bidders that have qualified during the technical evaluation stage and inform them of the date and time for the opening of the online Financial Bids. The Bidders may attend the opening of the Financial Bids after log-in to the CPP Portal. The minutes of the financial opening shall be uploaded on the CPP Portal.

E. EVALUATION AND COMPARISON OF BIDS

24. Confidentiality

- 24.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the Tender process until information on Contract Award is communicated to All Bidders
- 24.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 24.3 Notwithstanding ITB Para 26, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Tender process, it should do so in writing.

25. Preliminary Examination of Bids

- 25.1 The Bid Evaluation Committee constituted by the Purchaser shall conduct preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - (a) that the bid is signed, as per the requirements listed in the Tender Document;
 - (b) the bid is valid for the period, specified in the Tender Document;
 - (c) that the bid is accompanied by the Bid Security Declaration;
 - (d) whether any other conditions specified in the Tender Document are fulfilled.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, comparison, and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 26.2 Any clarification submitted by a bidder with regard to the bid submitted that is not in response to a request by the Purchaser specifically shall not be considered;
- 26.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the financial bids;
- 26.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances;
- 26.5 All communication generated as above shall be included in the record of the procurement proceedings.

27. Immaterial Non-conformities in Bids

- 27.1 The Purchaser may waive non-conformities in the bid that do not constitute a material deviation, reservation, or omission and deem the bid to be responsive;

- 27.2 The Purchaser may request the bidder to submit necessary information or Document which are historical in nature like audited statements of accounts, GSTIN Registration Certificate, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid;
- 27.3 The Purchaser may rectify immaterial non-conformities or omissions based on the information or documentation received from the bidder under ITB Para 28.2.

28. Determination of Technical Responsiveness

- 28.1 The Purchaser shall determine the responsiveness of a bid to the Tender Document based on the contents of the bid submitted by the Bidder;
- 28.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Tender Document without any material deviation, reservation, or omission where:
- (a) "deviation" is a departure from the requirements specified in the Tender Document;
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) "omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 28.3 A "material deviation, reservation, or omission" is one that,
- (a) If accepted, shall:-
 - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Tender Document; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the rights of the Purchaser or the obligation of the Bidder under the proposed contract; or
 - (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- 28.4 The Purchaser shall examine the technical aspects of the bid, in particular, to confirm that all requirements of Tender Document have been met without any material deviation, reservation, or omission;
- 28.5 The Purchaser shall regard a bid as responsive if it conforms to all requirements set out in the Tender Document, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Tender Document, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- 28.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

29. Nonconformities, Errors, and Omissions

- 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 29.2 Provided that a bid is substantially responsive, the Purchaser may request Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

30. Qualification of the Bidder

30.1 The Purchaser shall determine to its satisfaction whether the Bidder meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 16

30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

31. Financial Evaluation and Comparison of Bids

31.1 In order to evaluate Financial Bids, the Purchaser shall consider the following:

- (a) the evaluation will be done for Items or Schedules, as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB Para 13.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32
- (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29
- (d) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**

31.2 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 31.1 to determine the lowest evaluated bid. The comparison shall be on the basis of CIF (place of the final destination) prices, together with prices for any required installation, training, commissioning, and other services. The evaluation of a bid will exclude and shall not take into account IGST / SGST / CGST payable on the Goods and related services if the contract is awarded to the Bidder. The method of financial evaluation is given in Section IV; Evaluation and Qualification Criteria

32. Correction of Arithmetical Errors

32.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors in the following cases, namely:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 32.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.
- 32.3 Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 32.1, shall result in the rejection of the Bid.

33. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 33.1 The Purchaser reserves the right to accept or reject any bid, and to cancel/annul the Tender process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Purchaser shall keep a record of clear and logical reasons properly for any such action/recall of Tender process.

F. AWARD OF CONTRACT

34. Award Criteria

- 34.1 The Purchaser shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 34.2 The contract shall not be awarded to more than one bidder by splitting the quantity as given in the Schedule of Requirements.

35. Purchaser's Right to vary Quantities at the time of Award

- 35.1 At the time the contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the TenderDocument.

36. Notification of Award

- 36.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 36.2 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding contract.
- 36.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 36.1, requests in writing the grounds on which its bid was not selected.

37. Performance Security

- 37.1 Within fifteen days (15) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidders shall furnish the Performance Security **as specified in the BDS**, using the Performance Security Form included in **Section IX: Contract Forms**.
- 37.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event, the Purchaser may award the contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 37.3 The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations.

38. Signing of Contract

- 38.1 Promptly after notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement.
- 38.2 The contract shall be signed for the supply of Ambulances along with a comprehensive warranty for one year. The work order for maintenance services for the subsequent years (Year-2, Year-3, Year-4 and Year-5) shall be issued prior to expiry of the previous year, upon satisfactory services rendered by the successful bidder and upon submission of performance security (Bank Guarantee valid for 60 days beyond service period) equivalent to 3% of order value.
- 38.3 Within seven (7) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

Section III – Bid Data Sheet (BDS)

The following specific data for the goods and related services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
	A. General
ITB 1.1	The reference number of the Notice Inviting Bids (NIB) is: DPA-III/205/02/2020 The Purchaser is: Joint Secretary (DPA-III), Ministry of External Affairs, Govt. of India, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi – 110 011
ITB 7.1	The Purchaser's address for the purpose of any clarification is: Joint Secretary (DPA-III), Ministry of External Affairs, Govt. of India, Jawaharlal Bhawan, 23-D, Janpath, New Delhi – 110 011 <i>E-mail: jsdpa3@mea.gov.in and dsdpa3@mea.gov.in</i> Requests for clarification should be received by the Purchaser no later than 1800 Hrs. on 06/01/2021
ITB 7.2	Purchaser's website https://mea.gov.in and CPP Portal https://eprocure.gov.in/eprocure/app
	B. TenderDocument
ITB 8.1	Pre-Bid Meeting shall be scheduled as per details below: Time: Between 1500 hrs. to 1600 Hrs. Date: 07/01/2021 The pre-bid meeting shall be organized using video conferencing. Details are as under: Link to join Google Meet: https://meet.google.com/dmj-fzaj-dzn
ITB 9.2	Purchaser's website https://mea.gov.in and CPP Portal https://eprocure.gov.in/eprocure/app
	C. Preparation of Bids
ITB 13.4	The price quoted by the bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, except Taxes and duties payable in India on goods and services
ITB 17.1	The bid validity period shall be 120 days after the deadline for bid submission.

ITB 19.1	<p>The bidders are required to deposit a Tender Fee of Rs. 5,900 (inclusive of GST @18%) online through NEFT/RTGS to Purchaser's Bank Account as per details given in BDS of ITB Para 18.3 (d).</p> <p>The Bank details are as under:</p> <table border="1" data-bbox="395 371 1374 613"> <tr> <td data-bbox="395 371 746 443">Name of Account Holder / Beneficiary</td> <td data-bbox="746 371 1374 443">Pay & Accounts Office, Ministry of External Affairs</td> </tr> <tr> <td data-bbox="395 443 746 510">Bank's Name and address</td> <td data-bbox="746 443 1374 510">State Bank of India, Parliament Street, New Delhi</td> </tr> <tr> <td data-bbox="395 510 746 544">A/c No</td> <td data-bbox="746 510 1374 544">11084278820</td> </tr> <tr> <td data-bbox="395 544 746 613">IFSC/NEFT/RTGS CODE</td> <td data-bbox="746 544 1374 613">SBIN0000691</td> </tr> </table>	Name of Account Holder / Beneficiary	Pay & Accounts Office, Ministry of External Affairs	Bank's Name and address	State Bank of India, Parliament Street, New Delhi	A/c No	11084278820	IFSC/NEFT/RTGS CODE	SBIN0000691
Name of Account Holder / Beneficiary	Pay & Accounts Office, Ministry of External Affairs								
Bank's Name and address	State Bank of India, Parliament Street, New Delhi								
A/c No	11084278820								
IFSC/NEFT/RTGS CODE	SBIN0000691								
D. Submission and Opening of Bids									
ITB 21.1	The deadline for Bid Submission is: 1800 Hrs. on 21/01/2021								
ITB 23.1	The date and time for Technical Bid opening is 1500 Hrs. on 22/01/2021								
E. Evaluation and Comparison of Bids									
ITB 31.1 (a)	Bids will be evaluated based on the price quoted for the total quantity of goods and associated services exclusive of taxes and duties payable in India, if any and as per financial evaluation methodology given in Section IV: Evaluation and Qualification Criteria of the Tender Document.								
F. Award of Contract									
ITB 35.1	The maximum percentage by which quantities may vary is: ±20% (Twenty percent)								
ITB 37.1	<p>The Performance Security shall be for an amount equivalent to 3% of the contract value, valid up to 60 days beyond completion of all contractual obligations including the warranty period of one year.</p> <p>The Performance Security shall be in the form of a Bank Guarantee in name of "Joint Secretary - DPA-III, Ministry of External Affairs, New Delhi".</p>								

Section IV – Evaluation and Qualification Criteria

This section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 30 and 30 no other factors, methods, or criteria shall be used.

1. Financial Evaluation {(ITB 31.1(d)}

The financial evaluation and ranking of bidders shall be based on the total sum of (1) the cost of Ambulances on “Carriage, Insurance, and Freight (CIF) consignee site basis”, along with the comprehensive warranty for one year and; (2) cost of comprehensive maintenance services for next four years quoted by substantially responsive bidders and discounted on the weighted score as under:

- Cost of Ambulances on CIF Basis along with comprehensive warranty services for one year: **80%**
- Cost of comprehensive maintenance services for the next four years: **20%**

The bidder assessed as ‘lowest evaluated responsive bidder’ as above shall be considered for award of contract.

2. Qualification of the Bidder (ITB 30.1)

- a) The bidder shall be an Indian Original Equipment Manufacturer (OEM) of Monocoque Ambulance or its duly authorized agent or an OEM of base vehicle used in Ambulance or its duly authorized agent ;
- b) In case bidder is an Agent, the bidder should submit the Manufacturer’s Authorisation as per the form given in Section VI of Tender Forms of the Tender Document, issued by OEM of Monocoque Ambulance / OEM of base vehicle used in Ambulance. .
- c) The bidder must have achieved an annual average turnover of at least 5 Cr. during the last 3 (three) completed financial years (i.e. 2017-18, 2018-19 and 2019-20). The bidder should submit audited balance sheet for the last three completed financial years as above.
- d) The bidder must have satisfactorily supplied Ambulances as under:
 - (i) at least 88 Ambulances since last 5 (five) completed financial years and up to the due date of opening of bids to Private Healthcare Institutions / Govt. Healthcare Programmes; OR
 - (ii) at least 66 Ambulances since last 4 (four) completed financial years and up to the due date of opening of bids to Private Healthcare Institutions / Govt. Healthcare Programmes; OR
 - (iii) at least 44 Ambulances since last 3 (three) completed financial years and up to the due date of opening of bids to Private Healthcare Institutions / Govt. Healthcare Programmes; OR
 - (iv) at least 55 Ambulances since last 7 (Seven) completed financial years and up to the due date of opening of bids to Govt. Healthcare Programmes;

The details must be given in the Proforma for Performance Statement as per the format given in Section VI: Tender Forms of the Tender Document. The bidder must submit documentary evidence in support of their claim like a copy of the contract, purchase order, invoice, and Client / end-user certificates (at least two).

- e) The bidder shall have the infrastructure of at least 16 workshops or vehicle servicing facilities through out Bangladesh to provide seamless servicing of the vehicles for the end-users of Ambulances for the five years from the date of delivery of Ambulances at the final destination. These workshops or vehicle servicing facilities shall meet the requirements given under item 8 of the Technical Specifications of BLS Ambulance under Section V of this Tender Document. The bidder should provide address and contact details of its workshops or service facilities in Bangladesh and an Undertaking as per format given in Section VI: Tender Forms of the Tender Document.

Section V – Schedule of Requirements

A. List of Goods required and Bid Security:

Sch. No.	Description of Equipment	Quantity (Nos.)	Bid Security Declaration
1	Supply of Basic Life Support (BLS) Ambulances along with comprehensive warranty services for one year and maintenance services for the next four years from the date of delivery at the final destination	109	Bidders are required to submit the Bid Security Declaration furnished in accordance with ITB Para 18

B. Delivery & Completion Schedule:

Delivery to Consignees within 120 days from the date of issue of the Notification of Award (NOA) at the Consignee Location given below.

High Commission of India
H.No.1-3 Park Road,
Baridhara, Dhaka,
Bangladesh

C. Terms of Delivery

CIF - final destination (including unloading and shifting of goods till the Consignee Location)

Technical Specifications of of Basic Life Support Ambulance (BLS)

Sr. No.	Minimum Technical Specifications
1.	Scope, Purpose and Classification
1.1	Scope: The Ambulance shall be Type-C BLS (Basic Life Support) Ambulance built on integral monocoque panel van or on 'M' Category chassis that is suitable for the intended application and meet the requirements of AIS-125 (Part-1) including its Amendments and Supplements, as well as those specified hereunder
1.2	Purpose: The Type-C BLS Ambulance is a vehicle for emergency medical care which provides a driver's compartment; a patient compartment to accommodate a doctor / an emergency medical technician (EMT) / a paramedic and one patient located on the main automatic rolling stretcher cum trolley, in such a way and so positioned that the primary patient can be given basic life-support during transit; equipment and supplies for emergency care at the patient site as well as during transport and, when necessary, equipment for rescue / extrication procedures. The ambulance should be designed and constructed to afford safety, comfort, and avoid the aggravation of the patient's injury or illness.
1.3	Certified "AIS-125 (Part-1)": Ambulance vehicle at the time of delivery must be certified as per "AIS-125 (Part-1)" as well as any specific provisions stated hereunder in this section. The ambulance manufacturer / supplier shall furnish to the purchaser citing this specification an authenticated certification and label that certifies Ambulance and equipment complying with this specification and applicable amendments (if any) in effect on the date of manufacture.
1.4	Applicable Documents: The AIS-125 (Part-1) forms part of these specifications. Wherever there is any superiority / extra / additional features specified in this section over and above the minimum specifications given in AIS-125 (Part-1), the specifications given in this section would prevail
2.	Vehicle Characteristics:
2.1	Base Vehicle: The Ambulance should be either of CMVR designated testing authority approved built on either monocoque vehicle or 'M' category chassis. The fully built-up Ambulance must be certified as per AIS-125 (Part-1).
2.2	Engine Type: Diesel
2.3	Emission Norms: BS-IV
2.4	Transmission: Manual
2.5	Steering: Power Assisted
2.6	Breaks: Disk / Drum
2.7	Tyres: Radial (Tubeless)
2.8	Turning Radius: Less than 7 meters
2.9	Spares Wheel: To be provided under the body
2.10	Airconditioning : Required in Patient Cabin Only
2.11	Rear Door: Two leaf divided rear doors on high-quality hinges ensuring minimum 180° opening for both the doors. Both the rear doors should be provided with full width fixed windows made from toughened glass approved for automobile use
2.12	Rear Footstep: There should be a full-width rear footstep entry allowing easy entry and exit from the patient compartment
3.	Ambulance Body & Patient Area

3.1	Patient Compartment Interior Dimensional Parameters: The patient compartment shall provide a minimum of 8.75m ³ space while complying with the following: Length: Minimum 3.0 meters(3000 mm) Width: Minimum 1.6 meters(1600 mm) Height: Minimum 1.7 meters (1700 mm)
3.2	Cabin Conversion of Patient Compartment
3.2.1	In case of monocoque vehicles:
3.2.1.1	Complete interior panelling of the sidewalls, both sides of the partition wall between the patient cabin and driver cabin, roof (of both patient and driver cabin) & back door panels should be made from Polymethyl Methacrylate – Acrylonitrile Butadiene Styrene (PAA ABS) Sheets of 4 mm thickness ensuring that at no point of finished panels including corners the thickness is less than 2 mm.
3.2.1.2	The PMMA ABS sheets in semi-gloss / matt finish should be of high impact resistant and stiff ABS with a top layer of high gloss, stress cracking resistant PMMA. The ABS sheets should be co-extruded and UV Protected and should not be from recycled ABS sheets. The heat resistance of the sheets measured based on ISO 306B should be 94°C to 100°C
3.2.1.3	The complete interior should be edgeless and suitable for easy cleaning / scientific fumigation / treatment of disinfectants. The panels must be suitably formed using the appropriate ABS processing technology so as to match to the contour of the vehicle and looks aesthetically pleasing
3.2.1.4	At least one out of the three panels (among the left, right and roof) should be produced as a single panel without joints either along the length or the width of the panels. The rest of the panels should be produced with not more than one joint each along either the length or the width.
3.2.1.5	Flat-panel ABS sheets bend and glued / riveted / fixed to the structure of the base vehicle won't be accepted.
3.2.1.6	The space between the inner and outer body panels should be filled with an adequate thickness of insulation of appropriate grade in two layers with one layer glued to the inner surface of the exterior panels.
5.2.1.7	The joint of one panel to the other must be congruently engineered so that all the joints are hermetically sealed, functionally hygienic and protected from any ingress of liquids and any other medical secretions of any kind. The joints should be finished in such a way so that these appear aesthetically appealing.
3.2.2	In case of chassis-based vehicles:
3.2.2.1	The driver and patient compartment would be integrated
3.2.2.2	The driver cabin should be manufactured as per the OEM standards/recommendations
3.2.2.3	The patient compartment should be made from joint-less sandwich panels with outer and inner surfaces made from a minimum 1.5 mm thick, white dyed glass fiber laminate with high standard gel coat layer based on isophthalic acid with UV stabilizer.
3.2.2.4	The core material should be (H)CFC free, high performance, rigid polyurethane block foam, minimum 40mm thick.
3.2.2.5	The composite sandwich panels for the patient compartment should be produced by skin an core being jointed together by two-component MS Polymer basis moisture curing adhesive and sealant having optimum elastic and humidity properties.
3.2.2.6	The joining as referred above should be done by vacuum pressing and dried at minimum 30 Tons/meter ³ pressure. Panels manually made with weight pressing won't be accepted

3.2.2.7	The walls and floor should be connected using a minimum of 3mm thick hollow powder-coated aluminium / non-ferrous profiles; and joined together with polyurethane adhesive and sealant to provide extreme torsion strength to the structure.
3.2.2.8	The body corners should be connected with corner caps
3.2.2.9	The construction of the floor should be exactly the same as those of the body walls as specified above but with additional layers of marine-grade ply wood in between the outer skin, inner skin and the insulation layer.
3.2.2.10	<p>The floor should have reinforcements for receiving and fastening the complete structure to the vehicle chassis as well as the other floor-mounted components</p> <p>The finished floor of the patient compartment except of the wheel hump areas may be seamless and in one single level without any ramps / slopes / steps etc. from the rear-entry door aperture inwards the patient compartment. Any slopes / inclinations / steps to achieve the floor height / stretcher loading height won't be accepted immaterial of such construction having type approved by any of the type approval agencies. Side view of the patient compartment interior with the factual floor details if not available with the copy of the type approval certificate must be submitted separately by the bidder with the technical bid. There may not be any entrapments (immaterial of any type of sealing) whatsoever on the floor or walls to access any part of the base vehicle peripherals from inside the patient compartment. Top view of the patient compartment interior with the factual floor details if not available with the copy of the type approval certificate must be submitted separately by the bidder with the technical bid.</p>
3.2.2.11	The bolts used to fasten the floor to the chassis should be fully flushed with the top skin of the floor panel in full tight condition without any obtrusions of any kind.
3.2.2.12	The bolts in the fully tight condition should have an adequate grip on the ply wood layer below the top skin so that even under extreme cooperating conditions there is absolutely no slippage of any kind to these bolts ensuring the highest level of safety.
3.2.2.13	The construction of the roof should be exactly the same as those of the body walls as specified above but with additional reinforcement for mounting air conditioning unit, ceiling lamps, retractable awnings and other devices to be mounted on it.
3.2.2.14	All the cables and conduits in the ceiling should be completely concealed in its manufacturing and should not be visible either on the inside surface or the outside of the ceiling
3.2.2.15	The rear doors should be similar in construction to the other structural elements and should be provided with hinges in completely concealed finish so that when the door is closed it is not possible to open the fastening hinges from outside from any direction with any type of tool
3.2.2.16	The doors should be locked at their fully open position. A handle should be provided in unobstructed location inside the doorway. The door should have flush pull latch to allow opening from inside. It should be possible to open the door from inside by simply pulling the latch even if the door is locked form outside with the keys
3.2.2.17	The door should be provided with a retractable handle to open it from the outside surface of the door. On releasing the handle, it should be flushed with the outer surface of the door. When the key is not engaged there must be an integrated aperture to close the key slot so that there is no ingress of any liquid or dust to the inside of the lock assembly. The lock must have twin locking points (dual lock system

	for passenger vehicle use) at both the ends vertically (top and bottom) operated / actuated by the one handle. The complete lock assembly with the integrated handle should be surface integrated into the construction without any outside projecting or protruding on the surface on both the internal and external sides.
3.2.2.18	The driver cabin and the patient compartment must be integrated with each other congruently to ensure that both the compartments are air and water tight without any ingress and internal ingress when the partition wall window is closed.
3.2.3	Beneath the inner panels there should be reinforced fixtures for holding medical, communication and extrication equipment as required.
3.2.4	There should be a partition wall between the patient and driver cabin with a communication window having sliding glasses with latching. The window should be made up of an extruded aluminium profile in a rounded rectangular shape. All the corner edges are curved so that there are no sharp corner edges along the window frame.
3.2.5	There should be only one joint in the frame of the window and the inner profiles must have synthetic sliders for smooth movement of the glass panes. The sliding glass should be toughened glass as needed for automobile applications
3.3	Flooring
3.3.1	The top layer of the floor should be made from a minimum 1.5mm thick vinyl layer laid as a jointless flooring.
3.3.2	The floor must withstand a distributed load of minimum 150Kg/m ²
3.4	Internal Storage Compartments
3.4.1	All the internal storage compartments, surfaces and space provisions should be made to accommodate various lifesaving medical devices, trauma equipment for transportation and immobilization, medical-ware, glassware, medical disposables and consumables, fresh and dirty linens, infusion bottles, drugs, accessories, wastes, documents, records, files etc. as per requirement in the ambulances
3.4.2	The storing consoles must be designed keeping into consideration all the possible requirements of a medical work place. The patient compartment should be provided with storing console at the head end of the patient across the complete width of the patient compartment integrated to the partition wall of the driver cabin and patient cabin and overhead storing compartments along the roof.
3.4.3	All storage compartments should be aesthetically and ergonomically well designed. To preclude injury in the event of an accident all cabinet will be firmly anchored / fixed to the base structure of the ambulance. Storage cabinets, drawers and kits should be easily open-able but should never ever open during transit on account of the vehicle movement.
3.4.4	All the visible and outer exposed surfaces of complete internal furniture should be produced with tooled up ABS
3.4.5	The structure of the furniture console may be made from IS-15061 certified ply or any other equivalent material.
3.4.6	All the edges / joints / exposed surfaces should be appropriately finished to ensure that there are no sharp edges of any kind to cause any accidents.
3.4.7	The furniture console must cover the end to end width of the ambulance interior along the partition wall above the oxygen cylinder compartment on the patient compartment

	side. The height of the furniture console may be a minimum of 500 mm. and the finished top surface may be below the communication window of the partition wall.
3.4.8	Storage compartments of the furniture console may be divided into various sections according to the different varieties of the medical items to be stored in it..
3.4.9	The width of the console may be divided into minimum three vertical zones when viewed from the front. The left most zone may have an openable flap with two stainless steel waste bins with spring-loaded flaps. The flap may have access slot to reach the spring-loaded flaps of the waste bins. The second zone on the left may have minimum three sliding drawers. Both these zones must have a single top plate without any joints. Right most zone may have two sliding drawers. The area between the second left zone and right most zone may be used to mount the doctor's seat ensuring that when folded the head end floor at the stretcher head end is absolutely clean and there is optimum space between the doctor's leg and stretcher. All the sliders may be provided with channels, handles and locks having keys. All the other inner surfaces of the furniture console which are visible / in use may also be duly laminated to protect the substrate from external moisture.
3.4.10	All the vertical flap doors with an opening towards the topside should be latched using adequate capacity pneumatic lifters of appropriate capacity. The pneumatic lifters should have an integrated friction mechanism to keep the lid / door at the point of opening and not to push it to the highest position once lifted.
3.4.11	There should be an overhead rack on the right side top end. The overhead rack should also be produced from the same grade of materials as the patient compartment interior panels using suitable tools and processes ensuring that the overhead rack is one piece component without any sharp edges.
3.4.12	The overhead rack should have two sliding glass access window having lock. The window should be made up of an extruded aluminium profile in rounded rectangular shape. All the corner edges are curved so that there are no sharp corner edges along the window frame.
3.4.13	There should be only one joint in the frame and the inner profiles must have synthetic sliders for smooth movement of the glass panes. The sliding glass should be of toughened glass as needed for automobile applications.
3.5	Patient Compartment Seating: All seats in the patient compartment shall conform to detailed specification as mentioned below. These will be padded and have the largest practical padded back and headrests. Padding material shall be polyester urethane foam of a medium to firm density (not less than 50gsm), with a minimum finished thickness (padding and upholstery) of 50mm for seat pads, headrest and backrests. All padding and upholstery shall be fire retardant. The upholstery shall be non-absorbent, washable and impervious to disinfectants. The upholstery should be made from reinforced vinyl-based materials with a minimum of 1.5mm thickness. All seats frames, surfaces and upholstery should be designed to facilitate cleaning and disinfecting. All exposed surfaces shall be free of vent devices that would permit the entrapment of biological contaminates. All seating positions in the patient compartment should have vertical overhead clearance for getting into the seat and coming out.
3.5.1	Doctor / EMT / Paramedic Seating
3.5.1.1	At the head end of the main patient stretcher the ambulance should have a rear-mounted foldable base EMT / Doctor seat.

3.5.1.2	The seat should have two foldable armrests. The backrest should offer a soothing angle offering optimum comfort and safety to the occupants, who sits in directions not in line with the movement of the vehicle
3.5.1.3	The back rest (without the head rest) maybe a minimum of 500 mm in height.
3.5.1.4	All designated seating positions in the patient compartment shall be equipped with safety restraint systems appropriate for each type of seating configuration
3.5.1.5	The seat should have an adjustable headrest and retractable seat belt. The seat should be aesthetically pleasing and ergonomically well designed. The seat base should have the largest padded backrest with contoured support for the back
3.5.1.6	Padding should be furnished with polyester urethane foam of a medium to firm density and should be a minimum of 60 mm. on the base, backrest and headrest (at the thickest cross-section of the head rest the headrest may be contoured to the lateral ends). Padding should provide ultimate comfort to the occupants
3.5.1.7	The upholstery should be of leather-match vinyl / polyurethanes / leatherette, in dark colors matching the interior color of the ambulance. The padding and upholstery should be fire retarded
3.5.1.8	Additionally the upholstery should be non-absorbent, washable in impervious to disinfectants. The seat should be fully foldable and rear-mounted providing complete clean floor below the base without any framework for fixation
3.5.2	Squad / Attendant Seat
3.5.2.1	Additionally there maybe two more rear mounted foldable seats for the squads / attendants on the co-driver side in the patient cabin identical to that of the Doctor / Paramedic / EMT seat as above.
3.6	IV Holder and up Intravenous Fluid Containers
3.6.1	At least three ceiling / wall mounted IV bottle holders specifically designed for firmly holding IV containers should be provided, which should include Velcro type or other identical straps to adequately secure an IV bag / bottle when the vehicle is in motion
3.6.2	In ceiling-mounted holders the mount should protrude more than 25mm the internal surface of the finished ceiling level of the patient compartment thereby not creating any safety hazards
3.6.3	This should be placed securely around the main automatic rolling stretcher cum trolley in such way that infusion administration to any part of the body is easy.
3.7	Wash Basin
3.7.1	The top plate of the furniture console on the left most end may have a wash basin seamlessly integrated with the top surface without any joints
3.7.2	The water tap of the washbasin should be operated with a foot / elbow switch at a convenient and safe place around the wash basin area, so that it is easy for the users to activate the switch and get water flow
3.7.3	The tap should be operated using 12V DC water pump placed at the fresh water tank
3.7.4	The capacity of the fresh water tank as well as the waste water tank should be at least 20L
3.7.5	The fresh water tank should be suitably placed in the driver cabin so that water refilling can be done easily without water spillage. Even in case there is any water spillage should not wet the driver's cabin.
3.7.6	The waste water tank should be mounted below the base vehicle chassis / body frame with an easy operating valve to drain the waste water at any designated place

3.8	Air Conditioning System
3.8.1	The patient compartment must be provided with engine driven air conditioning system of adequate capacity matching to the total heat load of the patient compartment when fully occupied and the patient loaded
3.8.2	The compressor should be engine mounted and engine run. All hoses should be machine crimped to avoid the leakages. AC system should be certified for passenger vehicle usage.
3.8.3	Compressor:
3.8.3.1	Displacement: Minimum 150 m ³ / Rev
3.8.3.2	Cooling Capacity: Matching the cooling capacity of the driver and patient compartment
3.8.3.3	Refrigerant: R134a
3.8.3.4	The installation of the Compressor should conditioning system be done with brackets as per the requirement of the engine without any modifications to any engine components
3.8.4	Evaporation cooling capacity: Min. 6.5kW
3.8.5	Condenser: Roof-mounted condenser unit matching to the cooling capacity of the Evaporator
4.	Oxygen, Main Supply and Installation
4.1	Oxygen System
4.1.1	The ambulance shall have medical oxygen system capable of storing and supplying minimum two 47L water capacity high-pressure medical oxygen cylinders manufactured as per Bangladesh National Standards. The facility provided in the Ambulance may be for cylinders fitted with valves as per Bangladesh National Standards.
4.1.2	The installed medical oxygen piping and outlet system shall be leak tested at 150% of the rated pressure level for the respective parts (source and distribution) of the system. After the successful completion of tests, the system shall be capped then tagged with date and signature of person and firm performing the tests. Replacement of empty cylinders would be done from outside of the vehicle. Oxygen piping system should be concealed and not exposed to the elements, securely supported to prevent damage, and be readily accessible for inspection and replacement, whenever needed
4.1.3	If the cylinder opening necessitates a valve opening key then provision to may be there to chain and clip within the oxygen cylinder compartment
4.1.4	The platform must be designed ensuring the dimension of the cylinders and valves as specified at 4.1.1 above and the bidder must enclose the necessary documents substantiating the said dimensions in the technical bid
4.1.5	The patient compartment must have an oxygen distribution block having two oxygen outlets, connected in parallel through one common feeding port. The terminal outlets should comply with ISO 9170-1:2008 standards for medical gas supplies as well as medical device directives 93/42/EEC
4.2	Oxygen Pressure Regulator & Pressure Display System
4.2.1	The pressure regulator should be meant for reducing the cylinder pressure of the oxygen tank to the distribution pressure level suitable for feeding to the medical oxygen terminal outlets as well as other inhalation and respiratory equipments in the ambulance and should be specifically designed and manufactured for use with

	medical oxygen. It should have the facility to adjust the distribution pressure level as well as the pressure relief valve for safety.
4.2.2	Ambulance should be provided with two nos. of pressure regulators in such a way that one acts as the duty regulator and the other as a stand-by in case of any faults to the duty regulator. Changing from one cylinder to the other should not affect the distribution pressure in any way and this change over should occur automatically.
4.2.2	The patient cabin must have a digital display panel for oxygen supply status display as per Medical Device Directives (93/42/EEC). The display panel should have three individual LED display windows to constantly indicate the pressure level of both the cylinders as well as the distribution pressure level. The digital displays should show the actual pressure measured by three individual digital pressure sensors as per the pressure level under monitoring (one each for both the cylinders and one for the line pressure).
4.2.2	There should be no welded joints in the entire connection assembly of the oxygen distribution system.
5.	Electrical Systems
5.1	The electrical system should incorporate a warning light panel located in the driver's compartment. It should provide indicator light as well as buzzer for open compartment entry door
5.2	All electrical and electronic components, switches, connectors, circuit breakers, lamps and indicators, including the vehicle batteries, should be marked with an easily read identification code number and / or letter
5.3	All switches, indicators, and control devices shall be clearly visible to the driver / co-driver / doctor / EMT / paramedic / squad / attendant or anybody using the ambulance. They shall be perceptively and permanently identified with at least 12 point letters for the noun or function, and 8 point letters for the reminder of the legend. The identifications shall be contrasting colors etched or engraved in plastic or metal, or printed and laminated in see-through plastic, and grouped according to function.
5.4	In case of monocoque vans all the external electrical components light front emergency light, side and rear flashers as well as white lights should be mounted on UV protected ABS spoolers on front, rear and lateral sides, so that the vehicle body is protected from multiple tampering to fix the individual components
5.5	Inverter
5.5.1	True sine wave inverter with SMPS Power Supply
5.5.2	Inverter capacity: minimum 600 watts / 800 VA
5.5.3	Waveform: True sinusoidal
5.5.4	Efficiency: minimum 85%
5.5.4	Minimum 10 meter length three core 10mm charging wire with male 15Amp three pin ends to be provided
5.6	External Charging Socket
5.6.1	There should be a weather protected and spring-loaded external charging port with spring loaded lid
5.6.2	The charging port should allow charging of the Ambulance batteries from external AC source when the Ambulance is stationary

5.6.3	The charging port should be located near the driver door area so that the driver is aware that the Ambulance is connected to external AC source and must be disconnected before moving the Ambulance.
6.	List of Equipment to be supplied along with Ambulance:
6.1	Patient Handling Equipment:
	<ol style="list-style-type: none"> 1. Main Stretcher / Undercarriage (as per AIS-125 (Part 1) Made up of aluminium with minimum one intermediate position and all the 4 main wheels having 200 mm. in diameter. The folding mechanism may be pneumatic piston based and not mechanical stud types. The scope of supply must include thermos welded mattress, foldable infusion pole. The stretcher may be provided with loading platform permitting single point of impact loading and unloading– 1 No.
6.2	Immobilization Equipment:
	<ol style="list-style-type: none"> 1. Scoop Stretcher: net weight <10kg, supplied with a mountable & detachable 'double head immobilizer', CE or US FDA certified – 1 No. 2. Evacuation Chair: made from aluminium / non-ferrous material with built-in pull through handles for easy handling; out of four wheels two should be fixed and two should be pivoting type; the evacuating chair should be mounted on the rear door or any other suitable place without affecting workflow inside the patient compartment; weight of the evacuation chair should not exceed 8 Kg., load capacity should be 150Kg ± 10Kg; height: 90cm± 5cm, width: 500± 5cm; Depth: 20 ± 1 cm; Should comply to Medical Device Directives (93/42/EEC) / USFDA – 1 No.
6.3	Life SOT Equipment:
	<ol style="list-style-type: none"> 1. Resuscitator with oxygen inlet and masks and airways for all ages and oxygen reservoir -1 No. 2. Mouth to Mask Ventilator with Oxygen inlet – 1 Adult & 1 Paediatric 3. Electric Portable Suction Aspirator with an airflow of at least 30 L/min and a vacuum level of at least 600 mm Hg (ISO 10079-1-1999), may be supplied by EN-1789 certified ambulance mount and may be certified as per Medical Device Directives (93/42/EEC) / USFDA. The device may be 12V DC operated - 1 No. 4. Portable Suction Aspirator, Manual – 1 No 5. Oxygen Flowmeter: Dial setting type oxygen flowmeter 0-15 LPM with sterilizable bubble humidifier and flow selector switch to bypass the flow of the oxygen through the humidifier and allow nebulization to the patient directly using the flow of the oxygen. May be certified as per Medical Device Directives (93/42/EEC) / USFDA
6.4	Diagnostic Equipment:
	<ol style="list-style-type: none"> 1. Manual B. P. Monitor Cuff Size: 10 cm. - 66 cm, may be certified as per Medical Device Directives (93/42/EEC) / USFDA – 1 No. 2. Automatic BP Monitor, Cuff Size 10 cm. - 66 cm. (A doppler type should operate accurately in the conditions of electrical interference and vibration specified above), may be certified as per Medical Device Directives (93/42/EEC) / USFDA. The device may be 12V DC operated with rechargeable battery. The devices may be wall / pole mounted type with accessory basket and not hand held or finger type. Both the device also can be offered as one integrated device. – 1 No. 3. Oximeter, may be certified as per Medical Device Directives (93/42/EEC) / USFDA. The device may be 12V DC operated with rechargeable battery. The devices may be wall / pole mounted type with accessory basket and not hand held or finger type. Both the device also can be offered as one integrated device -1 No.

	<ol style="list-style-type: none"> 4. Stethoscope – paediatric and adult, may be certified as per Medical Device Directives (93/42/EEC) / USFDA – 1 No. 5. Infrared Digital Thermometer - Minimum Range: 28°C to 42°C , may be certified as per Medical Device Directives (93/42/EEC) / USFDA, The device must be certified by Department of Legal Metrology, Govt. of India– 1 No. 6. Device for Blood Sugar Determination, may be certified as per Medical Device Directives (93/42/EEC) / USFDA – 1 Set 7. Pupillary Torch , may be certified as per Medical Device Directives (93/42/EEC) / USFDA – 1 Set
6.5	Infusion Material or Equipment:
	<ol style="list-style-type: none"> 1. Infusion Solutions, 4 Litre 2. Equipment for injections and infusions set – 2 Sets
6.9	Bandaging and Nursing
	<ol style="list-style-type: none"> 1. Cotton Bandage Roll, 50mm wide, set of 3– 1 No. 2. Burn Bandage, 100 x 100,, – 1 Set 3. Universal Scissor – 1 Set 4. Magill Forceps – two sizes – 1 Set 5. Toothed forceps 6” – 1 No. 6. Artery Forceps 6” – 1 No. 7. Tongue Forceps – 1 No. 8. Tourniquet – 1 No. 9. Tongue Depressor – 1 No. 10. Kidney Bowl – 1 No. 11. Vomiting Bag -1 No. 12. Sterile Surgical Gloves – 25 pairs 13. Non-Sterile Gloves for Single Use – 100 pcs 14. Emergency Delivery Kit – 1 Set 15. Waste Bag – 100 pcs 16. Non- Woven Stretcher Sheet – 1 No. 17. Needle & Syringe Destroyer (Mechanical) – 1 No.
6.10	Personal Protection Equipment
	<ol style="list-style-type: none"> 1. 5 Layer N-95/KN-95 Mask with Respirator – 100 Nos. 2. Seat belt cutter – 2 Nos. 3. Warning Triangle Lights -2 Nos. 4. Fire Extinguisher, ABC Type (minimum 2 kg capacity complying with IS:13849 or IS:2171) – 2 Nos.
7.	Operating Manual:
	<ol style="list-style-type: none"> (a) Comprehensive User Manual/s written in simple English/Bengali with detailed parts description, operating instructions, service contact numbers, etc. for the Base Vehicle, Patient/Driver Compartment Equipment, Fittings, etc. shall be provided. (b) These should be printed on high-quality paper and housed in water-resistant pouches, Laminated sheets, clearly showing the Patient and Driver Cabin Layout with the location of equipment, fittings, switches, consumables, etc suitably depicted should be fixed in the patient and driver cabin at suitable locations. (c) Laminated sheet showing the non-OEM electrical wiring diagram complete with the location of various fuses and circuit breakers should be displayed in the vehicle at a suitable location
8.	Comprehensive Warranty and Maintenance Services of Ambulance Base Vehicle
8.1	The successful bidder is required to provide free service of the Ambulance base Vehicle at the site, including repairing/replacement/configuration required, if any,

	during a warranty period of one year and maintenance period of next four years from the date of delivery of Ambulances at consignee locations.
8.2	Warranty and maintenance services shall cover all spare parts except tyres, rubber and plastic parts and glasses.
8.3	During the warranty and maintenance period, free maintenance services shall be provided every quarter or at the running of 10,000 km, whichever is earlier. The vehicle shall be repaired free of cost as and when required.
8.4	The Workshop should have at least one factory trained Mechanic / Engineer to handle any fault/issue with the vehicle.
8.5	In case of accidental damage of Vehicle, the Workshop shall coordinate and assist in claim settlement with Insurance Company
8.6	Repairing/rectification/replacement of parts/configuration shall be effected by the supplier within a reasonable time required to do so which in no case shall be more than 10 days.
8.7	If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee, it shall be liable to suitable action as deemed fit during the operative warranty period.
8.8	The bidder shall maintain an inventory of all such spare parts as may be required to provide uninterrupted maintenance and repair services to the Vehicle during the warranty and maintenance period.
8.9	The bidder shall guarantee the availability of spare parts for the minimum period of 10 years from the date of delivery of the Ambulance.
8.10	The Ambulance should be supplied with a standard tool kit and necessary spare parts to meet the routine maintenance and repair needs for at least 1 year, such as set of bulbs, air pump etc. The list of spare parts should be as prescribed by manufacturer of the base vehicle

Section VI – Tender Forms

Letter of Technical Bid

[Please refer to ITB Para 10.1 (i) of the Tender Document]

The Bidder must prepare the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: [insert date (as day, month, and year) of Bid Submission]

NIT Ref. No.: [insert number of Tender process]

To,

The Joint Secretary (DPA-III)
Ministry of External Affairs,
Jawaharlal Nehru Bhawan
23-D, Janpath, New Delhi-110 011

- (a) We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to supply in conformity with the Tender Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:[insert brief description of the Goods and Services];
- (d) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Tender Document, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtaining performance security in accordance with the Tender Document;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this Tender process in accordance with ITB 4.3(e);
- (g) We, are not debarred by any Procuring Entity under the State / UT Government, the Central Government, Autonomous body, Authority by whatever name called under themas on the date of opening of bids;
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which are in contravention of the Code of Integrity proscribed in ITB Para 3 of the TenderDocument;
- (i) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications, and other

Document for the subject matter of procurement or is being proposed as Project Manager for the contract

- (j) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (k) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for any of the foregoing reasons;
- (l) We hereby certify that our directors and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed; and

Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed

Bidder Information Form

[Please refer to ITB Para 10.1 (iv) of the Tender Document]

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of Tender process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of the original Document of <i>[check the box(es) of the attached original Document]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent Document of constitution or association), and/or Document of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Audited Balance Sheet of last three completed Financial Years (i.e. 2017-18, 2018-19 and 2019-20). <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document

Technical Specification Compliance

[Please refer to ITB Para 10.1(v) of the Tender Document]

Sr. No.	Minimum Technical Specifications	Compliance (Yes / No) / Deviation, if any
	As per Schedule of Requirements	

TECHNICAL INFORMATION OF AMBULANCE

[Please refer to ITB Para 10.1 (vi) of the Tender Document]

S.N.	Particulars	To be filled by Bidder
1	Details of Ambulance	
1.1	Name of model :	
1.2	Category of Ambulance	
1.3	Name of variants, if any:	
1.4	Type and General commercial description (s) :	
2	Vehicle Chassis Characteristics	
2.1	Chassis types approved for Body installation :	
2.2	Chassis (overall drawing to be attached)	
2.3	Valid CMVR certificate for the base Vehicle (If available) to be attached	
2.4	Category of Base vehicle :	
3	Body :	
3.1	Dimension drawing and photograph of the vehicle with representative body (to be attached)	
3.2	Patient Handling Equipment: Main Stretcher / Undercarriage	
3.2.1	Make	
3.2.2	Model	
3.2.3	Type	
3.2.4	ID/Part Number	
3.2.5	Dimensions of Stretcher	
3.2.6	Loading Angle	
3.2.7	Loading Height	
3.2.8	Stretcher loading capacity	
3.3	Recognition of Ambulance: Engineering drawing indicating arrangement for the external visibility for recognition and emblems.	
4	Vehicle Dimensions	
4.1	Clearance	
4.2	Road clearance from floor :	
5	Driver Partition: Dimension of partition with respect to rear edge of driver seat: (rear most position of driver seat)	
6	External Projections (Compliance established to IS:13943 -1994)	
7	Siren	
7.1	Make :	
7.2	Model :	
7.3	ID / Part Number :	
8	Internal Lighting and Illumination	
8.1	Driver Cab lighting :	
8.1.1	Type :	
8.1.2	Name of Manufacturer :	

8.1.3	Number :	
8.1.4	Illumination intensity (Lux) :	
8.2	Patient Compartment Lighting :	
8.2.1	Type :	
8.2.2	Name of Manufacturer :	
8.2.3	Number :	
8.2.4	Illumination intensity (Lux) :	
8.3	Other Area Lighting :	
8.3.1	Type :	
8.3.2	Name of Manufacturer :	
8.3.3	Number :	
8.3.4	Illumination intensity (Lux) :	
9	Electrical Circuit :	
9.1	Circuit Diagram (attach details):	
9.2	The number of battery(ies) provided other than the vehicle battery :	
9.3	Details of Alternator :	
10	Flammability Test as per IS 15061: 2002 (as applicable) :	
11	Interior fitting compliance as per AIS-047 established - Yes/No :	
12	Air Conditioning and Heating Performance Tests(Clause 4.5.4) Compliance Established - Yes / No	
13	Acceleration Test (Clause 4.2.1 and IS:11851-2002) Compliance Established – Yes / No	
14	Water Proofing Test (IS:11865-1995) – Compliance Established –Yes / No	
15	Dust Ingress Test (IS:11739-1997) Compliance Established –Yes / No	

UNDERTAKING TO PROVIDE COMPREHENSIVE WARRANTY SERVICES FOR ONE YEAR AND MAINTENANCE SERVICES FOR NEXT FOUR YEARS TO AMBULANCES IN BANGLADESH

[Please refer to ITB Para 10.1 (vii) of the Tender Document]

1. We have examined the warranty and maintenance requirements for Ambulances, as given in Section V - Schedule of Requirements of the Tender Document.
2. In case contract is awarded to us, we shall establish and maintain necessary infrastructure to provide seamless service facility to all the 109 Ambulances to the end users in Bangladesh for at least five years from the date of delivery of Ambulances to end users in Bangladesh a per cost of such services quoted by us, and for any such period Govt. of Bangladesh wish to avail service facility as per mutually agreed terms and conditions.
3. The details of the existing infrastructure / service facility in Bangladesh are as under:

Sr. No.	Name of Owner of the Service Facility (bidder or OEM of Monocoque Ambulance / Chassis)	Complete Address of Service Facility in Bangladesh	Contact Details (Phone / Mobile / email)	Name of Incharge of Service Facility	Make / Type of vehicles currently being repaired / maintained through the Service Facility	Year of Start of Service Facility

4. We, hereby undertake and are ready to add more Infrastructure / Service Facilities in Bangladesh, within 3 months from the date of award of contract, as may be needed to provide seamless maintenance and repair services for all the 109 Ambulances to end-users during the warranty and maintenance period of five years.

Signature and seal of bidder's authorized signatory

Form of Price Schedule - BoQ
(to be filled online)

Sr. No.	Brief Description of Goods and Services	Quantity (Nos.)	Unit Price (Exclusive of taxes and duties payable in India) (Rs.)	Total Price (Exclusive of taxes and duties payable in India) (Rs.)
1	2	3	4	5 (3 x 4)
1	Supply of Basic Life Support (BLS) Ambulances along with comprehensive warranty services for one year (as per Section V - Schedule of Requirements given in Tender Document)	109	_____	_____
2	Comprehensive Maintenance Services of Ambulance Base Vehicle for year-2 (as per Section V - Schedule of Requirements given in Tender Document)	109		
3	Comprehensive Maintenance Services of Ambulance Base Vehicle for year-3 (as per Section V - Schedule of Requirements given in Tender Document)	109		
4	Comprehensive Maintenance Services of Ambulance Base Vehicle for year-4 (as per Section V - Schedule of Requirements given in Tender Document)	109		
5	Comprehensive Maintenance Services of Ambulance Base Vehicle for year-5 (as per Section V - Schedule of Requirements given in Tender Document)	109		
	TOTAL			_____

Signature and seal of bidder's authorized signatory

Form of Bid Security Declaration

[Please refer to ITB Para 10.1 (ii) of the Tender Document]

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[date (as day, month and year)]*

Bid Ref. No.: *[number of bidding process]*

Ref:

To

The Joint Secretary (DPA-III)
Ministry of External Affairs,
Jawaharlal Nehru Bhawan
23-D, Janpath, New Delhi - 110011

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of 2 (two) years starting on *the date of suspension*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____

Manufacturer's Authorization

[Please refer to ITB Para 10.1 (x) of the Tender Document]

[In case bid is being submitted by an Agent of OEM of Monocoque Ambulance / OEM of a base vehicle used in Ambulance, The Bidder shall require the OEM of Monocoque Ambulance / OEM of base vehicle used in Ambulance to fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the OEM and should be signed by a person with the proper authority to sign a document that is binding on the OEM]

Date: *[insert date (as day, month, and year) of Bid Submission]*

NIT Ref. No.: *[insert number of Tender process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of OEM of Monocoque Ambulance / OEM of base vehicle used in Ambulance]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee, warranty and maintenance services in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Proforma for Performance Statement

(for a period of the last seven years and as on the due date for submission of bids)

[Please refer to ITB Para 10.1 (xi) of the Tender Document]

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the supply of goods been satisfactory performance?*
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

The Bidder shall also furnish the following Document in connection with their past performance:

- i. Copy of Contract / Purchase Orders
- ii. Copy of Invoices
- iii. Documentary evidence (Client's certificate) in support of satisfactory completion of the contract

Proforma for Other Details of Bidder, Manufacturer and its Bank

[Please refer to ITB Para 10.1 (xii) of the Tender Document]

1. Name, address, and contact details of Bidder:

2. Name, address, and contact details of OEM of Monocoque Ambulance / OEM of base vehicle used in Ambulance (in case the bid is being submitted by an Agent)

3. Location of the manufacturing premises.

4. Details of two Persons that Purchaser may contact for requests for clarification during bid evaluation:

	1 st	2 nd
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No.		
(iv) Email address		

Signature and seal of the Bidder

Section IX – General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Document referred to therein, including all attachments, appendices, and all Document incorporated by reference therein.
- (b) "Contract Document" means the Document listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) Goods may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock, and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves.
- (h) "Purchaser" means the entity purchasing the Goods, **as specified in the SCC.**
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) "Consignee Location" means the place named in the **Schedule of Requirements.**

2. Contract Document

2.1 Subject to the order of precedence set forth in the Contract Agreement, all Documents forming the Contract (and all parts thereof)

are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Code of Integrity

3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

3.2 Purchaser prescribes to its personnel and Bidders to uphold the Code of Integrity, which prohibits officers or employees of a Purchaser or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid-rigging, or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the Purchaser, who are directly or indirectly related to tender or execution process of the contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making a false declaration or providing false information for participation in -
 - a) tender process or to secure a contract;

- b) disclosure of Conflict of Interest;
- c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity

3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the bidder from the procurement process;
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) forfeiture or encashment of any other security or bond relating to procurement;
- d) recovery of payments made by the Purchaser along with interest thereon at bank rate;
- e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
- f) debarment of the bidder from participating in any future procurements from Purchaser for a period not exceeding three years.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- b) The term CIF and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **as specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and Document relating to the Contract exchanged by the Supplier and the Purchaser shall be written in the English language. Supporting Documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for Document provided by the Supplier.

6. Joint Venture or Consortium

- 6.1 Unless otherwise specified in the **SCC**, if the Supplier is a joint venture, or consortium, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or, consortium, shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.
- 7.2 All Goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The

term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied

- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 Notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In the case of an electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.
- 10 Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 Dispute Redress mechanism/ Committees: 2-tier (Procuring entity level headed by the Director, State Redress Committee).
- 10.3 If the dispute is not settled through dispute settlement mechanism and if after sixty (60) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration wherever applicable, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. The arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.4 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall not be required to pay the Supplier any monies to the Supplier in respect of the matter related to the arbitration unless otherwise agreed.
- 11. Inspections and Audit by the Purchaser**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid and to have such accounts and records audited by auditors appointed by the Purchaser if requested. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures)
- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Document** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other Document to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related services performed, and by the Document submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The payments shall be made to the Supplier under this Contract in Indian Rupees only.
- 17. Taxes and Duties** 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser, except for customs duty payable in Bangladesh.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within fifteen (15) days of the notification of contract award, provide performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security if required, shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Purchaser in the **SCC**.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

19. Copyright

- 19.1 The copyright in all drawings, Document, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Patent Indemnity

- 20.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 20.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 20.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause

20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

20.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

20.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

20.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other Document or materials provided or designed by or on behalf of the Purchaser.

21. Confidential Information

21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any Document, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such Document, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

21.2 The Purchaser shall not use such Document, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such Document, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with such institution(s) participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.5 The provisions of GCC Clause 21 shall survive completion or termination for whatever reason, of the Contract.

22. Subcontracting

22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23.

Specifications and Standards

23.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other documents, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

24. Packing and Document

24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing

shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

25. Insurance

25.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

26. Transportation and Incidental Services

26.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26.2 The Supplier may be required to provide any or all of the following services, including additional services:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) on-site training of the end-user in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

26.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

27. Inspections and Tests

27.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the **SCC**.

27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods'

final destination. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 27.5 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.6 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving notice pursuant to GCC Sub-Clause 27.4.
- 27.7 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.5, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

- 28.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

29. Warranty

- 29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent

improvements in design and materials unless provided otherwise in the Contract.

- 29.2 Subject to GCC Sub-Clause 23.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the state.
- 29.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.
- 29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.5 Upon receipt of such notice, the Supplier shall expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 29.6 If having been notified, the Supplier fails to remedy the defect within 10 days, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

30 Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to the date of Bid submission, any law, regulation, ordinance, order, or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the

extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through a notice in accordance to GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the related services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during the performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to GCC Clause 14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Purchaser has engaged in a breach of Code of Integrity, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods procured by the Purchaser. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or

to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII – Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

GCC 1.1(h)	The Purchaser is: _____
GCC 1.1 (l)	The Consignee Locations are Specified in the Schedule of Requirement.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2010</i>
GCC 6.1	Joint Venture / Consortium not permitted
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: _____ For <u>notices</u> , the Supplier's address shall be: _____
GCC 10.3	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.3 shall be as follows:</p> <p>i) In case of dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p>

	<p>iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>vi) If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
<p>GCC 12 (additional clause 12.2)</p>	<p>Add as a new Clause 12.2 of the GCC</p> <ul style="list-style-type: none"> (a) The supplier shall provide free service at the site, including repairing/replacement /configuration required, if any, during a warranty period for one year and maintenance period for next four years, from the date of delivery of Ambulances at Consignee Locations (b) Warranty and maintenance services shall cover all spare parts except tyres, rubber and plastic parts and glasses (c) During the warranty and maintenance period, free maintenance services shall be provided every quarter or at the running of 10,000 km, whichever is earlier. The vehicle shall be repaired free of cost as an when required (d) In case of accidental damage of Vehicle, the Workshop shall coordinate and assist in claim settlement with Insurance Company (e) Repairing/rectification/replacement of parts/configuration shall be effected by the supplier within a reasonable time actually required to do so which in no case shall be more than 10 days. (f) In case the services are delayed beyond 10 days (in each instance), the delay penalty, equivalent to 0.075% per day shall be levied and deducted from the performance security. (g) If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee, it shall be liable to suitable action as deemed fit during the operative warranty period, and recovery of losses so incurred from the proceeds of performance security.
<p>GCC 13.1</p>	<p>Details of Document to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> (i) One original and two copies of the supplier's commercial invoice inname of the Purchaser, indicating the Contract number, Goods description, quantity, unit price, and the total amount being claimed. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;

	<ul style="list-style-type: none"> (ii) Dispatch Clearance Certificate (DCC) by the Consultant appointed by MEA; (iii) Copy of Chartered Engineer's Certificate issued by internationally certified Registered Chartered Engineer or Agency, appointed by the Supplier; (iv) List of items / medical devices/equipment/accessories supplied along with Ambulances; (v) One original of the manufacturer's Warranty Certificate covering all items supplied; (vi) An insurance policy is taken out as per GCC 25.1. (vii) Copy of Internal Test Analysis Report of the Manufacturer; and (viii) Any other/additional procurement-specific Document required for delivery/payment purposes showing delivery upto the final destination.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.
GCC 16.1	<p>The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of the Document submitted by the supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier's nominated bank account within 60 days of submission of the claim along with supporting documents, as per payment milestones given below:</p> <p style="padding-left: 40px;">1st payment milestone: Seventy (70) percent of the Contract Price of the Goods shall be paid upon submission of Documents specified in GCC 13.1;</p> <p style="padding-left: 40px;">2nd payment milestone: Thirty (30) percent of the Contract Price of the Goods shall be paid upon submission of Consignee Receipt Certificate (CRC) issued by an authorized official of Govt. of Bangladesh.</p>
GCC 18.1	Within 15 days after the Supplier's receipt of Notification of Award of work, the Supplier shall furnish Performance Security to the Purchaser for an amount of 3% of the contract value, valid up to 60 days beyond completion of all contractual obligations including warranty period of one year.
GCC 18.3	The performance security shall be in the form of a bank guarantee and the named beneficiary shall be _____ [name of purchaser] . The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Tender Document.
GCC 25.1	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods up to 3 months beyond the date of shipment, on an "All Risks" basis, including war risks and strikes showing purchaser as Beneficiary.
GCC 26.1	The Supplier is required under the Contract to transport the Goods to the specified place of final destination. Transportation to such place of destination, including unloading, insurance, and storage, as shall be specified in the Contract,

	shall be arranged by the Supplier, and related costs are included in the Contract Price.
GCC 27.1	<p>a) One prototype of the Ambulance to be introduced into operations must be approved by the committee constituted by the Purchaser before being taken up for serial production. All supplies are to be made as per the prototype finally approved by the purchaser.</p> <p>b) This final approved prototype may be retained by the Supplier till the end as a reference and will be the last ambulance to be rolled out to complete the order. The purchaser reserves the right to ask for appropriate changes in the patient compartment layout if not found suitable</p> <p>c) CMVR Compliance certification & all other tests on the vehicle required to verify compliance with the tender document for the complete homologated ambulance with all equipment and fittings loaded. These reports shall be obtained by the bidder from any of the testing agencies specified in CMVR, 1989 and the bidder shall bear all costs related to the same. Inspection for verifying compliance shall be conducted by a committee formed by the purchaser.</p> <p>d) This inspection may be conducted at the testing agency or at another location decided by the purchaser. The supplier will furnish all necessary documents, test reports, and compliance certificates to the inspection committee. The decision of this Purchaser shall be final and binding in all respects and is not subject to dispute.</p>
GCC 28.1	<p>The applicable rate shall be 0.075% per day.</p> <p>The maximum amount of liquidated damages shall be: <i>10%</i></p>
GCC 29.3	The warranty period shall be one year from the date of delivery of Ambulances at Consignee Locations

Section – IX Contract Form

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or a corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert a brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract Document referred to.
2. The following Document shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract Documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Technical Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedule)
 - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Letter of Acceptance

[on letterhead paper of the Purchaser]

..... **date.**

To: *[insert name and address of the Supplier]*

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder]*** for the execution of _____ *[insert **brief description of Goods and related services]*** against Bid Invitation Ref. No. _____ *(insert **Bid Ref. No.**)* is hereby accepted by the Purchaser for the Contract Amount of Rs. _____ *[insert **amount in numbers and words]***, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX, Contract Forms of the TenderDocument.

Authorized Signature:

Name and Designation of Signatory:

Name of Purchaser:

Performance Security Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: Joint Secretary (DPA-III), Ministry of External Affairs, Govt. of India

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and a brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

² *Insert the date twenty-eight days after the expected completion dates described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Acknowledgment of Receipt of Goods

CRC No.

Date

To

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the Technical specifications and terms & conditions of the Contract/ NOA and amendment if any.

Purchaser	
Contract i.e. NOA No. & Date	
Description of Goods Supplied Name of Goods: Schedule No. as per Contract: Model: Serial No.:	
Date of manufacturing	
Quantity supplied in Numbers	
Name of Supplier	
Invoice No. and Date	
Date of Delivery at Consignee Destination site	
Consignee full Address Name Address Contact No. Fax No.	

Seal Signature of Designated Consignee

Name :

Designation:

Seal:

Contact No:

Fax No. :