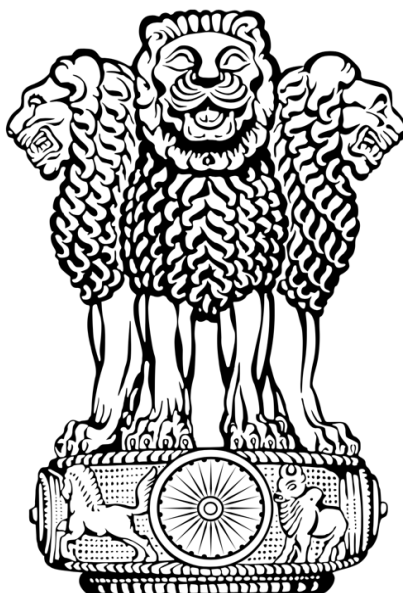


Ministry of External Affairs
Sushma Swaraj Bhawan
15 A Dr Rizal Marg
Chanakyapuri
New Delhi-110021

Tender Reference No: Conf/240/ /2022

Date of Publishing of RFP: 26th September 2022



**REQUEST FOR PROPOSAL FROM TRANSPORT MANAGEMENT COMPANIES FOR
PROVISION OF TRANSPORT FOR G20 MEETINGS TO BE HELD IN VARIOUS
CITIES OF INDIA FROM 01 DECEMBER 2022 TO 30 NOVEMBER 2023
DURING INDIA'S G20 PRESIDENCY**

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DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document is provided to the Bidder(s), by Ministry of External Affairs (hereinafter referred to as "MEA"), on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals/Quotations. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for MEA to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. MEA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. MEA may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

PROCESS OF SELECTION

The process of selection of successful agencies would be as follows:

- i. Issue of RFP.
- ii. Pre-Bid Meeting/ Clarification/ Corrigendum (if any).
- iii. Submission of Bids.
- iv. Opening of Technical Bids.
 - a. Pre-Qualification evaluation
 - b. Technical Bid Evaluation of Pre-Qualified Bidders
- v. Opening of Financial Bids only for the Bidders that are technically qualified.
- vi. Issue of Work Order to the bidders whose proposals have been ranked as highest total points (H1) on the basis of Technical and Financial Evaluation criteria as per the terms of this RFP.

FACT SHEET

<u>S No</u>	<u>Key Information</u>	<u>Details</u>
1.	Assignment Title	Request for Proposal (RFP) from Transport Management Companies for provision of transportation during conduct of G20 meetings.
2.	Purchaser	Summits Division, Ministry of External Affairs (MEA)
3.	Location	New Delhi
4.	Date of publication of the RFP	26/09/2022
5.	Last date of submission of queries	03/10/2022
6.	Pre-bid Meeting	1130 hrs on 04/10/2022 at Bhaskara Hall, Sushma Swaraj Bhawan (SSB), 15 A, Dr Rizal Marg, Chanakyapuri, Delhi-110021
7.	Bid Submissions	Online bids to be submitted on CPP Portal www.eprocure.gov.in & physical copies to be dropped in tender box placed at reception of Sushma Swaraj Bhawan, 15 A, Dr Rizal Marg, Chanakyapuri, Delhi-110021
8.	Method of Selection	Two bid system: (Technical & Financial)
9.	Earnest Money Deposit (EMD)	The bidder is required to submit EMD of Rs 40,00,000/- (Rs. Forty lakh only) valid for 45 days beyond final bid validity period. EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, NEFT from any of the commercial banks in favour of Pay & Accounts Officer, Ministry of External Affairs payable at New Delhi
10.	Performance Security	3% of the estimated contract value in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in favour of Pay & Accounts Officer, Ministry of External Affairs payable at New Delhi valid for a period of 60 days beyond the date of completion of all

		contractual obligations of the selected bidder
11.	Last Date and time for submission of bids	17/Oct/ 2022 at 1730 hrs
12.	Opening of Technical Bids	18/Oct/ 2022 at 1030 hrs
13.	Opening of Financial Bids	To be informed later
14.	Scope of Work	The detailed scope of work is provided at Part - I of this RFP
15.	Language of bid	The bid should be submitted in English
16.	Currency for Bidding	All quoted bids shall be in Indian Rupees (INR).
17.	Bid validity	150 days from the date of submission of Bid
18.	Bid documents	Bidders must submit their bids in line with the requirements stated in this RFP.
19.	Issue of Work Order	To be informed later
20.	Address for Communication	Shri Goutam Majumdar Section Officer (Summits) G20 Secretariat(Logistics) Room No. 102, 1st floor Sushma Swaraj Bhawan, Ministry of External Affairs, Dr Rizal Marg, Chanakyapuri, New Delhi-110021 Phone 011-24156539 Email – so.summits@mea.gov.in

1. Introduction

(a) India will hold the Presidency of the G20 group of countries for the first time with effect from 01 December 2022 to 30 November 2023. G20 is the premier forum for international economic cooperation that plays an important role in socio-economic governance and global issues ranging from climate and environment, trade and investment, health, agriculture, digital economy, energy, anti-corruption, employment, education, tourism and culture.

(b) Under India's Chair, over 200 meetings which will include Ministerial, Sherpa Meetings, Working Group (WG) and Engagement Group Meetings are likely to take place in various cities across India. Some of the working group meetings will also have side events/seminars/conferences along with main meeting. These meetings will be attended by Ministers/ Senior Officials (JS/AS/Secretary) Level Delegations from G20 member countries, guest countries and various other International Organisations totalling 43 in number.

(c) The aforesaid G20 meetings will be conducted all across India, the geographic spread will be across all the states and UTs of Union of India. Meetings will be held simultaneously across various cities requiring provision of large number of good quality vehicles to ferry delegates arriving to attend said meetings. Accordingly, it is imperative that appropriate transportation be provided to all the delegates and officials at each venue. Details of maximum vehicle requirements is defined in Part-I of RFP.

(d) It has been planned to host the meetings in approx 56 different cities/locations all across the country. **The number of cities is dynamic and may likely to change as and when specific requirement arise at a later stage.**

2. Invitation

(a) Ministry of External Affairs invites Tender from Transport Management Companies (TMCs) to provide transport services for provision of appropriate transportation during conduct of meetings on pan India during the forthcoming G20 Presidency of India. TMCs will be selected based on criteria defined in succeeding paragraphs. Selected TMCs will be responsible for provision of all types of vehicles as listed out in the document at various cities as per required numbers and condition on given dates. The detailed scope of work is listed in Part 1.

(b) The objective is to engage Transport Management Companies (TMCs) that have an extensive domestic network and expertise to provide assorted class of vehicles of high quality, drivers and all other facets involved with being a reliable and trusted Transport management company. Company(s) must be committed to meet the exclusive customer expectations whilst maintaining high standards of quality and professionalism. Considering

(c) The scale and importance of the event, expected quality parameters from TMCs are defined in Part – II, III and IV of this RFP.

3. **Strength of Guests.** The strength of guests participating in the G20 meetings is based on the kind of meetings being scheduled at each venue/ location. For planning purposes, the *approximate** number of meetings and strength of participating guests is as tabulated below:-

(a) **Meetings:-**

<u>S No</u>	<u>Type of Meeting</u>	<u>Number of Meetings Planned</u>	<u>Number of Guests likely to participate</u>
(i)	Ministerial Meetings	25 (Twenty-five)	250- 300
(ii)	Sherpa Meetings	4 (Four)	200 -250
(iii)	Working Group (WG) Meetings	86 (Eighty-Six) WG meeting along with approx 56 (Fifty Six) side events, seminars, conferences	130 - 200
(iv)	Engagement Group (EG) Meetings	46 (Forty-Six)	From 50-500 delegates based on various format

(b) The above mentioned dignitaries and delegates attending the G20 meetings would include the following:-

- (i) VVIPs, Honourable Ministers.
- (ii) International delegations.
- (iii) Indian Government Officials participating in meetings.
- (iv) Participants from Civil society organizations.

(c) In addition to above listed guests, additional officials and staff ranging from 60-100 will also be helping in conduct of these meetings and they will also require transport services to deliver the assigned task to them, which includes:

- (i) Press and Media
- (ii) Officials of line ministries
- (iii) Officials and staff from G-20 Secretariat
- (iv) Liaison officers etc

4. **Layout of RFP.** This RFP has been divided into five parts as follows:-

(a) **Part I.** Contains essential details of scope of work, services required, etc.

(b) **Part II.** Contains Pre-Qualification Evaluation Criteria, Technical and Financial Evaluation.

(c) **Part III.** Contains General Information and instructions for the Bidders about the RFP such as the date, time and place of submission of bids and opening of tenders, validity period of tenders, EMD etc.

(d) **Part IV.** Standard Conditions of RFP, which will form part of the contract with the Selected Bidder.

(e) **Part V.** Contains special conditions applicable to this RFP and which will also form part of the contract with the Selected Bidder.

5. **Issue of RFP.** This RFP is being issued with no financial commitment and MEA reserves the right to change or vary any part thereof at any stage. MEA also reserves the right to withdraw the RFP at any stage.

6. **PART I-SCOPE OF WORK:**

6.1 Under India's Chair for G20, over 200 meetings which will include Ministerial, Sherpa Meetings, Working Group (WG) and Engagement Group Meetings are likely to take place in various cities across India. Some of the working group meetings will also have side events/seminars/conferences along with main meeting and which are inclusive of over 200 meetings. These meetings will be attended by Ministers/ Senior Officials (JS/AS/Secretary) Level Delegations from G20 member countries, guest countries and various other International Organisations. These G20 meetings will be conducted all across India, the geographic spread will be across all the states and UTs of Union of India. Meetings will be held simultaneously across various cities requiring provision of large number of good quality vehicles to ferry delegates arriving to attend said meetings. Accordingly, a range of vehicles including luxury sedans, sedans, SUVs, vans & luxury buses shall be made available by the selected vendor.

6.2 **Services required from TMCs:** Delegates from member countries, guest countries and IOs will be visiting India to attend Ministerial, Sherpa, Working Group or engagement group meetings. The selected TMCs have to ensure the provision of good quality of vehicles and movement and management of vehicles.

(a) For all the Ministers and Sherpa visiting India during their respective meetings, they will be provided with a dedicated vehicle. The vehicle will be available with these dignitaries from their arrival till departure from India. For Working group meetings, Heads of delegation will also be provided with dedicated vehicle.

(b) For all other participating delegates vehicles will be provided only for the transfers related to official programme of the meeting, which includes transfer from airport to hotel, Hotel to conferencing venue, transfer to cultural evening venue, transfer to Industrial site visit venue, to the excursion site visits and for other miscellaneous official engagements. Also, vehicles (Ciaz, Dezire etc) will be provided for line ministry officials and staff, G20 secretariat officials and staff, Liaison Officers and Media personnel on case to case basis.

(c) The Ministerial and EG meets will be for 1-2 days and Working group and Sherpa meetings will be for 2-3 days. The exact plan and flow of events related to a particular meeting will be shared with selected TMCs closer to the meeting date for concrete planning towards positioning of vehicles.

(d) During the cultural evening, excursion site visit or any other official visit which involves movement of large delegation, transfers will either be provisioned through luxury buses or vans as deems fit.

(e) To ensure the above said requirements following is requested from TMCs:

(i) Positioning of vehicles as requested

(ii) Positioning of overall supervisor and required staff to assist him for planning, controlling and managing the movement of fleet of vehicles at the meeting venue. Overall supervisor has to establish a Transport Desk.

(iii) Selected TMCs has to appoint nodal officers to remain in constant touch with

G20 secretariat at Sushma Swaraj Bhawan, New Delhi.

6.3 Essential Vehicle Fleet. On any particular day, there can be more than one meeting being held simultaneously at different cities of country. The exact requirement of vehicles for a city will only be ascertained based on number of registration of delegates and their itinerary. Wherever feasible, mass movement of delegates will be catered in luxury vans or buses. Accordingly, the tentative envisaged requirement of vehicles is as follows:-

(a) For Ministerial/ Sherpa meetings :

Luxury Sedan car for Ministers (Mercedes E Class and equivalent)	: 42
Innova Crysta or equivalent vehicle not less than 4.4 m	: 42
Luxury Buses (Volvo/ Mercedes/ Scania or equivalent 42 seater)	: 06
Sedans (15 Sub 4 m, 15 mid sized sedans 4 m - 4.5 m)	: 30
Vans (Toyota Coaster & equivalent)	: 10

(b) For Working Group (WG)/ Engagement Group (EG) meetings:

Luxury Sedan car for Ministers (Mercedes E Class and equivalent)	: Nil
Innova Crysta or equivalent vehicle not less than 4.4 m	: 60
Luxury Buses (Volvo/ Mercedes/ Scania or equivalent 42 seater)	: 06
Sedans (15 Sub 4 m, 15 mid sized sedans 4 m - 4.5 m)	: 30
Vans (Toyota Coaster & equivalent)	: 10

(c) The above mentioned vehicle requirement is just tentative and has been kept on maximum side for planning purposes only. The exact requirement of vehicles for a city will only be ascertained based on number of registration of delegates and their itinerary. Wherever feasible, mass movement of delegates will be catered in luxury vans or buses. E.g on the day of visit to excursion site, requirement of Innova Crysta or dedicated vehicles may not be there or be very minimal as all delegates will be accommodated in luxury buses for such visits. Therefore the exact requirement of vehicles is going to be very dynamic. **The supervisor positioned by selected TMCs has to plan the broad requirement of vehicles on a particular day and has to get it approved from G20 secretariat.**

6.4 Movement of Vehicles. The successful vendor shall be required to provide transportation for transfer of delegates as under:-

- (a) Airport to Hotels and Hotel to Airport transfers.
- (b) Hotels to the Meeting Venue and back.
- (c) Meeting Venue/ Hotels to the venues of Welcome dinner/ Gala Dinner/ Farewell dinner.
- (d) Meeting Venue/ Hotels to the excursion sites and back.
- (e) Any other requirement as given in the meeting program/ schedule.

(f) The vehicles provided to Ministers/ VVIPs shall be at their disposal throughout, from their arrival to departure. These vehicles may undertake movement other than specified above.

(g) Transport from International to Domestic airport terminals, wherever required. Details of the cities, where it is essential and of delegates requiring such services shall be shared with sufficient time notice.

6.5 Time & Distance.

(a) The vehicles for participating delegates, as sought by the Ministry may be requested 01 day before commencement of meeting (OR one day before arrival of the delegation) on case to case basis (for the purpose of security clearance of vehicles and drivers). The day of arrival for most delegations will be one day before the scheduled meeting and the day of departure will be the day after the last day of scheduled meeting.

(b) Some of the vehicles for G20 secretariat officials and organising teams may need to be provided from 5-7 days before the meeting. These vehicles shall be de-hired upon complete closure of meeting arrangements and settlement of other aspects, which may take upto 2-3 days after the meeting.

(c) **Running Distance.** The distance envisaged to be run by the vehicles will vary for each city. Even for a particular meeting, different types of vehicles may cover different distances depending upon the relative locations of hotels, meeting venues, excursion sites etc.

Qualitative, Technical and Administrative Requirements for Supply of Vehicles under the Agreement

6.6 Cleanliness, quality, mechanical fitness and road worthiness in all respects shall be ensured every time the vehicles are deployed for duty.

6.7 All vehicles tendered will have comprehensive insurance and all other documents as required by Central Motor Vehicle Act. The **selected TMCs** agree that:-

(a) All vehicles employed under this agreement will be passed fit mechanically and commercially in all respects by the authorities/ officials concerned. The vehicles will comply with the specifications spelt out in Automotive Industry Standards as amended from time to time.

(b) All documents related to a vehicle including Registration books, duly attested and Insurance Policy are liable to be examined by a designated official from this ministry, when the vehicle reports for duty.

6.8 Standard of Vehicles

(a) **Appearance.** External appearance should be clean, dust free, well painted, polished and without any dents/ scratches. The interior should be neat and clean with impeccable layout and stowage. All removable items should be properly secured to the body of the vehicle and should remain in position when the vehicle is moving. There should also be no unnecessary noise due to these items, both when stationary and on the move.

(b) In addition to conditions related to essential details, road worthiness and quality specifications applicable to all vehicles listed in earlier paragraphs, the following will be adhered to :-

- (i) The TMCs will ensure pre-sanitisation and cleanliness of vehicles.
- (ii) The vehicle will carry one serviceable spare wheel, necessary tools for repairs & fire extinguishers.
- (iii) The vehicle should adhere to existing exhaust emission norms.
- (iv) All lights including beacon lights and indicators should be in working condition.
- (v) There should not be any unwarranted vibration/ sound from Engine/ Exhaust or any other part of the vehicle.
- (vi) Tyre pressure is accurate as per manufacturer and tyres are in good condition.
- (vii) First Aid Box with medicines will be placed in each vehicle.
- (viii) Good condition of interior upholstery of the vehicle. The seats of the vehicle should be comfortable.
- (ix) Vehicles will be fumigated against infectious diseases (if any); all expenses in this connection will be borne by the Seller.
- (x) Vehicle to be in possession of all necessary documents i.e. registration certificate, comprehensive insurance policy, route permit and valid Pollution Under Control certificate. Non possession of any of these documents may render the vehicle to be rejected.

6.9 **Vintage of the Vehicles.** Vintage of the vehicles which will qualify the Seller for securing the contracts are as given as under (* **The below mentioned vintage is only for the consideration during technical evaluation stage, however the actual vehicle to be provided to**

delegates shall be at par with brand new condition both in appearance and with good condition of engine and accessories)

S. No.	Type of Vehicles	Maximum Vintage as on 01 April 2022
(a)	Sedans/ Luxury Sedans/ Vans/ SUVs	05 Years
(b)	Buses	06 Years

6.10 **Specific Conditions Applicable to Buses.** In addition to essential details, road worthiness and quality specifications applicable to all vehicles, terms as applicable to buses are as covered in subsequent paragraphs.

- (a) **Type of Bus.** Only Volvo/ Mercedes/ Scania **Luxury coaches** will be provided. In extremely remote locations where it is not feasible to provide these particular make models, the next best luxury coaches shall be provided. The seats shall be strictly in seating configuration (no sleepers).
- (a) **Drinking Water.** Drinking water should be available in the bus, in water bottles properly stowed in the holders.
- (c) **Luggage.** Overhead baggage rack should be provided within the bus on either side of the aisle for hand baggage.
- (d) **Emergency Exits.** All emergency exits shall be prominently designated in red letters in English as under. In addition representative signals may also be used.

"EMERGENCY EXIT"
or
"EMERGENCY DOOR"

- (e) **Lighting.**
- (i) **External.** External lighting, signalling and indicating systems of the bus should comply with the Rules laid down of the Central Motor Vehicle Rules, as amended from time to time. This also includes side marker lamps mounted on the sides of the Bus at heights of 800-1200 mm above ground level.
- (ii) **Internal.** Lighting systems shall provide adequate illumination inside the bus for the safe operation by the driver and the passengers, during darkness and other conditions of reduced visibility. At least two night lights spaced at suitable interval shall be provided in the passenger compartment.

(f) **Curtains.** It's not mandatory to provide curtains. However, wherever provided, the condition of curtains should be good and they should not be worn out/faded. The shade should be dark and material should be of acceptable quality. It should be easy for passengers to draw and undraw the curtains as per respective individual requirements. There should be a slot/arrangement for proper securing of the curtains when drawn.

(g) **Flooring.** Flooring is mandatory and should be of suitable material giving a good/aesthetic appearance. The surface should also not present any obstruction to move of transients.

(h) **Seats.** The seating configuration should be either 2x2 or 2x1, affording sufficient space for passenger to sit, get in/ out of the seat and move through the aisle. The seats should be of the highest quality as available in the best buses available commercially.

(i) **Seating Capacity.** Minimum seating capacity the bus shall have is 40.

6.11 **Specific Conditions Applicable to Light Vehicles.** Every vehicle shall be provided with the following utilities:-

- (a) First Aid Box.
- (b) Bottled Water.
- (c) Newspapers/ magazines.
- (d) Fire extinguisher as per norms.
- (e) Air freshener.
- (f) Hand Sanitizer.
- (g) Car tissue papers.
- (h) Face Masks.
- (i) Hotspot as when required by delegates

Performance of Duty

6.12 **Management of Vehicle Fleet**

(a) The entire fleet shall be controlled by the TMC and a Transport Desk to be constituted by TMC shall oversee the same. The Transport Desk shall include representative from G-20 Secretariat (Logistics), representative from the concerned line ministry and (adequate) staff from the service provider including a team leader. The vehicle pool/ combination of vehicles for different purposes e.g. between airport and hotel/ between hotel and meeting venue shall be decided by the Transport Cell as required.

(b) **Role of Transport Desk**

- (i) Positioning of vehicles for different delegates/ delegations as per requirement.
- (ii) Real time monitoring and control of vehicles.

- (iii) Control of drivers and other staff involved in the operation.
- (iv) Replacement of faulty or broken down vehicles.
- (v) Keeping track of mileage/ distance covered by each vehicle on daily basis and ensures maintenance of a proper log book.
- (vi) Inspection of vehicles and declaring it fit for deployment on daily basis.

6.13 Employment of Manpower. The Agency shall provide in addition to drivers and other personnel involved in running of vehicles, adequate staff to monitor & control the movement of vehicles. This staff shall form part of the Transport Management Desk. Composition of this control/ monitoring team may be determined by the Service Provider. In addition the following is required:-

- (a) Successful bidder will also ensure verification of credentials of drivers prior to their hiring and also to ensure that the drivers being employed have adequate experience.
- (b) All person(s) employed by Successful TMCs in handling the transport under the contract shall get their credentials verified.

6.14 Standards for Drivers. The drivers should meet the following qualitative requirements :-

- (a) **Experience.** The driver should have min 5 yrs of driving experience and a valid driving license at least 5 yrs old.
- (b) **Fluency in English.** All drivers employed shall be English speaking for communication with the delegates as and when required.
- (c) **Knowledge.** Drivers should have sufficient knowledge of the city and should be well conversant with all the routes.
- (d) **Turnout.** All the drivers will be attired in similar uniform with laced shoes. Details of the uniform shall be covered in the technical presentation at Technical Evaluation stage.
- (e) **Medical Condition.** Drivers should be medically fit with COVID vaccination certificate.
- (f) **Conduct.** The manner, etiquettes and behaviour of the drivers should be sober, amicable and acceptable as per societal norms. Under no condition the driver will be rude to the users.
- (g) On account of undesirable behaviour/ conduct, any Driver is liable to be changed immediately, if instructed by the concerned official from this ministry.

(h) **Mobile Phones**. All drivers will be in possession of mobile phones however, they are required to be put in silent mode. **USE OF MOBILE PHONES WHILE DRIVING IS NOT PERMITTED.**

6.15 Branding. All the vehicles deployed for transfer of delegates during G-20 meetings shall be branded with G-20 logo (in form of removable stickers) by the concerned Event Management Company (EMC) or any other agency concerned appointed by MEA. The service provider must agree to such appropriate branding of vehicles.

7. PART II - ELIGIBILITY CRITERIA & EVALUATION PROCESS:

7.1 **Minimum Eligibility Criteria.** The minimum eligibility criteria to participate in bidding process is as tabulated below:-

S No	Basic Requirement	Specific Requirement	Documents Required
(a)	Legal Entity	The Applicant should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932 or Registered as a society under the Societies Act, 1860 for at least 5 (Five) years.	- Copy of valid Registration Certificates - Copy of Certificates of incorporation
(b)	Turnover	Annual Turnover of the Company for any Three financial years during the last six financial years (consideration kept due to Covid 19 pandemic), i.e. from FY 2016-17 to FY 2021-22 (as per the last published audited balance sheets), should be more than Rs. 20 Cr (Rupees Twenty Crores) in each financial year	Copy of Audited Annual Accounts or CA Certificate certifying the turnover of the organization with CA's Registration Number/ Seal (Format at Annexure V). In case the audited Financial Statement for the FY 2021-22 is not available then provisional Financial Statement duly certified by CA is to be submitted.
(c)	Experience	The agency shall have experience in supplying transport services for at least 08 times for high level government or corporate events involving foreign nationals/delegations. (for	Work Orders/ Work Completion Certificates/ MoU and Receipt of Final Payment from the client

		<p>govt events, visits of HOS/HOG/ministers/foreign govt officials shall be considered, for corporate events conferences/ seminars /events of MNC, PSUs, Banks etc shall be considered) at least 01 out of these 08 events shall have participation of more than 50 personnel.</p> <p>In addition, the agency shall have at least 15 years of experience in offering transport services.</p>	
(d)	Geographical Presence	Bidding company must have five (05) or more Office Centres pan India for coordinating events and tours	Address, Contact Details along with documents of office registration or any legal proof of presence of office including rent agreements in the name of company. Rent agreement post 31 July 2022 will not be considered.
(e)	Employees on Payroll	Bidding Company should have on its payrolls a minimum of 80 professionals including a minimum of 50 chauffeurs as on 31 July 2022.	Company shall submit corresponding EPF statement or Letter from HR as documentary evidence.
(f)	Tax Registration	Bidding company shall hold valid GST registration and PAN certifications	Copies of relevant certificates of registration
(g)	Non-Blacklisting	Bidding company should not be blacklisted by any central or state government company, PSU etc.	Self- Undertaking in this regard to be submitted (format at Annexure VI) Also bidding agencies have to declare the total number of

			arbitration cases they had in past and are currently going on with any government agencies and ministries.
(h)	Website	The agency shall have their functional online website for real time bookings, record of vehicles, records of chauffeurs and monitoring of vehicles.	Web link to the website.
(i)	Vehicle Fleet	<p>(i) The agency should have at least the following fleet of cars registered in India in the name of bidding agency or bidding agency shall have following fleet of vehicles with long leasing model of 01 year or more:</p> <ul style="list-style-type: none"> • 5 Mercedes Benz cars and equivalent registered in name of agency <p>or</p> <ul style="list-style-type: none"> • 10 Mercedes Benz cars and equivalent on long lease of 01 year or more. <ul style="list-style-type: none"> • 30 Mix of Innova Crysta and Camry cars (minimum 05 of each type) • 40 Mix of Dzire/ Ciaz (minimum 10 of each type) • 4 Minivans/ shuttle buses (10-12 seater equivalent) • 4 Luxury Buses • Overall there should be a minimum of 120 vehicles registered with the agency 	<p>Affidavit regarding ownership of vehicles supported by registration documents or leasing agreement.</p> <p>Registration of vehicles shall not be older than 01 Apr 2017.</p>

7.2 Evaluation Process

7.2.1 Evaluation Criteria:

(a) The two bid system (Technical and Financial) shall be followed for this tender. The bid (complete in all respect) shall be submitted online at Central Public Procurement Portal/Website: <http://eprocure.gov.in/eprocure/app> as well as Physical bids sealed in two separate envelopes/covers (**one for technical bids and second for financial bids**) to be dropped in tender box placed at reception of Sushma Swaraj Bhawan. Top centre of each envelope shall have heading in capital letters as follows:

- (i) **Technical Bids for selection of TMC for G20 – “Name of Bid submitting agency”**
- (ii) **Financial Bids for selection of TMC for G20 – “Name of Bid submitting agency”**

(b) Tender box will be opened at pre-designated time as mentioned in fact sheet, interested agency may send their representatives physically during tender opening. MEA will invite shortlisted agencies who fulfil technical parameters mentioned above at a short notice (may be less than 48 hours) to make a 15-minute (maximum) **presentation of their Technical and financial soundness and way ahead to handle the G20 meetings before a Tender Evaluation Committee (TEC)** of MEA on a specified date. Agency shall respond to the queries of TEC based on RFP and submitted documents during the presentation. The agencies, which remain absent during the presentation of their Technical Bid before the committee will be disqualified technically.

(c) The agencies which will qualify technical parameters as mentioned in Para 7.1 and justify to the queries of TEC will only be eligible for opening of their financial bids.

7.2.2 Technical Evaluation Criteria:

TMCs need to submit all the relevant documents to justify basic minimum criteria related to parameters mentioned in para 7.1, agencies fulfilling all the criteria would be invited to make a 15-minute (maximum) **presentation of their Technical Bids and financial soundness and way ahead to handle the G20 meetings before a Tender Evaluation Committee (TEC)** of MEA on a specified date and respond to the queries of TEC based on RFP. The companies, which remain absent during the presentation of their Technical Bid before the committee will be disqualified technically. After evaluation of the Technical Bids by the TEC, **financial bids of only the TMCs qualifying during technical bidding process and justifying the queries of TEC during presentation, would be opened.**

7.2.3 Financial Evaluation Criteria:

(a) The entire set of 55 cities (Majority of tier – I and tier – II cities) has been divided into 04 regions as North, West, South and East. Cities of Every state or UT are placed in a single

region. Therefore any further addition of a city for that state will go to the same region. The bidders shall submit their financial bids as per the format at Annexure-I for all regions. **Participating agencies have to mandatorily submit financial bids for each region and for each class of vehicle in that region. Not filling of financial bids for a particular region or a particular class of vehicle will result in cancelling of all bids submitted by agency and agency shall not be considered for award of work. Also, participating TMCs have to give an undertaking for willingness to provide transport services in any region allotted to them as per the format given at Annexure-IV.**

(*The name of cities and tentative number of meetings for each city will be presented to agencies during pre - bid meeting to help agencies in further planning of their financial quotes.***)**

Distribution of states in different regions and tentative number of meetings (except for side events) for each region are as defined below:

Sl	Region	States/Uts	No. of Meetings
1.	North	Himachal Pradesh, Punjab, Haryana, Uttarakhand, Rajasthan, Uttar Pradesh, Chandigarh, Delhi	42
2.	West	Gujarat, Madhya Pradesh, Maharashtra, Goa, Daman & Diu, Lakshadweep	45
3.	South	Telangana, Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Puducherry, Andaman & Nicobar Islands	45
4.	East	Bihar, Jharkhand, Chhattisgarh, West Bengal, Orissa, Assam, Meghalaya, Manipur, Mizoram, Sikkim, Tripura, Nagaland	25

(b) Based on the financial scores, L1 for each region will be calculated on the basis of overall financial bid of all class of vehicles and rates for extra hours and kilometres. A total of 04 TMCs will be selected based on the L1 scores of each region. Work order for each region will be awarded to a separate TMC. Till the conditions permit no agency will be awarded work order for more than one region (**Permitted only if technically qualified agencies are less than 04 or qualified agencies disagrees to offer services at L1 rates or due to any other reason which may be envisaged by ministry for successful provision of transport services for G20 meetings**).

(*In case same bidder is coming L1 in more than one region then it will be the discretion of ministry to award work to L2/L3/L4 bidders on the L1 rates. In this regard all TMCs have to submit an undertaking for willingness to work at L1 rate quoted for each region as per Annexure-IV)***.**

(c) In such cases where same agency is L1 in more than one region, Allocation of regions between L2/L3/L4 will be decided by the Tender evaluation committee and same will be non-

negotiable. The broad criteria for allocation of regions in such cases will be geographical presence, technical and financial soundness of agency for that particular region or any other criteria deems fit to ministry and TEC. EMD of TMCs submitting unwillingness or failing to supply services in their allocated regions shall be forfeited. **Also, Selected TMCs allocated a particular region have to give an undertaking for providing services at L1 rate of that region.**

(d) Considering the spread of cities, transiting the fleet of vehicles from a bigger hub to smaller cities (especially to remote locations and for luxury class of vehicles) is envisaged. Cost incurred on transportation/transit of vehicles should be included in the financial quotations of relevant region. No separate costing for transit of vehicles is sought in this bidding system. **The amount quoted for a particular vehicle in a particular region will be considered as final amount inclusive of all charges (i.e transit charges if applicable, road tax, municipality tax, toll tax or any other type of taxes/charges except for GST . (GST will be paid extra wherever applicable). The applicability of the quoted rates will be valid till the validity of this contract.**

(e) Cities shortlisted for G-20 meetings cover almost all the existing states and UTs of Union of India. Also, the existing list is tentative wherein some addition and deletion of cities may take place in due course of time. Therefore, in such cases, the agency which has been offered the work order for a particular region will be bound to offer transport services in newly added cities of that state in their region. The rates for transport services in newly added cities of each region will be same as agreed during financial evaluation of this RFP for respective regions. Ministry will not seek the fresh rate for newly added cities in future.

8. **PART III- INSTRUCTIONS TO BIDDERS:**

8.1 **Schedule of RFP Selection Process**

(a) The timeline for the RFP process is as follows. While no changes to this timeline are anticipated, it is subject to amendments owing to circumstances. Any such changes shall be promptly conveyed to the bidders through suitable corrigendum.

<u>Date</u>	<u>Action/ Event Description</u>
26.09.2022	RFP issued
03.10.2022	Deadline for bidder questions
04.10.2022	Pre-bid Meeting
17.10.2022	Last date for Submission of Bids
Will be informed later	Presentations scheduled
Post completion of all procedures	Anticipated decision and selection

(b) **Pre-Bid Meeting**. A pre-bid meeting will be arranged **at 1130hrs on 04.10.2022** at Bhaskar Hall, Ground floor Sushma Swaraj Bhawan before submission of Bids by the participating companies.

(c) MEA at its sole discretion, reserves the right to extend the deadline for the submission of proposals (PDD) uniformly for all bidders by issuing an corrigendum.

8.2 **Instructions for Submission of Proposals.**

(a) The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Physical bids to be submitted in tender box kept at reception of Sushma Swaraj Bhawan, Rizal Marg, Chankyapuri as illustrated in Para 7.2 of this RFP.

(b) Bidders are advised to follow the instructions provided in this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

(c) All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app>.

(d) Online bids without any of the required documents will be summarily rejected.

(e) Both technical and financial bids are to be submitted concurrently duly signed digitally on the Central Public Procurement Portal.

(f) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

(g) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

(h) The online bids (complete in all respect) must be uploaded online in Two Covers (Cover- I: Technical and Cover-II: Financial bid).

(i) The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) - specified at **Annexure-I** of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes and other details (such as 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 file name and same bids shall be dropped physically at tender box of Sushma Swaraj Bhawan.

8.3 The bidder shall bear all costs associated with the preparation and submission of its bids and the MEA will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between the Ministry and any of the bidders until execution of contract.

8.4 Validity of Bids.

(a) Bids shall remain valid and open for acceptance for a period of 150 days from the last date of submission of Bids.

(b) In case, Ministry of External Affairs calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

(d) The Ministry of External Affairs may seek for extension of validity of bids with mutual agreement between Ministry and bidders, without any modifications and without giving any reasons thereof.

8.5 Earnest Money Deposit.

(a) Bidders are required to submit as part of the bid as an Earnest Money Deposit (EMD) of ₹ 40,00,000/- (Rupees Forty lakh only). The scanned copy of EMD must be uploaded on CPP Portal and original to be delivered to the Section Officer (Summits), Room No. 102, Sushma Swaraj Bhawan, Chanakupuri, New Delhi-110021 on or before the last date of bid submission. The bidder is required to submit EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects, valid for a period of forty-five days beyond the final bid validity period, in favour of 'Pay and Accounts Officer, Ministry of External Affairs', payable at New Delhi. Firms registered under MSME are

exempted from submission of EMD of Rs. 40,00,000/-. (MSME certificate must be uploaded on CPP Portal along with other relevant documents)

(b) EMD of all bidders except in case of the bidder obtaining the work order will be returned to them not later than 30 (Thirty) days after the declaration of results of technical stage. **EMD with the Ministry for the purpose of tender will earn no interest.** EMD will be forfeited on account of one or more of the following reasons:-

(i) The Bidder withdraws/modifies without notice his bid during the period of bid validity. In such a case, the Ministry may also debar it from participating in future tenders.

(ii) In case the Selected Bidder fails to sign the Contract in time and furnish performance guarantee.

(iii) In case selected bidder submitting unwillingness or failing to supply services in allocated regions.

(iv) As felt or observed by ministry on account of any kind of misappropriation or for trying any sort of influence to get the work order

(c) The Selected Bidder's EMD shall be returned, upon submission of the Performance Guarantee and signing of the Contract.

8.6 Rejection of bids.

(a) Any proposal received after the closing time for submission of proposals shall be returned unopened.

(b) Notwithstanding anything contained in this RFP, the Ministry reserves the right to accept or reject any bid and to annul the selection process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the Ministry for rejection of their bid.

(c) Any failure on the part of the bidder to observe the prescribed procedure, canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

(d) Failure to furnish all the information required in accordance with the RFP may result in rejection of the bid.

(e) The contract shall be promptly terminated if it is found that the firm is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

8.7 RFP Queries: Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for the tender or the contact person as follows:

**The Section Officer (Summits)
G20 Secretariat(Logistics)
Ministry of External Affairs
Room 102, Sushma Sawaraj Bhawan
Chanakyapuri,
New Delhi – 110021
Tel: +91-11-24156476, 24156539
e-mail : so.summits@mea.gov.in, confcell@mea.gov.in**

8.8 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 no 1800 3070 2232

8.9. Acknowledgement by Bidder: The bidder must submit an acknowledgement as per format placed at **Annexure IV** along with Technical Bid stating that the bidder has :-

- (i) Made a complete and careful examination of the RFP;
- (ii) Received all relevant information requested from the Ministry;
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Ministry;
- (iv) Satisfied itself about all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations there under;
- (v) Agreed to be bound by the undertaking provided by it under and in terms hereof.

8.10 Ministry shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process there under, including any error or mistake therein or in any information or data given by the Ministry.

8.11 Issue of Work Order.

- (a) After selection, a Letter of Award (LOA) incorporating all clauses, terms and conditions of this RFP shall be issued, in duplicate, by MEA to the selected TMC and the selected TMC

shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received within the stipulated date, MEA may, unless it consents to extension of time for submission thereof, cancel the LOA.

(b) In case the successful bidder fails to sign the contract within 15 days of award of work (date of issue of LOA), a show-cause notice may be issued to the company on the same and the company may be debarred and blacklisted from bidding in future, upon providing unsatisfactory explanation.

(c) The engagement shall be effective on the date of its signing of contract and shall continue until 18 months with a provision of extension of contract for 01 more year with mutual consent of parties **on the same rates and terms and conditions** or unless otherwise terminated by MEA.

(d) Failure of the successful bidder to agree with the Terms & Conditions of this RFP post selection shall invite penalties.

8.12 The Ministry reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

9. PART IV- STANDARD CONDITIONS OF RFP:

9.1 The Bidders are required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract Agreement concluded with the successful Bidder (i.e. Contractor/ Supplier in the contract) as selected by the Ministry. Failure to do so may result in rejection of the Bid submitted by the Bidder.

9.2 The following Terms & Conditions of the Agreement with MEA shall be applicable:-

(a) MEA reserves the right to negotiate any or all RFP terms and conditions, and to cancel, amend or resubmit this RFP in part or entirety at any time.

(b) The bidder must certify that the prices offered were arrived at independently and without purpose of restricting competition with other bidders, including but not limited to subsidiaries, and that prices have not been and will not be knowingly disclosed to any other bidder unless required by law. Failure to comply with these requirements may result in Summits Division/ MEA having to re-evaluate the selection of a potential bid. We may reject a proposal at any stage if it is found that the company recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a company ineligible, either indefinitely or for a stated period of time, if at any time it is found that the company has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

(c) This RFP is not an offer to contract, but represents a definition of specific requirements and an invitation to qualified TMCs to submit a response addressing our requirements. Issuance of the RFP, your preparation and submission of a proposal, and subsequent receipt and evaluation of your proposal by MEA does not commit us to award a contract to you or any other respondent, even if all requirements stated in the RFP are met.

(d) All costs of participation including your proposal and subsequent activity in the selection phase are at your risk and any such costs, whether direct or indirect, are the sole responsibility of the bidder.

(e) Nothing in this document shall be construed as an offer by MEA and no terms, discussions or proposals shall be binding on either party prior to execution of a definitive agreement. MEA reserves the right to reject any part or the entire proposal. Summits Division's decision may be made on any basis it deems pertinent to this undertaking, regardless of whether or not a particular factor is described in this Request for Proposal or otherwise discussed between the parties.

(f) The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids open, due to bidder's failure to be aware of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder

represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

9.3 **Period of Contract.** The validity of the contract will be for a period of 18 months. “There may be a provision of extension of contract by 01 more year with mutual consent of parties on the **same rates and terms and conditions**”. Performance under the Contract will be evaluated regularly and the Ministry reserves full rights to renew, replace or terminate the contract unilaterally in case services are not received as per time, quality and standard specified in the RFP.

9.4 It is envisaged that selected TMC may have to ensure transportation at more than one locations simultaneously, therefore a robust planning for logistics arrangement in advance and manpower deployment at locations must be ensured by selected TMC.

9.5 **Agreement Deed.** The successful bidder shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper at the time of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) as per the format given at Annexure VIII which shall be **3%** of the estimated contract value.

9.6 **Performance Security/ Guarantee.** The successful TMCs shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of **3%** of the total estimated contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders.

9.7 If the Contract is terminated by the successful TMCs without giving stipulated period of notice (**i.e. minimum of 60 days**) or fails to observe the terms & conditions of the Tender and the agreement signed by the TMC with the Ministry of External Affairs, the Performance Bank Guarantee will be forfeited without prejudice to the Ministry’s right to proceed against the TMC for any additional damages that this Ministry suffers as a result of the breach of the aforesaid terms and conditions.

9.8 **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

9.9 **Settlement of Disputes and Arbitration.** All disputes, differences and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitrator under the Arbitration and Conciliation Act 1996, the Arbitration and Reconciliation Amendment Act (2015) as amended up to date.

9.10 The Arbitration award will be final and binding upon the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise.

9.11 All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi only.

9.12 **Consortium / Joint Venture.** Agencies are allowed to form Consortium/ Joint Venture and associations. However, agencies should have completed such Consortium/ joint ventures and associations before 31 Aug 2021. Any Consortiums/ Joint ventures or associations formed by agencies post 31 Aug 2021 will not be considered during technical evaluations.

9.13 **Penalty Clause.**

(a) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, the Ministry may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary.

(b) The penalty with respect to its time period shall be quantified by the Ministry at its own discretion/satisfaction.

(c) It would be first and foremost the responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions.

(d) In the event of delayed or unsatisfactory services the Ministry may recover a sum from the contractor equivalent to a minimum of 0.5% per week of the total contract value for any portion of services delayed / negligence in service as per the agreed upon deliverables. The maximum amount which shall be recovered would be 10% of the total contract value of the price for any portion of services delay/ negligence in service.

(e) Certain lapses which shall invite penalties are given below:-

- (i) Late arrival of vehicle.
- (ii) Improper turnout of driver.
- (iii) Unclean/ smelly vehicle.
- (iv) AC Malfunctioning.
- (v) Vehicle breakdown during the course of duty.

- (vi) Driver's poor knowledge of routes.
- (vii) Driver's misbehaviour.
- (viii) Irregularities such as over writing, forged entries in the log book etc.

9.14. Compensation Clause: MEA reserves the right to claim compensation to cover its losses for organizing rest of the events at higher rate in case of non-performance or TMC rendering services which are not at par leading to termination of contract. MEA may also recover the extra expenses that need to be borne by MEA in case a new TMC has to be hired at a higher rate in case of non-performance of TMC as per performance criteria laid down at Para 9.12.

9.15 Termination of Contract.

(a) In case of quality of service provided by the contractor is found wanting/ inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Security. In such cases of termination, work for pending meetings in that region may be allotted to other selected TMCs or a fresh contract may be concluded whichever deems fit to MEA.

(b) In case of a material breach of any of the terms and conditions mentioned in the RFP document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Ministry in that event and the Performance security deposit may also be forfeited.

9.16 Transfer and Sub-letting. The TMCs shall not give, sell, assign or sublet or otherwise dispose of the Contract or any part thereof. While subletting of contract, in any manner, shall not be allowed, the successful bidder can resort to aggregation of vehicles if / when required.

9.17 Insurance. The TMCs shall certify that the agency has affected insurance to cover his employees and the passengers travelling in the vehicles provided by him and that the agency shall undertake to continue the insurance for the period that agreement is in force.

9.18 There will be no revision of rates during the contract period. The TMCs will not ask for any relaxation/ variation of schedule/ conditions.

9.19 Amendments. No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

9.20 Statutory Duties & Taxes

(a) Any change in any duty/ tax upward/ downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/ tax paid by the company. Similarly, in case of downward revision in any duty/ tax, the

actual quantum of reduction of such duty/tax shall be reimbursed to the Ministry by the company. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.

(b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be devolved upon the Ministry.

(c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown **separately**. Statutory taxes and duties shall be payable by MEA as per actual and on **submission of proof of GST payment**.

9.21 Pre-Integrity Pact Clause. An “*Integrity Pact*” would be signed between the Ministry and the successful company/ bidder. This is a binding agreement between the Ministry and the Company for specific contracts in which the Ministry promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Ministry to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:-

(a) A pact (contract) between the Ministry (Principal) and the successful Bidder Company for this specific activity (provision of transport for G-20 meetings);

(b) An undertaking by the Principal (i.e.G20 Secretariat/ Summits Division) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;

(c) A statement by successful Bidder that it has not paid, and will not pay, any bribes;

(d) An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;

(e) The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a successful Bidding company will be made “in the name for and on behalf of the company’s Chief Executive Officer”.

(g) The following set of sanctions shall be enforced for any violation by the Bidder of its commitments or undertaking:

- (i) Denial or loss of contracts;
 - (ii) Forfeiture of the bid security and performance bond;
 - (iii) Liability for damages to the principal (i.e. MEA) and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal (i.e. MEA) for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and compliance programme for the implementation of the code of conduct throughout the company.

9.22 Non-Disclosure and Confidentiality.

- (a) The selected bidder and their personnel shall hold in confidence and will not, either during the term, or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of G20 Secretariat or its clients to any third party, except to employees and approved subcontractors having a need to know, without the prior written consent of MEA. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Annexure VII of this RFP.
- (b) The selected bidder will ensure that no information about the **venue of meetings** and software/ hardware/ policies of G20 Secretariat and meetings is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- (c) Additionally, the selected bidders shall keep confidential all the proprietary details and information regarding the event.
- (d) The bidder shall not use Proprietary information for any purpose other than responding to this RFP. For the purpose of defining, the term “Proprietary Information” means:-
- (i) Any information of MEA which is not openly communicated or accessible to third parties, whether or not marked or identified as confidential, related technical data and knowhow, financial information, pricing, terms of sale, products, processes, plans, personnel, research and development projects or other aspects of the business of Summits Division/ MEA until such information shall have ceased to be proprietary as evidenced by general public availability and knowledge.
 - (ii) Information of a third party as to which MEA has no obligation.

- (iii) Information produced by Company in the course of performing the services. All tangible proprietary information in Company possession or control shall be promptly returned to MEA or destroyed on request or upon termination of this RFP, whichever occurs first.
- (e) The bidder is required to use reasonable care to protect the confidentiality of all such data.
- (f) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - (i) Information already available in the public domain.
 - (ii) Information received from a third party who had the right to disclose the aforesaid information
 - (iii) Information disclosed to the public pursuant to a court order
- (g) MEA shall retain all rights to prevent, stop and, if required, take the necessary punitive action against the selected bidder regarding any forbidden disclosure.
- (h) The bidder shall not use G20 or MEA logos, images, or any data or results arising from the contract, beyond the scope covered under the contract, without first obtaining the prior written consent of MEA

9.23 Conflict of Interest.

- (a) The TMC shall at all times during period of Contract take appropriate steps to ensure that neither the TMC nor any Staff is placed in a position where, in the reasonable opinion of the MEA, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the TMC and the duties owed to the MEA under the provisions of the Contract. The TMC will disclose to the Authority full particulars of any such conflict of interest which may arise well in time.
- (b) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Contract execution (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MEA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the MEA for, inter alia, the time, cost and effort of the MEA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- (c) MEA, requires that the TMC provides solutions which at all times hold the MEA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

(d) TMC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the MEA.

(e) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(i) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(ii) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

(iii) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Contract of either or each of the other Bidder.

9.24 Force Majeure.

(a) MEA may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. "**Force majeure**" as used herein means any an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force. Force Majeure shall not include

(i) Any event which is caused by the negligence or intentional action of a party or such party's or agents or employees, nor

(ii) Any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the Contract, as well as avoid or overcome in the carrying out of its obligations.

(b) In the event of and within fourteen (14) days of the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

(c) The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. This would not imply any compensation claims arising out of Force Majeure conditions on either of contracting Parties.

(d) If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the MEA of shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, MEA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

10. **PART V - SPECIAL CONDITIONS OF RFP:**

10.1 The bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the Selected Bidder. (i.e. the TMC in the Contract). Failure to do may result in rejection of bid submitted by the bidder.

10.2 Clause for Deliverables. The quantities of the deliverables given in this RFP as per para 6.3 are only indicative. Final numbers will be decided based on requirements of G20 Secretariat and payment will be made for services of vehicles actually to be used. **The Bidder submitting their bids for this contract means that the agency has understood the requirement and agrees to all the terms and conditions mentioned in this RFP.**

10.3 **Payment Terms Schedule and General Terms & Conditions**

(a) **Calculation of Charges.** The distances run by vehicles will vary for each meeting and city. In any case, a vehicle shall be charged at least the amount for base package i.e. 15 hrs & 120 km. Additional running beyond the base package shall be charged per km/ per hr, as per the rates agreed in the contract.

(b) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through electronic payment instead of payment through cheques.

(c) The payment will be made upon satisfactory performance of work. Team leader of G20 meeting would certify the component while payment. Payment to selected TMC shall be made after final invoice submission by the company on successful completion of each G20 meeting to the satisfaction of the MEA.

(d) TMC will submit pre-receipted invoices in triplicate, complete in all respects, within 30 working days of completion of each G20 meeting, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the meeting along with certification of satisfactory completion of work for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

(e) TMC will submit monthly project reports supported by a summary of work done during previous month and as and when required by G20 Secretariat to brief the Ministry's Monitoring Committee about progress of work.

(f) Statutory taxes shall be payable by MEA as per actuals and on submission of proof of GST payment

(g) The price is payable in local currency i.e. Indian Rupees.

- (j) Payment is subject to applicable deductions/ penalties as defined in this RFP. Payment will be made for actual services used by G20 Secretariat
- (k) No payment will be made to the TMC as hiring charges for staff deployed towards managerial and supervisory duties. These shall be assumed to have been included in the bid amount.
- (l) The cost quoted in the financial bid shall remain fixed and not be subject to revision on account of variations in exchange rate, duties, levies etc for all Indian experiences conducted for the entire duration of Contract.
- (m) Cost for the boarding/ lodging of all employed TMC staff for the conduct of Indian experiences shall be borne by the TMC.
- (n) The selected TMCs can claim 20% advance payment of total estimated value of contract awarded on submission of bank guarantee of equal amount as per the format at Annexure IX.
- (o) Further, 5% of contract amount every month will be released to TMC subject to TMC putting up invoices of already concluded events. The mentioned release of 5% of contract amount will be followed only till the month of August 2023.
- (p) An amount equivalent to 5% of the contract value shall be retained till final invoice of TMC is settled.
- (q) The TMC shall submit the pre receipted invoices within 10 days of conclusion of every event and the payment would be made within 30 days of receipt of bill (**subject to correctness and submission of all relevant documents**). Non-submission of bills in timely fashion by the TMC will attract provisions of LD

10.4 **Indemnification**

- (a) The TMC shall indemnify the Ministry for an amount not exceeding 3 (three) times the value of the Contract for any direct loss or damage that is caused due to any deficiency in services provided by the Agency pursuant to the Contract.
- (b) The TMC shall defend and indemnify the Ministry, its officers and employees from and against any damages to real or tangible personal property and /or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.

11. FORMAT FOR SUBMISSION OF FINANCIAL BIDS (Region wise)**Item Rate BoQ**

Tender Inviting Authority: Summits Division, Ministry of External Affairs, New Delhi

Name of Work: REQUEST FOR PROPOSAL FROM TRANSPORT MANAGEMENT COMPANIES FOR PROVISION OF TRANSPORT FOR G20 MEETINGS TO BE HELD IN VARIOUS CITIES OF INDIA FROM 01 DECEMBER 2022 TO 30 NOVEMBER 2023 DURING INDIA'S G20 PRESIDENCY

Contract No: CONF/240/ /2022

Name of the Bidder/
Bidding Firm
/ Company :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Zone Wise Total	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	13	46	53	55
1	North Region			0.00		
2	Luxury Sedan cars for Ministers (Mercedes E Class or equivalent)					
2.01	Rate for Base package (15 hrs& 120 km)	1			0.00	INR Zero Only
2.02	Charges for extra Kms (over 120 Kms in Rs per Km)	1			0.00	INR Zero Only
2.03	Charges for extra Hrs (over 15 Hrs. in Rs per Hrs)	1			0.00	INR Zero Only
3	Innova Crysta and equivalent but not less than 4.4m					
3.01	Rate for Base package (15 hrs& 120 km)	1			0.00	INR Zero Only
3.02	Charges for extra Kms (over 120 Kms in Rs per Km)	1			0.00	INR Zero Only
3.03	Charges for extra Hrs (over 15 Hrs. in Rs per Hrs)	1			0.00	INR Zero Only
4	Vans (Toyota Coaster & equivalent)					
4.01	Rate for Base package (15 hrs& 120 km)	1			0.00	INR Zero Only
4.02	Charges for extra Kms (over 120 Kms in Rs per Km)	1			0.00	INR Zero Only
4.03	Charges for extra Hrs (over 15 Hrs. in Rs per Hrs)	1			0.00	INR Zero Only
5	Luxury Buses					
5.01	Rate for Base package (15 hrs& 120 km)	1			0.00	INR Zero Only
5.02	Charges for extra Kms (over 120 Kms in Rs per Km)	1			0.00	INR Zero Only
5.03	Charges for extra Hrs (over 15 Hrs. in Rs per Hrs)	1			0.00	INR Zero Only
6	Sedans – Dezire and equivalent					
6.01	Rate for Base package (15 hrs& 120 km)	1			0.00	INR Zero Only
6.02	Charges for extra Kms (over 120 Kms in Rs per Km)	1			0.00	INR Zero Only
6.03	Charges for extra Hrs (over 15 Hrs. in Rs per Hrs)	1			0.00	INR Zero Only
7	Sedans – Ciaz and equivalent					
7.01	Rate for Base package (15 hrs& 120 km)	1			0.00	INR Zero Only
7.02	Charges for extra Kms (over 120 Kms in Rs per Km)	1			0.00	INR Zero Only
7.03	Charges for extra Hrs (over 15 Hrs. in Rs per Hrs)	1			0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

12. DETAILS OF COMPANY (On the Letter Head of the Company)

- 1. Name of the Bidder:**
- 2. Incorporation (i.e. Agency, Company, Partnership or, Proprietorship)**
- 3. Registered Office Address with telephone, fax, website and email:**
- 4. Date of Incorporation (Please attach copy of certificate of incorporation/ registration):**
- 5. Describe your organisational and reporting structure**
- 6. Name of the contact Person:**
- 7. Designation:**
- 8. Mobile Number & Telephone Number:**
- 9. E-mail Address:**
- 10. Fax Number:**
- 11. GST Registration number:**
- 12. Average Annual Turnover:**

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

13. POWER OF ATTORNEY

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name),.....son / daughter / wife of.....and presently residing at.....,who is (presently employed with us and holding the position of... , as our true and lawful attorney (herein after referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “**provision of transport for G20 meetings to be held in various**

cities of India during India’s G20 presidency from 01 December 2022 to 30 November 2023” initiated by the Summits Division of Ministry of External Affairs including but not limited to signing and submission of all Bids/Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information/ responses to MEA, presenting us in all matters before MEA, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with MEA in all matters in connection with or relating to or arising out of our bid, for the said requirement and/or upon award thereof, to us and /or till the completion of the projected requirement.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2022.

For Accepted

_____(Signature)

(Name, Title and Address) of the Attorney

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Company.*

14. UNDERTAKING BY BIDDER (On the Letter Head of the Agency)

Date:

To,
Praveen Jakhar
OSD (Summits)
Sushma Swaraj Bhawan,
Ministry of External Affairs
Dr. Jose P Rizal Marg,
Chanakyapuri, New Delhi-110021

Ref: Selection of Transport Management Company (TMC) for Provision of Transport during G20 meetings (Dec 2022- Nov 2023)

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by the MEA. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the MEA. We would be solely responsible for any errors or omissions in our Proposal.

2. We hereby declare that we have read and understood the rules governing the contract as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the MEA, in this RFP and Bidding Documents including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the MEA in this regard.

3. We also commit to abide by the decision of the MEA on all matters relating to the planning and execution of the contract. Further we give undertaking for following:

- a) Willingness to provide transport services in any region as allocated by ministry/TEC;
- b) Willingness to provide transport services at L1 rate of each region;
- c) Acknowledge to all the clauses/terms and conditions mentioned at para 8.9

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

15. FINANCIAL DETAILS OF BIDDER

Name of the Company:

Ser.	Particulars	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
1.	Turnover (in INR Crores)						
2.	Average Turnover for any 03 years (in INR Crores)						

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the 6 years.
2. The above data must be submitted by Bidder, duly certified by Statutory Auditor such as Chartered Account.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal & registration no.)

Place:

Date:

16. DECLARATION ON NON-BLACKLISTING (On the Letter Head of the Agency)

I/We Proprietor/ Partner(s)/ Director(s) of M/s _____ hereby certified that, I/we M/s _____ have not been blacklisted or debarred by any G20 Sectt/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date.

2. In case the above information is found false, I/We are fully aware that the tender/ contract will be rejected / cancelled by the MEA and EMD/PBG shall be forfeited. In addition to the above, the MEA will not be responsible to pay the bills for any completed / partially completed work.

3. Apart from that I/we Also declares that my/our agency has... **(no of ongoing litigation cases to be filled by agency, nature of litigation may be any)** ongoing litigation cases against government agencies and had **(no of ongoing litigation cases to be filled by agency, nature of litigation may be any)**cases against government agencies in past. Brief details are as mentioned below:

(a) Brief about Ongoing Cases:

(b) Brief about past Cases:

**Duly signed by the Authorised Signatory of the Company
(Name, Title and Address of the Authorised Signatory)**

17. FORMAT FOR NON-DISCLOSURE AGREEMENT

[The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the authorisation by the bidder (copy of Board resolution or Power of Attorney) should be provided along with the Non-Disclosure Agreement]

[Non Disclosure Agreement to be submitted on duly notarized stamp paper of Rs 100]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, JS (Summits), G20 Secretariat, Ministry of external Affairs, Sushma Swaraj Bhawan, Dr. Jose P Rizal Marg, Chanakyapuri, New Delhi-110021, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address] WHEREAS 1. The MEA has issued a public notice inviting various organisations for 'Selection of Transport Management Company for conduct of G-20 meetings 2. The Bidder, having represented to the "MEA" that it is interested to bid for the proposed Project; The MEA and the Bidder agree as follows:

1. In connection with the Contract, the MEA agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information and shall at no point disclose about the meeting venues to any other party/persons and organizations;
 - b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations here under with respect to such Information;
 - c) Use the Information only as needed for the purpose of bidding for the Project;
 - d) Except for the purpose of bidding for the Contract, the bidder shall not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
 - e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
4. The Agreement shall apply to all Information relating to the Contract disclosed by the Purchaser to the Bidder under this Agreement.

5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
6. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of Receiving party without assigning any reason and shall also be liable to proceeded against in a Court of Law.
7. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
8. This Agreement shall be governed by and construed in accordance with the Indian laws.

Disclosing Party

_____ (Signature and Company Seal) _____

Name:

Designation:

Contact Details:

For and on behalf of the Bidder

_____ (Signature and Company Seal) _____

Name:

Designation:

Contact Details:

18. Performance Bank Guarantee

To,
Pay & Accounts Officer,
Ministry of External Affairs New Delhi-
110011

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number >> for Selection of agency to undertake event management for MEA. (Here in after called "the Bid") to MEA (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> 30(Rupees<<Amount in words>> only)

- ii. This Bank Guarantee shall be valid up to<<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

19. Format for Advance Bank Guarantee

Sub: Advance Bank Guarantee no.for value..... [Insert ABG value here]
..... in respect of Work Order, No (“WO”)Dtd.....for
value..... [Insert total WO value] for [Project name].

In consideration of Ministry of External Affairs, Sushma Swaraj Bhawan, New Delhi 110021 (“the Purchaser”) agreeing to make advance payment of [Insert ABG value in figures and words] (“Advance Payment”) to..... [Insert the name of the SUPPLIER with address, contact person’s telephone /mobile number and email address], having its registered office at {Insert the full address} (“the Supplier”) which has been unequivocally accepted by the Supplier and the Supplier having agreed to provide an irrevocable Advance Bank Guarantee [“Advance Bank Guarantee”] in accordance with the terms and conditions of the said WO, we,{Insert the Issuing Bank name and address, telephone and fax numbers} whose principal place of business is at {Insert the full Address} (“the Guarantor”) hereby unconditionally agree and undertake to hold at your disposal, [Insert ABG value] and agree with you as follows:

1. Under the terms of the said WO, the Purchaser has agreed to pay to the Supplier an advance payment of [insert the ABG value in figures and words] being % of the basic total contract value of the said WO, against furnishing of an Irrevocable Advance Bank Guarantee of equivalent amount by the Supplier.
2. The Guarantor at the request of the Supplier has agreed to give this unconditional and irrevocable Advance Bank Guarantee and agree and undertake not to revoke the same.
3. The Guarantor, hereby guarantee that the Supplier will duly comply and faithfully perform all their obligations and responsibilities under the said WO, failing which we, the Guarantor, do hereby unconditionally undertake to pay to the Purchaser ON MERE DEMAND AND WITHOUT ANY DEMUR AND WITHOUT RECOURSE TO THE SUPPLIER such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of [insert ABG value in figures and words].....
4. The Advance Bank Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all monies due to the Purchaser under the Advance Bank Guarantee are paid.
5. The decision of the Purchaser that any sum has become payable shall be final and binding on the Guarantor.
6. The Advance Bank Guarantee shall be governed by the laws of India.

7. We shall on simple demand from the Purchaser pay immediately to the Purchaser, the said amount of (Insert ABG value in figures and words) without any demur and without requiring the Purchaser to invoke any legal remedy that may be available to them, to compel the Guarantor to pay the Advance Payment amount, even if the Supplier considers such demand of the Purchaser is unjustified.

8. Any notice by way of request, demand or otherwise hereunder may be sent by courier, fax or by post to the Bank on or before the expiry date of the Advance Bank Guarantee. The Purchaser may lodge request/demand in writing at our branch..... [Insert specific branch name and full address with tel/fax numbers] at on or before the expiry of the Advance Bank Guarantee as stated under clause no.9.

9. Our liability under the Advance Bank Guarantee is restricted to a sum of [Insert ABG value in figures and words) and the Advance Bank Guarantee shall remain in force until(date) or such extended period as may be required by the Purchaser & Supplier and unless a claim under the Advance Bank Guarantee is lodged with us within three months from the date of expiry of the Advance Bank Guarantee at ourbranch i.e. on or before(date) or such extended period as the case may be, all your rights under the Advance Bank Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under the Advance Bank Guarantee.

10. We confirm that all your claims under the Advance Bank Guarantee shall be payable at our above-mentioned Branch immediately.

11. We, further confirm that, we have powers to issue the Advance Bank Guarantee under our Constitution (including Memorandum and Articles of Association) and other applicable documents, and the undersigned have full powers to do so under the Power of Attorney / authorization granted to me/us by [Insert the Name of the Bank]. Dated this day of 2022 Yours faithfully For and on behalf of Issuing Bank name Authorized Signatory Authorized Signatory.

Dated this day of 2022

Yours faithfully
For and on behalf of Issuing Bank name

Authorized Signatory

Authorized Signatory

21. Agreement

Will be uploaded as addendum to this RFP