



GOVERNMENT OF MADHYAPRADESH

OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN, PLOT NO. 29C-D, JESUS & MARY MARG
CHANAKYAPURI NEW DELHI 110021

TENDER DOCUMENT

HIRING OF AGENCY FOR AC BUS SERVICES FOR MP BHAWAN & MADHYANCHAL



MADHYA PRADESH BHAWAN,
29C-D, JESUS & MARY MARG
CHANAKYAPURI, NEW DELHI - 110021



MADHYANCHAL, 12 IHC POCKET,
INSTITUTIONAL AREA, VASANT KUNJ
NEW DELHI - 110070

A- NIT & Technical Bid

OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN,
CHANAKYAPURI, NEW DELHI - 110021

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
PLOT NO. 29CD, JESUS & MARY MARG CHANAKYAPURI
NEW DELHI 110021

Website : www.mpbhawan.gov.in, www.mptenders.gov.in

Tel.No.+011-26772001/2002

TENDER DOCUMENT FOR

HIRING OF AGENCY FOR

AC BUS SERVICES

FOR

Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg
Chanakyapuri New Delhi 110021

&

Madhyanchal, 12 IHC Pocket, Institutional Area,
Vasant Kunj, New Delhi - 110070

SECTION-1

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
PLOT NO. 29CD, JESUS & MARY MARG CHANAKYAPURI
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Table of Contents

Section 1 -	Table of Contents	3
Section 2 -	Notice Inviting Tender (NIT). Document.....	4
Section 3-	Brief Information on Bid.....	5
Section 4-	Technical Bid Submission Form	6
Section 5 -	Declaration	9
Section 6 -	Instructions to the Bidders	10
Section 7 -	General Conditions of Contract (GCC).....	14
Section 8 -	Agreement form.....	21
Section 9-	Performance Bank Guarantee.....	23
Section 10 -	Financial Bid Submission Form.....	26

SECTION-2

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
CHANAKYAPURI, NEW DELHI – 110021**

Website -www.mptenders.gov.in or www.mptenders.gov.in
Tel.No. +011-26772001/ 2002

Tender No. 18/ Hiring/BUS Services/MPB/2024

Date: 24/07/2024

1. NOTICE INVITING TENDER

- 1.1 Online tenders for Hiring of Agency for AC Bus Services in State Guest Houses of Government of Madhya Pradesh at New Delhi, namely, Madhya Pradesh Bhawan, Plot no. 29 CD, Jesus and Mary Marg Chanakyapuri, New Delhi and Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi are invited in single stage two envelope systems (Technical bid & Financial bid) through online e-tendering in the prescribed proforma from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations/ Agencies for 02 Year which may be extended to another 01 year from the date of work order on same terms & conditions, rates and on mutual consent.
- 1.2 Detailed job descriptions are made in the relevant section of the body of tender document.
- 1.3 Offers in Physical form will not be accepted in any case.
- 1.4 Incomplete and/ or illegible documents will not be considered and such documents tender/ bid will be considered as NON – RESPONSIVE.
- 1.5 Tender documents to be downloaded from the website: www.mptenders.gov.in and submission of bids through e-tendering with non-refundable cost of the form Rs. 500/- (Five Hundred only) to be paid online.
- 1.6 Technical bid must be submitted along with online e-payment receipt of EMD Rs. 3,000/- (to be paid online).
- 1.7 The last date of submission of online Technical Bid is 20/08/2024, up to 3.00 PM on website: www.mptenders.gov.in and the same will be opened in the presence of such bidder who may wish to be present in the office Madhya Pradesh Bhawan, Chanakyapuri, New Delhi on 21/08/2024 at 3.00 PM.
- 1.8 The financial bid to be submitted online through e-tendering process till 03:00 PM on 20/08/2024 on website: www.mptenders.gov.in. Financial bid would be opened in respect of bidders whose technical bids are found qualified by the committee constituted for this purpose on 29/08/2024 at 03:00 P.M.
- 1.10 A pre-bid conference will be held on 08/08/2024 at 03.00 PM in the conference hall of Madhya Pradesh Bhawan, Plot no. 29 C-D, Jesus and Mary Marg Chanakyapuri, New Delhi
- 1.11 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

SECTION-3

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
PLOT NO. 29CD, JESUS & MARY MARG CHANAKYAPURI
NEW DELHI 110021

Website : www.mpbhawan.gov.in, www.mptenders.gov.in

Tel.No.+011-26772001/ 2002

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	18/ Hiring/ Bus Services/MPB/2024
Duration of Contract	Two Year (Contract may be renewed for another one year with mutual consent of both the parties)
Date and Time of Pre-bid conference	08/08/2024 at 03:00PM.
Last date and time of submission	20/08/2024 at 03:00PM.
Date and Time of opening of Technical Bid	21/08/2024 at 03:00PM.
Date and Time of opening of Financial Bid of qualified Bidders	29/08/2024 at 03:00PM.
Probable amount of contract	Rs. 2,00,000/-
EMD	Rs. 6,000/-
Cost of Tender Document	Rs. 500/-
Validity of Bid	120 days
Performance Bank Guarantee	Clause No. 7.3.2
Address & Venue of Submission of Bids	Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Plot No. 29 CD, Jesus and Mary Marg Chanakyapuri, New Delhi – 110021
Contact person for clarification, if any	Sh. Sunil Kumar Pasricha, Protocol Officer Ph. No. 011-26772006 Mob. No. 9313954371 Mr. P.K. Rath, DRC Ph.No. 011-26772005/ 9313280983 Mr. Neeraj Lal, AE Ph.no. 011-26772120/9313280984
E-mail ID	sempbhawan@mp.gov.in

**Any other website related technical queries,
please call at 24 x 7 Help Desk Numbers 0120-4001002,
0120-4200462, 0120-4001005 & 0120-6277787**

HIRING OF AGENCY FOR AC BUS SERVICES FOR MP BHAWAN & MADHYANCHAL**4.1 TECHNICAL BID**

Annexure-4.1.1	Particulars of Firm	Details	Page No.
4.1.1A	Name of Tendering Company / Firm / tenderer		
4.1.1B	Constitution of Firm		
4.1.1C	Office Address		
4.1.1D	Telephone/ Mobile Number		
4.1.1E	Fax No.		
4.1.1F	E-mail Address		
Annexure 4.1.2	<i>Full Particulars Of The Bankers Of Company / Firm / Tenderer, With Full Address / Tel. No. (Attach proof self-cancelled cheque)</i>		
4.1.2A	Bank Account Number		
4.1.2B	Name of the Bank		
4.1.2C	IFS Code		
4.1.2D	Address of the Bank		
4.1.2E	Telephone No.		
4.1.2F	Fax No.		
4.1.2G	E-mail address		
Annexure 4.1.3	<i>Registration Details of Firm</i>		
4.1.3A	PAN/TAN No.		
4.1.3 B	GST Registration No.		
Annexure 4.1.4	<i>Details of Earnest Money Deposit & cost of Tender Fee ₹</i>		
4.1.4A	EMD Amount (Rs. 6,000/- to be paid online)		
4.1.4B	Online payment receipt date (₹ 500/- to be paid online)		
Annexure 4.1.5	Detail of Annual Turnover for the last 5 years duly certified by the Chartered Accountant. Copy to be submitted		
Annexure 4.1.6	Whether agency stands debarred or black listed by any of the Department/ organisation at the time of tender (Attach undertaking on the letter head of the firm duly signed & stamped)		
Annexure 4.1.7	Should have a fleet of at least minimum no. of AC Bus as per table 4.4 & 4.5 (List of Vehicle must be attached)		
Annexure 4.1.8	Copies of Income tax return for the financial years 2021-22, 2022-23& 2023-24 to been enclosed.		
Annexure 4.1.9	Document of minimum 3 years' experience during any of the last five years to provide AC Bus to reputed organizations such as State Government Bhawans/ Star Hotels/ Embassies/ High Commission, reputed public/ private sector organizations, etc.		
Annexure 4.1.10	Any other relevant document.		

4.2 Details of Staff (Drivers)

Sl. No.	Name	Driving License No. & Validity (photocopy to be submitted)	Presently Employed with the firm, since	Experience in Driving (Years)	Status of Health
4.2.1					
4.2.2					
4.2.3					
4.2.4					
4.2.5					

Additional information if any, may be attached

4.3 Details of the existing/Past contracts in Hiring of Agency for AC Bus Services

S.No.	Name and Address of the organization, Name, Designation and Telephone / E-mail ID. of the officer concerned	Details regarding the contract Type (One time / Monthly annual) of Vehicle	Value of Contract (Rs.)	Duration of Contract	
				From	To
				DD/MM/YYYY	DD/MM/YYYY
4.3.1					
4.3.2					
4.3.3					
4.3.4					
4.3.5					

Additional information if any, may be attached

4.4 Category-1: AC Bus 27 seater (two by two) (minimum 2 vehicles)

S.No.	REGISTRATION NO. OF THE VEHICLE	MAKE	MODEL	Name of Firm/Owner in Registration Certificate at firm address or owner address
4.4.1				
4.4.2				
4.4.3				
4.4.4				
4.4.5				

Additional information if any, may be attached

4.5 Category-2: AC BUS 45 seater (minimum 2 vehicles)

S.No.	REGISTRATION NO. OF THE VEHICLE	MAKE	MODEL	Name of Firm/Owner in Registration Certificate at firm address or owner address
4.5.1				
4.5.2				
4.5.3				
4.5.4				
4.5.5				

Additional information if any, may be attached

- 4.6 Details of different category wise vehicle of clean fuel driven A.C. Vehicle permitted in Delhi with registration in Delhi & NCR (Vehicle registered at other places than mentioned above will not be entertained) in the name of proprietor of firm/ partnership firm & partner / company.
- 4.7 Bidder can quote rates in any/ all categories by fulfilling the desired condition of each category as per terms & conditions of tender.
- 4.8 Bidders those who technically qualify as per scope of work in the category shall be eligible for consideration of quoted rates in the financial bid.
- 4.9 L-1 rates shall be decided based on rates quoted in each category separately by bidder in financial bid (Section-10).

This is to certify that I/ we have read the contents of the tender document and fully understood all the terms and conditions there in and undertake myself/ one selves to abide by the same.

Date

Place

Authorised Signature

Name

Seal

N.B.:- Separate sheet may be used but should be dully signed and sealed by authorize person. All uploaded document should be legible and scanned properly.

5.1 DECLARATION

- 5.1.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 5.1.2 The rates quoted in financial bid by me are valid and binding on me during the period of validity of the tender.
- 5.1.3 I, undersigned hereby bind myself to the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi-110021 during the period of contract.
- 5.1.4 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 5.1.5 I will be responsible for providing AC Bus Services for Government of Madhya Pradesh.
- 5.1.6 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 5.1.7 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time, & will be responsible to all legal formalities.
- 5.1.8 Should any lapses occur from me or on my workers part, while discharging the services, Madhya Pradesh Bhawan authorities may cancel my contract and award the work to another agency and the cost difference may be recovered from me including forfeiting the PBG/ Security Deposit. The decision of the Resident Commissioner will be the final.
- 5.1.9 There is no vigilance/CBI, any other agencies of State or Central Government or court cases pending against the firm.
- 5.1.10 The decision of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi - 21 regarding acceptance/rejection of Tender will be final and binding on me.
- 5.1.11 I indemnify MP Bhawan Authorities against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by me and the vehicles deployed by me.
- 5.1.12 I/ we..... do not stand blacklisted by any of the department/ organization.

5.2 Affirmation

- 5.2.1 I, _____ Son / Daughter of Shri _____
Proprietor / Partner / Director / Authorized Signatory of _____
affirm that I am competent to sign this declaration and execute this tender document.
- 5.2.2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 5.2.3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: _____ Signature of Bidder
Place: _____ Name:
Seal:

N.B.:- The above declaration, duly signed and sealed on Rs. 100/- value legal stamp paper by the authorized signatory of the Firm/Company, should be enclosed with Technical Bid.

INSTRUCTIONS TO THE BIDDERS

6.1 GENERAL INSTRUCTIONS

- 6.1.1. For the Bidding / Tender Document Purposes, 'Office of the Resident Commissioner, Government of Madhya Pradesh' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 6.1.2. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 6.1.3. The bidders are advised to personally study the tender document and the services demanded and visit the location of MP Bhawan & Madhyanchal to acquaint themselves first hand, and the services required before bidding. Ignorance of any kind will not be entertained later on.
- 6.1.4. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 6.1.5. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

6.2 Minimum Eligibility Criteria

The following shall be the eligibility criteria for technical selection of bidders.

- 6.2.1. Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of proprietorship, Partnership & Limited Company or a Private Limited Company registered under the Companies Act, 1956. **Bidder in the form of JV/consortium, is not permitted**
- 6.2.2. Registration: The Bidder should be registered with the Income Tax & GST.
- 6.2.3. The bidders should have different category wise vehicles (as per table 4.4 & 4.5) of clean fuel run AC Bus as permissible in Delhi NCR, Bus should be registered in Delhi NCR.
- 6.2.4. The Bidder should have minimum numbers of vehicles and drivers as per categories mentioned having valid Motor Vehicle Driving license to handle MP Bhawan/ Madhyanchal duties.
- 6.2.5. The average annual turnover of the firm from transport services should not be less than Rs. 5.00 lakhs in the any three financial years during last 5 years (2019-20, 2020-21, 2021-22, 2022-23 and , 2023-24 (Provisional)) duly certified by Chartered Accountant.
- 6.2.6. The contractor should have a minimum of 3 years' experience during any of the last five years to provide AC Bus to reputed organizations such as State Government Bhawans/ Star Hotels/ Embassies/ High Commission, reputed public/ private sector organizations, etc.

6.3 Documents supporting the Eligibility Criteria

- 6.3.1. In proof of having fully adhered to the eligibility criteria at 6.2.1 photo copy of Legal Valid Entity.
- 6.3.2. In proof of having fully adhered to eligibility criteria at 6.2.2 photo copies of PAN card & GST certificate.
- 6.3.3. In proof of having fully adhered to eligibility criteria at 6.2.6 photo copy of experience certificates for completed work / ongoing work. Copy of work order supported with details of transaction of payment.
- 6.3.4. Details of staff and present & past contracts for Hiring of Agency for AC Bus services as per section -4.
- 6.3.5. Any other relevant document.

Note: -All uploaded documents should be clear, legible, stamped and self-attested.

6.4 EARNEST MONEY DEPOSIT:

- 6.4.1 The online bid should be accompanied by an Earnest Money Deposit of Rs.6,000/- to be submitted online.
- 6.4.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 6.4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security in the shape of Earnest Money shall be forfeited to the Government.
- 6.4.4 The bids without Earnest Money shall be summarily rejected.
- 6.4.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

6.5 VALIDITY OF BIDS

- 6.5.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 6.5.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 6.5.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

6.6 Preparation Of Bids

- 6.6.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 6.6.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

6.7 Documents comprising the Bid:

- 6.7.1 Technical Bid Submission Form duly signed and sealed on Company's letterhead (Section-4.1)
- 6.7.2 Detail of staff (as per section 4.2)
- 6.7.3 Existing/ Past Contract Details Form, duly filled and signed (Section 4.3)
- 6.7.4 Earnest Money Deposit of Rs. 6,000/- to be paid online.
- 6.7.5 All photo copies of self-attested supporting document in proof for Technical Qualification.
- 6.7.6 Certified copy of Chartered Accountant for turn over for last five years.

6.8 Submission Of Bids

- 6.8.1 Tender documents to be downloaded from the website: www.mptenders.gov.in and submission of Technical and Financial bids through e-tendering with non-refundable cost of the form Rs. 500/- (Five Hundred only) to be paid online.
- 6.8.2 In no case technical & financial bids would be received and accepted on by hand or in hard copy. Financial bid would be opened in respect of bidders whose technical bids are found qualified by the committee constituted for this purpose

6.9 BID OPENING PROCEDURE (Single Stage Two Envelope Systems)

- 6.9.1 The Technical Bids shall be received online before 20/08/2024 at 15.00 hours and will be opened on 21/08/2024 at 15:00 hours by the committee authorized by competent authority of Resident Commissioner Govt. of Madhya Pradesh Bhawan Chanakyapuri New Delhi in the presence of such bidders who may wish to be present or their representatives.
- 6.9.2 The financial bids through e-tendering process of technically qualified bidder shall be opened by the Committee authorized for the purpose on the appointed date & time in the presence of qualified bidder or their authorised representative who chose to be present. A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 6.9.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 6.9.4 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated by the Technical Evaluation Committee to ensure that the bidders meet the minimum eligibility criteria.
- 6.9.5 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 6.9.6 The date fixed for opening of online financial bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

6.10 Bid Evaluation

6.10 (A) Clarification On Technical Bid Evaluation.

- 6.10.1 The technical bids shall be evaluated based on the available documents online submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 6.10.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, decision of tender committee will prevail
- 6.10.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

6.10 (B) Evaluation Of Financial bid/Successful Bidders

- 6.10.1 Rate shall be quoted in financial bid. Total lowest quoted amount (L-1) shall be considered as successful bidders. If L-1 bidder fails to execute the contract within the stipulated time limit, then the E.M.D. of L-1 bidder will be confiscated and the competent authority reserves the right to award the contract to L-2 bidder on L-1 quoted rates
- 6.10.2 In situation where two or more contractors/ bidders are at par with each other in respect of their rates after all the arithmetic and other checks are carried out, then the Rebate on the quoted amount from all the agencies whose rates are at par shall be invited, in sealed envelopes, which shall be opened in the presence of the agencies or their authorised person whosoever choose to remain present.

6.11 Right Of Acceptance:

- 6.11.1 The client reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept any specific bid. The decision of the Competent Authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in this regard shall be final and binding.
- 6.11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 6.11.3 The competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 6.11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award the contract to the next successful bidder at L-1 rate.
- 6.11.5 The Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

6.12 NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE

- 6.12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 6.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 6.12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the resources.

6.13 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 6.13.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned within seven (07) days after opening of financial Bids.
- 6.13.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on signing of contract to the Successful bidder.
- 6.13.3 The Earnest money deposit of all the bidders shall be returned in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 6.13.4 The EMD of successful bidder shall be returned after finalization of tender.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

7.1 GENERAL CONDITIONS OF CONTRACT (GCC)

7.1. DEFINITIONS

7.1.1 In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
P.B.G.	Performance Bank Guarantee (Security Deposit)
“M.P. Bhawan”	Madhya Pradesh Bhawan
Client shall mean	"Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi.
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for AC Bus Services for Government of Madhya Pradesh.
Notice to Proceed	Shall mean the date at which the AC Bus Services for Government of Madhya Pradesh to commence.
'Confidential Information'	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination
Contractor	Shall mean the successful bidder to whom the work of AC Bus Services for Government of Madhya Pradesh has been awarded.

7.2 CONFIDENTIALITY

7.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

7.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

7.3 NOTICE TO PROCEED

- 7.3.1 After the acceptance of the LoA, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide AC Bus Services for Government of Madhya Pradesh.
- 7.3.2 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of D.D. /Irrevocable Bank Guarantee of any nationalized/schedule commercial bank as per following categories mentioned in favour of Additional Resident Commissioner, Madhya Pradesh Bhawan, New Delhi, payable at New Delhi and has to keep the such Fix Deposit/ Bank Guarantee alive beyond two months of the contract period.

S.N.	Category	Description	Performance Bank Guarantee
1.	Category-1 (27 Seater) (2x2)	AC 27 Seater (2x2) Bus	Rs. 3,000/-
2.	Category-2 (45 Seater) (2x2)	AC 45 Seater (2x2) Bus	Rs. 3,000/-

* In case the contract is awarded to 2 or more agency, the PBG for that particular category will be proportionately divided between them.

- 7.3.3 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in the event of any breach or negligence or nonobservance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi to deposit Security Deposit/ PBG and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Resident Commissioner, Government of Madhya Pradesh Bhawan, Chanakyapuri, New Delhi shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit/ PBG will be returned to the contractor without any interest in case of no dues or penalty.

7.4 SIGNING OF CONTRACT AGREEMENT

- 7.4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 7.4.2 Client shall prepare the draft Articles of Agreement in the prescribed format included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 7.4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Three (03) office working days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 7.4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

- 7.4.5 The Contractor shall be providing AC Bus Services for Government of Madhya Pradesh as per the details given herein, or any other location as required by the Client to be read with the Terms & Conditions of Contract, Assignment Instructions and Schedule of Requirements.

7.5 CLIENT OBLIGATION

The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

7.6 COMMENCEMENT OF SERVICES

The Contract for AC Bus Services for Government of Madhya Pradesh shall commence within 15 days from the date of receipt of Notice to Proceed.

7.7 CONTRACTOR'S OBLIGATIONS

- 7.7.1 Usually the contractor will be informed about the requirement of vehicle/Driver well in advance. The Contractor will commit to make available Vehicle/ Driver to the Bhawan even on a short notice or oral instructions and irrespective of the number of Vehicles indented for use; they shall be made available without any delay even on holidays and at round the clock (24x7).
- 7.7.2 In case, vehicle required urgently due to any emergency, the Contractor should be able to rush a vehicle to the called place and should not take more than 30 minutes to reach.
- 7.7.3 The vehicle deployed to the Bhawan should be registered as per the norms of transport department of Delhi & NCR.
- 7.7.4 In any event of breakdown of vehicle hired, the Contractor shall provide a replacement within reasonable time failing which Client will be free to hire a vehicle, as per provision of penalty clause.
- 7.7.5 Initial Kilometer reading will be noted on reaching MP Bhawan/ Madhyanchal by the Duty Officer at MPBhawan/ Madhyanchal and closing reading shall be noted by the guests for whom the vehicle was hired or at MP Bhawan/ Madhyanchal when the vehicle has been asked to report after dropping the guests.
- 7.7.6 It will be the responsibility of the Driver to get recorded the initial and closing kilometer reading, the place of visits, and details of official who is using the vehicle and other particulars duly counter-signed on daily basis by the duty officer at MP Bhawan/ Madhyanchal and this shall form part of the trip sheet to be maintained by each driver of the vehicle.
- 7.7.7 The vehicles should be in good and road worthy condition, taxes paid up to date, with comprehensive Insurance coverage, permits, etc.
- 7.7.8 The AC Bus deployed on duty should have valid registration certificate, comprehensive insurance (to cover the occupants also) and statutory requirements of Central/State Governments, fitness certificate, Pollution under Control, Road Tax, Permit and must be revalidated before the expiry of the due date during the tenure of the contract period.
- 7.7.9 AC Bus driven on clean fuel as permissible under the laws & regulations applicable in the areas where these AC Bus are required to operate, and meeting emission standards as prescribed under law and from time to time by the Delhi Transport Department will be accepted. The AC Bus should be necessary registered in Delhi NCR.

7.7.10 The rates quoted by the agencies will include following items as per details given below for which no extra payment will be made by the Client: -

Sl. No.	Items required in the AC Bus
1	Tool box & stepney
2	First Aid box
3	Mobile charging facility
4	Driver's Mobile in charged and running condition
5	Good quality clean upholstery/seat covers
6	Fire Extinguisher

7.8 For vehicle deployed on duties, special care as under, has to be taken by contractor:

- 7.8.1 Punctuality of time is an essential and important condition of the contract.
- 7.8.2 The drivers of the Bus provided shall always be wearing neat and clean uniform approved by RTO and holding a valid driving license and abide by all the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.
- 7.8.3 Correction, if any, in the duty slip should be attested by the user in the absence of which duty slip will not be entertained.
- 7.8.4 The driver shall always remain with the vehicle during whole of the duty time and shall always keep the mobile phone charged and in working condition. The driver will always be responsive to Officer's / Guests phone calls, when the officer / guest is out of the vehicle.
- 7.8.5 The persons deputed by the agency for carrying out MP Bhawan/ Madhyanchal duty should behave properly with the Officers / Guests and maintain punctuality and discipline. If any driver engaged by the agency is found to be in disciplined, misbehaved or under influence of any intoxicant etc. penalty will be levied.
- 7.8.6 No change of driver is allowed if vehicle is used continuously for days together.
- 7.8.7 The successful bidders entering into the agreement will have to strictly follow the epidemic guidelines issued by GoI and Govt. of Delhi NCT from time to time in respect to vehicle and the driver provided during the tenure of the contract.
- 7.8.8 The successful bidders will have to keep the vehicles at all time sanitized

7.9 TERMS AND CONDITIONS

- 7.9.1 EMD will be forfeited:
- i. If the offer is withdrawn/modified or alteration is sought during the period of validity of the offer or any agreed extension;
 - ii. If the agency backs out and or does not sign the contract agreement within 15 days after issue of LoA;
- 7.9.2 PBG will be forfeited:
- i. The agency fails to supply the agreed number of Buses as per the work order issued.
 - ii. If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
 - iii. Any other Act of the bidder which is tantamount to premature withdrawal from tender process.
- 7.9.3 Parking charges will be reimbursed by the Client on submission of authorised receipts countersigned by the Guests& Toll Tax paid will be reimbursed on submission of documentary proof.

- 7.9.4 The successful bidder shall indemnify MP Bhawan Authorities against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by the successful bidder and the vehicles deployed by the agency.
- 7.9.5 Successful bidder will be required to submit the bills (in duplicate) along with the duty slip in the format prescribed by MP Bhawan Authorities duly signed by the concerned user of the AC Bus (complete in all respects) to the MP Bhawan Authorities. Efforts will be made for payment within 15 working days from the date of receipt of the bills.
- 7.9.6 Duty hours will be a factor of calculation for payment. For example if,
- 8.9.6.1 Duty hours of vehicle less than and upto 4hrs then payment will be made for half day package.
- 8.9.6.2 Duty hours of vehicle between 4hrs to 5hrs than payment will be made for half day package and extra additional hrs/ kms.
- 8.9.6.3 Duty hours of vehicle more than 5hrs and upto 8hrs than payment will be made for Full Day package.
- 7.9.7 No payment shall be made against the bills pertaining to journey, where any complaint with regard to quality of the car is received from the user. In this regard the decision of MP Bhawan Authorities shall be final and binding on the successful bidder.
- 7.9.8 Detaining the vehicle for own reasons during outstation duty as well as in station or disappearing from duty causing undue detention to an officer may entail deduction or non-payment for the journey performed, besides other penalties as applicable.
- 7.9.9 On receiving booking of vehicle from the MP Bhawan Authorities, the agency shall intimate the vehicle no., name & mobile no. of the driver to the concerned Receptionist (MP Bhawan/ Madhyanchal); failing which a penalty will be leviable and the same will be deducted from the bill.
- 7.9.10 The successful bidder will be required to strictly adhere to the terms and conditions of the contract and provide quality hired AC bus services. If, hired AC bus services is not found within the Scope of Work/Scope of Services of the tender, penalty will be imposed as under:

S. N.	Description	Penalty
i.	Driver's Misbehaviour such as abusing, physical intimidation or similar with the user or under the influence of any intoxicant.	Rs. 500/- plus replacement of Driver
ii.	If contractor fails to provide the demanded vehicle in time	Minimum Penalty of Rs. 1,000/- will be imposed. Alternate arrangement will be made at risk & cost of the contractor.
iii.	Excess claim of mileage	Minimum Rs. 1,000/- on 1 st instance
		Rs. 2,000/- on 2 nd instance
		Termination on 3 rd Instance & black listing.
iv.	Meter tampering resulting in fast meter	Rs. 10,000/- on 1 st Instance Termination of Contract on 2 nd Instance & Black listing.
v.	Any other deficiencies found in hired Bus Services as per the contract.	Rs. 500/- will be imposed on each occasion / instance.
vi.	Demanding cash/extra time from the Guest for Toll Tax/Driver meal etc.	Rs. 2,000/- per instance

S. N.	Description	Penalty
vii.	Change of Driver/ vehicle for particular guest for a particular tour.	Rs. 500/- per day
viii.	Breakdown of vehicle and not providing replacement within reasonable time failing which penalty levied.	Minimum penalty of Rs. 500/- with recovery of charges paid for the other vehicle.
ix.	The cost of damages if any caused to the properties and premises of Madhay Pradesh Bhawan & Madhyachal by the hired vehicle/ any staff of the operating agency will be recovered from the operating agency	Amount as per prevailing market rate plus 10% administration charges
x.	In case the successful bidder is not able to provide the required number of vehicles, then it is open for this office to avail the services from other source	In this case, the excess payment if any between the agreed rate and the rate claimed by the other Agency / institution will be recovered from the agency concerned plus 10% administration charges

- 7.9.11 If it is found that any of the terms and conditions providing herein is not met with, or the successful bidder committed any breach thereof, the agency will be given two warnings. If there is no improvement on the part of the successful bidder, the services of the agency will be terminated and proportionate security deposit in the shape of performance bank guarantee shall be forfeited and the agency may be black listed. The decision of Resident Commissioner, MP Bhawan shall be final in this regard and binding on the successful bidder.
- 7.9.12 MP Bhawan Authorities may, at any time, close the contract by giving three months' notice without any liability, financial or otherwise on itself. The contractor is bound to give the vehicle during notice period failing which penalty clause will apply.
- 7.9.13 MP Bhawan Authorities shall pay for the services under the contract at the rates mentioned in the Price Bid which shall be inclusive of fuel/lubrication/repair & maintenance of vehicle, wages of the driver, overtime, uniform, State Transport Taxes/permits fees, insurance of the vehicle etc. However, parking charges and toll tax, if any, paid by the agency will be reimbursed on the production of valid receipts along with monthly bills.
- 7.9.14 Absence of vehicle due to accident will not entitle for any exemptions from liabilities of contract, whatsoever, arrangement of alternative/substitute will be the responsibility of the successful bidder.
- 7.9.15 In order to avoid mishap/accident, successful bidder shall ensure that only skilled drivers with sufficient experience in trade are deployed on vehicle and they observe all rules/precautions in this regard. The successful bidder shall ensure that driver do not exceed normal safe speed limits.
- 7.9.16 MP Bhawan reserves the right to award the contract to one or more parties.
- 7.9.17 No conditional / incomplete bid / tender will be accepted under any circumstances.
- 7.9.18 Night Charges will only be applicable on outstation.
- 7.9.19 The tenderer cannot raise any question on terms of tender, procedure of tender and/or rejection of tender except at the time of the pre-bid conference.
- 7.9.20 Tender can be extended upto one year on satisfactory performance mutual consent on same terms & conditions & rates.
- 7.9.21 For any disputes arising out of this contract the matter will be referred to sole arbitration of Resident Commissioner, M.P. Bhawan, New Delhi, whose decision will be final & binding on both the parties.
- 7.9.22 The disputes shall be subject to Courts at Delhi.

- 7.9.23 The liability under relevant sections of Motor Vehicle Act 1968 and subsequent amendments and IPC causing death or permanent disability caused by the vehicle supplied by the contractor, the hiring authority (client) has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- 7.9.24 The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving.
- 7.9.25 In case the contractor is not able to provide vehicle in time the client has the right to higher vehicle from outside preference will be given to L-2 bidder if L-2 bidder is unable to provide then L-3 bidder otherwise from other operating agency.

7.10 PAYMENT TERMS AND CRITERIA

- 7.10.1 By 10th of every month transporter/ bidder have to submit the bills for payment. If bills are not submitted on time, they will not be considered for the payment.
- 7.10.2 The billing will be done on submission of invoices. Bill should be neatly typed and submitted in duplicate in connection with service to this office. Payment will be made on scrutiny of records through NEFT/ RTGS. TDS shall be deducted as per Government order / statutory requirement.
- 7.10.3 It should be ensured that there is no overwriting in duty slips. In no case, duty slips without signatures will be accepted.
- 7.10.4 E-payment will be made after production of the bills (in Duplicate) by this Department. (No advance payment will be made by the Department in any case).
- 7.10.5 Tax will be deductible as per norms applicable.

7.11 Force Majeure Clause:

Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, Pandemic or Epidemic, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

AGREEMENT FORM

CONTRACT NODATED.....

THIS CONTRACT is made on between the Resident Commissioner, Government of Madhya Pradesh (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Madhya Pradesh Bhawan, Chanakyapuri, New Delhi of the One Part,
AND

M/s having its registered office at (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Hiring of Agency for AC Bus Services at Madhya Pradesh Bhawan, 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi - 110021.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for "Hiring of Agency for AC Bus Services at Madhya Pradesh Bhawan, 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi - 110021 its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid vide in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on
- IV. AND WHEREAS the Client desires that the Hiring of Agency for AC Bus Services Madhya Pradesh Bhawan, 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi - 110021 (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Hiring of Agency for AC Bus Services of its premises at Madhya Pradesh Bhawan, 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi - 110021 In cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Hiring of Agency for AC Bus Services in the Client's premises at Madhya Pradesh Bhawan, 29 C-D, Jesus & Mary Marg, Chanakyapuri, New Delhi - 110021, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHERE AS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Contract (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract. This contract shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda/Corrigendum, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges-Schedule annexed to this Article of Agreement
 - (g) Supplementary Contract executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

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

Signed on behalf of the Contractor

Signed on Behalf of
Governor of Madhya Pradesh

(Authorised Signatory)

(Authorised Signatory)

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of ₹ 100/-)

Date:

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to

Guarantee Expiry Date:

Last date of Lodgment:

WHEREAS Office of the Resident Commissioner, Government of Madhya Pradesh having its office presently at Madhya Pradesh Bhawan, Chanakyapuri, New Delhi – 110021 (hereinafter referred to as "The M.P. Bhawan Authority " which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] ("**Contract**") with [*insert name of the Successful Bidders*] (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing AC Bus Services in State Guest House of Government of Madhya Pradesh at New Delhi, namely, Madhya Pradesh Bhawan, Plot no. 29 CD, Jesus and Mary Marg Chanakyapuri, New Delhi" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the MP Bhawan Authority a Bank Guarantee from a Nationalized/ Scheduled Commercial Bank in India for an amount Rs. (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the nationalized bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*] and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the MP Bhawan Authorities without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the MP Bhawan Authorities stating that the amount claimed is due to the MP Bhawan Authorities under the Contract. Any such demand made on the Bank by the MP Bhawan Authorities shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the MP Bhawan Authorities in such Demand. The MP Bhawan Authorities shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the MP Bhawan Authorities by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the MP Bhawan Authorities shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) The MP Bhawan Authorities will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the MP Bhawan Authority under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the MP Bhawan Authorities to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the MP Bhawan Authorities in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the MP Bhawan Authorities under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the MP Bhawan Authorities, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date: Bank Corporate Seal of the Bank By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



GOVERNMENT OF MADHYAPRADESH

OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN, PLOT NO. 29CD, JESUS & MARY MARG
CHANAKYAPURI NEW DELHI 110021

TENDER DOCUMENT

HIRING OF AGENCY FOR AC BUS SERVICES FOR MP BHAWAN & MADHYANCHAL



MADHYA PRADESH BHAWAN,
29CD, JESUS & MARY MARG
CHANAKYAPURI, NEW DELHI - 110021



MADHYANCHAL, 12 IHC POCKET,
INSTITUTIONAL AREA, VASANT KUNJ
NEW DELHI - 110070

B - Financial Bid

OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN,
CHANAKYAPURI, NEW DELHI - 110021

Financial Bid Through e-tendering process online

Only AC Bus permitted in Delhi NCR.

(Rate in Rs.)

		Category-1				Category-2									
PACKAGES	HRS	KMS	(Bus 27 Seater)				(BUS 45 Seater)								
FOR MADHYA PRADESH BHAWAN															
				Fare	GST at applicable rate		Total Amount with GST			Fare	GST at applicable rate		Total Amount with GST		
						Percentage	Amount					Percentage	Amount		
FULL DAY	8	80													
HALF DAY (55% of Full Day)	4	40													
<u>PACKAGE TOUR</u>															
Out station tour on actual run with minimum average run of 200 km/day (Other than NCR) including Night Halt Charges		0.5% of approved full day rate for per KM + Rs. 300 for Night Halt Charges													

Note:-

1. For extra per Hrs. - 4% of approved full day rate.
2. For extra per Kms – 0.5% of approved full day rate.

- * GST will be paid extra at applicable rate.
- * It is mandatory to fill all the columns in desired categories.
- * Attach the supporting document for GST applicable rate.

Signature and Stamp
of Bidder