

**Ministry of External Affairs  
(Summits Division)**

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**CORRIGENDUM**

**Tender Reference No: Conf/240/19/2021**

**Tender ID: 2022\_MEA\_714578\_1**

This is with reference to the e-Tender published on CPP Portal on 26.09.2022 for providing Transport Management Services for G20 meetings to be held in various cities of India from 01 December 2022 to 30 November 2023 during India's G20 presidency. Corrigendum is issued herewith as under –

**Technical Bid**

<b>Reference clause of RFP</b>	<b>Existing description as per tender documents</b>	<b>Modified description as per Corrigendum</b>
9.20(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.	Amount quoted in e-tender shall be exclusive of GST and shall be payable by MEA as per actual and on submission of proof of GST payment.
9.20(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	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
21.	Agreement	Agreement is mentioned as clause 21 in the RFP. It may be read as Agreement/Contract Deed and clause may be read as clause 20 instead of clause 21. As mentioned in RFP, Agreement/Contract Deed is placed at Annexure X in this corrigendum.

**Sd/-  
(Praveen Jakhar)  
OSD (Summits)  
03.10.2022**

REF NO Conf/240/19/2021

GOVERNMENT OF INDIA

MINISTRY OF EXTERNAL AFFAIRS



AGREEMENT FOR PROVIDING TRANSPORT SERVICES FOR

G20 MEETINGS / TRANSPORTS

TO BE HELD IN VARIOUS CITIES OF INDIA

FROM 01 DECEMBER 2022 TO 30 NOVEMBER 2023

DURING INDIA'S PRESIDENCY

BETWEEN

MINISTRY OF EXTERNAL AFFAIRS

AND

M/S \_\_\_\_\_

This Agreement is executed in New Delhi on \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_, Ministry of External Affairs, Government of India, New Delhi with its office at Sushma Swaraj Bhawan, 15 A, Dr Rizal Marg, Chanakyapuri, New Delhi – 110021(hereinafter referred to as the 'Ministry' which expression shall include designated officers of the Ministry of External Affairs, Government of India)

AND

M/S \_\_\_\_\_, a company registered under COMPANY Act /Proprietor/Partnership firm under \_\_\_\_\_ and having its registered office at \_\_\_\_\_(herein referred to as the 'TRANSPORT MANAGEMENT COMPANY (TMC)' which expression shall include its executers, administrators, representatives, assigns and successors).

Whereas the Ministry has agreed to engage the Transport Management Company for G20 meetings / events to be held in various cities of India from 01 December 2022 to 30 November 2023 during India's G20 presidency, on the terms and conditions, as laid down in this agreement.

Whereas, MEA has floated tender for engagement of Transport Management Company for holding various Meetings / Transport s of G 20, at designated locations spread across the country from 1st December 2022 to 30th November 2023, as per the scope of work and specifications given in the tender document.

And whereas based on the representations made by the Transport Management Company and being found eligible, the MEA has agreed to award the contract to M/s.....

And whereas, the Transport Management Company, having all the necessary infrastructure and capacity to arrange and manage transportation of the magnitude and scale of G 20 Meetings / Transport s of the allocated cluster.

And whereas, Transport Management Company has offered to manage and coordinate the overall management of the G20 Meetings / Transports under Cluster No.....(at Annexure .....

And whereas, MEA has agreed for.....to be the Transport Management Company to manage and co-ordinate all arrangements for the organization of the G-20 Meetings / Transports of the allocated cluster attached at Annexure ..... That the MEA reserves the right to reject any services for not confirming to the approved scope of work /specification at its discretion and such a decision shall be final and binding on the TMC. The TMC shall have to adhere to all the RFP conditions and if the TMC fails to abide by the same, the MEA reserves the right to hire the services from any other source at contactors risk and cost and recover the cost from the TMC

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. OBJECTIVES OF G 20 Meetings / Transports**

1.1 India will hold the Presidency of the G20 Group of countries for the first time from 01<sup>st</sup> December 2022 to 30<sup>th</sup> November 2023. G 20 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, besides policy coordination between its members in order to achieve global economic stability, sustainable growth to promote financial regulations that reduce risks and future financial crises.

1.2 Under India's Chair, approximately 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 Transports/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. **Accordingly, a range of vehicles including luxury Sedans, Sedans, Suvs, Vans & Luxury Buses shall be made available by the selected vendor.**

1.3 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 requirement are defined in Part – I of RFP.

1.4 It has been planned to host the meetings in approx 55 different cities all across the country. **The number of cities is dynamic and is likely to change as and when specific requirement arise.**

## **2. Terms and Conditions**

2.1 M/s .....shall act as an TRANSPORT MANAGEMENT COMPANY of MEA with effect from date of signing of this Agreement. TRANSPORT MANAGEMENT COMPANY is hereby fully authorized to do and perform all such lawful acts and deeds with the prior approval of MEA, subject to this Agreement, as deemed necessary and expedient for the purpose of G 20 Meetings / Transports.

2.2 The TRANSPORT MANAGEMENT COMPANY shall be responsible to organize the Transport as per the plan programme and time schedule approved by MEA. Action in respect of items of work whose details have not been drawn up at this stage shall be specified and time lines drawn up and submitted by TRANSPORT MANAGEMENT COMPANY from time to time and approved by MEA. These shall also constitute an integral part of this Agreement.

2.3 MEA will convey approval for budget estimates under specific heads upon submission of a proposal in this behalf by Transport Manager. TRANSPORT MANAGEMENT COMPANY shall ensure that the ceiling for various items of expenditure, to be incurred on G 20 Meetings / Transports, as laid down in the approved budget is not exceeded.

2.4 TRANSPORT MANAGEMENT COMPANY shall brief MEA on the preparatory arrangements for G20 Meetings on a regular basis and shall obtain MEA's prior approval before executing the works for G 20 Meetings / Transports.

2.5 For smooth conduct and monitoring of G 20 Meetings / Transports, TRANSPORT MANAGEMENT COMPANY shall nominate a Project / Meetings / Transports Director for G 20 Meetings / Transports who will function as the single point contact for MEA to receive all guidelines and directions from MEA.

2.6 MEA shall nominate officers who shall be giving directions and issuing guidelines to the Project Director of G 20 Meetings / Transports duly nominated by Transport Manager.

2.7 TRANSPORT MANAGEMENT COMPANY shall co-ordinate with concerned security agencies and undertake all precautionary and security measures to ensure safe and successful execution of all the Transports related to G 20 Meetings / Transports.

2.8 MEA shall not be responsible for any act or omission or commission of TRANSPORT MANAGEMENT COMPANY either in the court of law or otherwise.

2.9 TRANSPORT MANAGEMENT COMPANY shall be responsible for the following:

### **3. SCOPE OF WORK**

3.1 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. The Transport Management Company shall provide a range of vehicles including luxury sedans, sedans, SUVs, vans & luxury buses.

3.2 The Transport Management Company undertakes to provide the services, details of which, in general, are described along with objects as under.

**3.3 The G20 meetings will involve transportation work for which the TRANSPORT MANAGEMENT COMPANY shall provide the required vehicles and personnel on terms and conditions given in the RFP which shall form integral part of this agreement.**

4. The following shall be ensured by the Transport Management Company:

- (i) Positioning of vehicles as per schedule without any delay. Timely positioning of the vehicles and providing services of highest standards shall be the essence of this contract.
- (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.

5. **Services required from Transport Management Company:** Delegates from member countries, guest countries and International Organizations will be visiting India to attend Ministerial, Sherpa, Working Group or Engagement Group Meetings. The selected Transport Management CompanyM/s .....shall ensure providing good quality vehicles and their flawless movement.

(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 Transport Management Company 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.

6. **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.

7. The tentative requirement of vehicles is as under:

(a) **For Ministerial/ Sherpa meetings**

S No	Class of Vehicle	Number of Vehicles required
1	Luxury Sedan Car for Ministers (Mercedes E Class and equivalent)	42
2	Innova Crysta or equivalent vehicle not less than 4.4m	42
3	Luxury Buses (Volvo/ Mercedes/ Scania or equivalent 42 seater)	06
4	Sedans (15 Sub 4 m, 15 mid sized sedans 4 m - 4.5 m)	30
5	Vans (Toyota Coaster & equivalent)	10

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

S No	Class of Vehicle	Number of Vehicles required
1	Luxury Sedan car for Ministers (Mercedes E Class and equivalent)	--
2	Innova Crysta or equivalent vehicle not less than 4.4 m	60
3	Luxury Buses (Volvo/ Mercedes/ Scania or equivalent 42 seater)	06
4	Sedans (15 Sub 4 m, 15 mid sized sedans 4 m - 4.5 m)	30
5	Vans (Toyota Coaster & equivalent)	10

(c) The above mentioned vehicle requirement is 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.

(d) Wherever possible, mass movement of delegates will be catered in luxury vans or buses. For example 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 Transport Management Company M/s..... has to plan the broad requirement of vehicles on a particular day and has to get it approved from G20 secretariat.

8. **Movement of Vehicles.** The Transport Management Company M/s..... 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.

9. **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 released 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.

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

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

(b) All vehicles tendered will have comprehensive insurance and all other documents as required by Central Motor Vehicle Act. M/s ..... agrees that:-

(i) 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.

(ii) 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.

(iv) Log books of all the vehicles shall be maintained by the Transport Management Company M/s..... and copies of the same, duly certified by the authorized official of MEA, shall be submitted along with the claims.

#### 11. **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.



12. **Vintage of the Vehicles** : Transport Management Company M/s .....shall ensure that Vintage of the vehicles shall be 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

13. **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.

(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.

14. **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

15. **Performance of Duty**

15.1 **Management of Vehicle Fleet.**

The entire fleet shall be controlled by the Transport Management Company M/s..... and a Transport Desk constituted by Transport Management Company 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 G20 Secretariat as required.

15.2 **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.

16. **Deployment of Manpower.** The Transport Management Company M/s ..... 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) Transport Management Company M/s ..... 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 Transport Management Company M/s ..... in handling the transport under the contract shall get their credentials verified.

17. **Standards for Drivers.** The Transport Management Company M/s ..... to ensure that the drivers meet the following qualitative requirements:-

(a) **Experience.** The driver should have minimum 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.**

18. **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 Transport Management Company M/s ..... or any other agency concerned appointed by MEA. The service provider must agree to such appropriate branding of vehicles.

#### 19. **APPROVED COST OF THE PROJECT**

19.1 The cost of Rs .....projected by the Transport Management Company M/s .....is the ceiling limit within which the Transport Management Company will provide the objects as mentioned in scope of work of this agreement.

19.2(i) 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, parking charges, 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.

(ii) Transport of Vehicles, Insurance Charges and travel of its personnel shall be the responsibility of the Transport Management Company.

19.3(i) The Transport Management Company agrees to organize to supply personnel, vehicles and other services as directed by the Ministry through its designated officers.

(ii) Installation, commissioning and trial run shall be undertaken by the Transport Management Company to the full satisfaction of the Ministry.

## **20 RESPONSIBILITIES OF TRANSPORT MANAGEMENT COMPANY**

Transport Management Company shall have the following responsibilities:

20.1 Ensuring that the event is conducted smoothly and successfully in compliance with all applicable laws and regulations. Transport Management Company shall obtain all necessary approvals, No Objection Certificates, licenses, etc. from the competent authorities.

20.2 Transport Management Company shall conduct the event abiding by all rules, regulations and guidelines in force as well as guidelines and directions issued by any administrative/judicial authority.

20.3 Transport Management Company shall be solely responsible for payment of all applicable taxes, duties and all other Government levies in relation to the event which shall be a part of the approved budget.

20.4 Transport Management Company shall be solely responsible for the manpower which they engage for organizing the event. Selected TRANSPORT MANAGEMENT COMPANY s has to have a dress code for all the drivers / staff employed by them.

20.5 Transport Management Company must make their own arrangement for the Boarding\lodging of their staff employed for the execution of event.

## **21 TERMS OF PAYMENT**

The payment will be made to Transport Management Company as per the following schedule:-

21.1 The selected Transport Management Company can avail 'Mobilization Advance' of 20% of the tender value against a matching 'Bank Guarantee' as per the format at Annexure IX of the RFP.

21.2 The Transport Management Company can claim 5% of contract amount every month subject to Transport Management Company putting up invoices of already concluded events till the month of August 2023.

21.3 The Transport Management Company shall submit the pre-receipted invoices within 15 days of conclusion of every event and admissible amount [after scrutiny by appropriate authorities] would be made expeditiously. Certification of satisfactory completion of work is necessary for which the bills are submitted. Non-submission of bills in timely fashion by the Transport Management Company will attract provisions of LD. Claims for items that are above and beyond the specified scope of work shall be duly supported with receipt / bills of the vendor to whom Transport Management Company has made payment [third party].

21.4 Bills so presented by Transport Management Company shall be subject to scrutiny / verification by independent auditors appointed by MEA. The bills/claims shall be further subject to scrutiny of Pay and Accounts Office [PAO] of MEA. Every effort will be made by MEA for expeditious settlement of bills.

21.5 Transport Management Company shall receive payments by ECS transfer to their account number. It will be mandatory for the Transport Management Company 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.

21.6 An amount equivalent to 5% of the contract value shall be retained till final invoice of Transport Management Company is settled.

21.7 The payment will be **made upon satisfactory performance of work**. Payment to selected Transport Management Company shall be made after final invoice submission by the Transport Management Company on successful completion of each meeting/event to the satisfaction of the G20 Secretariat, MEA. Quality standards and performance of deliverables by Transport Management Company will be certified by designated GOI officer of the execution team from G20 Secretariat. Feedback will be sought from stakeholders and Ministry will conduct a periodic review of the project activities and deliverables to gauge output and to approve activities for the forthcoming period.

21.8 Statutory taxes and duties shall be payable as per actual and on submission of proof of GST payment. The price is payable in local currency i.e. Indian Rupees.

21.9 Payment is subject to applicable deductions / penalties as defined in this RFP / agreement. No payment will be made to the Transport Management Company as hiring charges for staff deployed towards managerial and supervisory duties.

## **22. Standard Conditions of Contract/Agreement**

**22.1 Validity of Contract:** 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.

### **22.2 Performance Bank Guarantee:**

22.2.1 The Transport Management Company shall provide a Performance Guarantee equivalent to 3% of the total estimated contract value for the due and faithful performance of contract before signing of the Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. Refusal or inability to provide vehicles on time or delay in providing services by the Transport Management Company as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders. The Performance Bank Guarantee is to be submitted in the form of Demand Draft / Fix Deposit Receipt / Bank Guarantee drawn in favor of Pay & Accounts Officer, M/o External Affairs, New Delhi.

22.2.2 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.

**22.3 Non-disclosure of Contract documents:** Except with the written consent of the Ministry, the Transport Management Company shall not disclose the contract, or any provision of the contract or information related to services thereof to any third party.

**22.4 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.

**22.5 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. 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.

**22.6 Penalty Clause:**

22.6.1 If at any future point of time it is found that the Transport Management Company has submitted information which is factually incorrect or if the Transport Management Company 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.

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

22.6.3 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.

22.6.4 In case of delayed or unsatisfactory services the Ministry may impose penalty as per the Performance matrix detailed below:

S No	Problem	Penalty (Rs)
1	<b>Late Arrival (as per schedule )</b>	
	By 10 minutes	Rs. 2,500/-
	Between 10-20 minutes	Rs. 5,000/-
	20 - 30 minutes	Rs.7,500/-
2	<b>Attire of the driver</b>	
	Not wearing Uniform / Inappropriate Dress	Rs. 2,500/- The driver with the vehicle will not be allowed to drive the vehicle. The TMC will provide substitute uniformed driver.
3	Un-cleaned vehicles or seat cover/ smell in the vehicle	Rs. 2,500 for first day Rs. 5,000/- per day for 2 <sup>nd</sup> consecutive day and beyond.
4	AC not working/	The TMC will provide vehicles in best running conditions.

	malfunctioning	Under no circumstances such vehicles shall be deployed which is having faulty Air Conditioner. In case of complaint, a penalty of Rs 2,500/- to be imposed for faulty AC.
5	Breakdown en-route	The TMC will provide stand by vehicles instantly. Utmost care to be taken that there is no Breakdown en-route. In case of break down due to carelessness on part of the agency or in case the stand by vehicle is not provided instantly, a penalty of Rs 2,500/- shall be imposed.
6	Driver's poor knowledge of route	The TMC will ensure that the drivers deployed have ample knowledge of routes. In case of complaint, a penalty of Rs 2,500/- shall be imposed.
7	Driver's behavior	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. In case of complaint penalty of Rs 2,500/- shall be imposed.
8	Irregularities such as overwriting, forged entries etc., in the log book(to be maintained in prescribed format)	A penalty of Rs 2,500/- shall be imposed. Competent authority also has the discretion to terminate the contract along with forfeiture of performance security/ blacklisting of the agency
9	Timely submission of bills. Transport Management Company shall submit the pre receipted invoices within 15 days of conclusion of every event.	A penalty of Rs 2,500/- shall be imposed per week of delay beyond the stipulated time of 15 days.

The maximum amount which shall be recovered would be 10% of the total contract value of the price for any portion of services found unsatisfactory / negligence in service.

## **22.7 Termination:**

**22.7.1** In case of quality of service provided by the contractor is found wanting/ in adequate, 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.

**22.7.2.** 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 to the Transport Management Company and the Performance Bank Guarantee shall also be forfeited.

**22.7.3** In the case of termination of contract mentioned vide clauses **22.7.1** and **22.7.2** the competent authority shall forfeit the Performance Bank Guarantee Deposit along with recovery of Liquidation of damage charges due to such termination.

**22.7.4.** During such termination, ministry may award the contract for pending Transports/meetings to any of the remaining 02 selected TRANSPORT MANAGEMENT COMPANY s in accordance with existing agreement or may go ahead with floating a fresh RFP as deemed suitable to the Ministry.

**22.7.4.** During such termination, Ministry may award the contract for pending events/meetings to any Transport Management Company in accordance with existing agreement or may go ahead with floating a fresh RFP as deemed suitable to the Ministry.

a) MEA shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.

b) In the event of termination of this contract, MEA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Transport Management Company shall be obliged to comply with.

c) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Transport Management Company or because the survival of the Transport Management Company as an independent corporate entity is threatened/has ceased, MEA shall pay the Transport Management Company for that part of the Services which have been authorized by MEA and satisfactorily performed by the Transport Management Company up to the date of termination. Without prejudice any other rights, MEA may retain such amounts from the payment due and payable by MEA to the Transport Management Company as may be required to offset any losses caused to MEA because of any act/omissions of the Transport Management Company.

d) MEA may take possession of the works and all deliverables of the Transport Management Company and use or employ the same for completion of the work or employ any other selected Transport Management Company or other person or persons to complete the work. The Transport Management Company shall not in any way object or interrupt or do any act, matter, or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.

e) When the contract is terminated by MEA for all or any of the reasons mentioned above, the Transport Management Company shall not have any right to claim compensation on account of such termination

**22.8 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.

**22.9 Patents and Intellectual Property Rights:** All the rights on the curated content, soft copy and other Transport footage shared with Transport Management Company during meetings will vest with G20 Secretariat.

**22.9.1** The Transport Management Company shall not use the name of their own company in any official communication or promotional material pertaining to the Transport, either before, during or after the Transport without prior approval of MEA.

**22.9.2** The selected bidder shall not use the names and the videos shared for any Transport or purpose other than the said Transport.



**22.9.3** The authority of the selected bidder to use the G20 content commences upon the effective date of this Agreement and terminates upon the expiration of the term of this Agreement or upon termination of this Agreement, whichever shall occur first.

**22.9.4** The selected bidder shall not sublicense, transfer or assign the use of G20 contents to any person or entity without the prior consent of the MEA.

**22.10 Liquidated Damages:** The Transport Management Company shall perform its obligations in a professional manner. The criteria mentioned in **Para 21.7** shall be utilized for Performance Evaluation, MEA may impose penalty as per the penalty terms of this RFP (subject to a maximum of 10%). If the delay is beyond stipulated time, then MEA may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. MEA may debar and blacklist the agencies for applying in its future events for a period of 3 years.

**22.11 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 Transport Management Company 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 Transport Management Company has to be hired at a higher rate in case of nonperformance of Transport Management Company.

**22.12 Price Variation:** In the event of lowering of government levies after the finalization of the contract, the Transport Management Company shall automatically pass on the benefits to MEA, and in the event of increasing of government levies after the finalization of agreement; MEA shall consider the case on merit and the pro-rata benefits to the Transport Management Company may be conserved if full reference with documentary evidence is submitted.

**22.13 Statutory Duties & Taxes:**

22.13.1 Any change in any duty/tax upward/downward as a result of any statutory variation taking within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the Transport Management 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 Transport Management Company. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.

22.13.2 The rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Transport Management Company at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

**22.14 Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the Ministry and the Transport Management Company. This is a binding agreement between the Ministry and the Transport Management 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 Transport Management Company 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:

22.14.1 A pact (contract) between the Ministry (Principal) and the Transport Management Company for this specific activity (the Transport Management Company);

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

22.14.3 A statement by Transport Management Company that it has not paid, and will not pay, any bribes;

10.12.4 An undertaking by Transport Management Company 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 the Transport Management Company emerges;

22.14.5 The explicit acceptance Transport Management Company that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the Transport Management Company until the contract has been fully executed.

22.14.6 Undertaking on behalf of Transport Management Company will be made “in the name for and on behalf of the company’s Chief Executive Officer”.

22.14.7 The following set of sanctions shall be enforced for any violation by the Transport Management Company 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.

22.14.8 Transport Management Company is advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance programme for the implementation of the code of conduct throughout the company.

22.14.9 Transport Management Company is advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance programme for the implementation of the code of conduct throughout the company.

## **22.15 Confidentiality and Security**

**22.15.1** The Transport Management Company and their personnel 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 without the prior written consent of MEA. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Appendix -F of this RFP.

**22.15.2** The selected bidder will ensure that no information about the 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.

**22.15.3** Additionally, the selected bidder shall keep confidential all the proprietary details and information regarding the event.

**22.15.4** MEA shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected bidder regarding any forbidden disclosure.

**22.15.5** 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.

**22.15.6** Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose, and signatures of both parties.

**22.15.7.** Notwithstanding anything to the contrary mentioned hereinabove, the Transport Management Company shall have the right to share the work order provided to it by MEA in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

#### **22.16. Force Majeure**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, MEA may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. MEA shall however, be responsible to pay the Transport Management Company for the services successfully rendered to the satisfaction of MEA under the work orders/ purchase orders issued pursuant to the contract.

**22.17. 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.

**22.18 Insurance:**

22.18.1 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.

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

**22.19 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.

**22.20 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.**

**22.21 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 willful misconduct.

**ASSIGNMENT**

This contract is personal to **M/S \_\_\_\_\_** and cannot be assigned to any third party otherwise.

IN WITNESS WHEREOF THIS AGREEMENT has been executed between the parties hereto by their authorized officers in two originals on the date and the year written above.

**Signed and delivered**  
**for & on behalf of**  
**Ministry of External Affairs**

**Signed and delivered**  
**for & on behalf of**  
**M/S \_\_\_\_\_**

<p>.....</p> <p><b>Ministry of External Affairs</b></p> <p><b>New Delhi</b></p>	<p>.....</p> <p><b>Name:</b></p> <p><b>Designation:</b></p>
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**Witness**  
**Ministry of External Affairs**  
**New Delhi.**