

MPCON LIMITED, BHOPAL



**INVITES TENDERS ON BEHALF OF
MP TEXTBOOK CORPORATION, BHOPAL**



FOR

Selection of agency for packaging and strip binding of classwise books sets in all blocks of Bhopal district, Shujalpur block of Shajapur district and Budhni block of Sehore district at each BEO & BRCC locations

Last date of submission of Tender: Up to 12.00P.M. (IST) on 07.07.2021
Opening of Tender
Technical: 02.00P.M. (IST) on 07.07.2021
Financial: 03.00P.M (IST) on 07.07.2021

OFFICE OF THE MANAGING DIRECTOR, MPCON LIMITED, BHOPAL

NIT No. MPC202104048

Dated: 30.06.2021

NOTICE INVITING TENDER

MPCON LIMITED, BHOPAL on behalf of MP TEXT BOOK CORPORATION (MPTBC), BHOPAL invites Tender for preparing classwise book sets (packaging & strip binding) in Bhopal district, Shujalpur block of Shajapur district and Budhni block of Sehore district at each BEO & BRCC locations.

Tenders are invited in two (02) bid system (Technical & Financial bid) from competent agency, which has requisite team and can execute the discussed work timely.

NAME OF WORK: Packaging and strip binding classwise books set in all blocks of Bhopal district, Shujalpur block of Shajapur district and Budhni block of Sehore district at BEO & BRCC locations

Estimated Cost: Rs.20.00 Lakhs (To be quoted on rate @ per set of books, no of school books varies from 3 to 12 and size & weight of books may vary, cost will include labour and material cost also, Approximate 1.00 lakh sets are to be prepared with 75% increase or 25% decrease in variation)

Earnest Money Deposit: Rs.4.00 Lakhs

PBG: 5% of the contract value

Period of Completion: 45 days from the date of issue of Agreement

Last date of submission of bid: 07.07.2021 upto 12.00pm

Bidders will be able to download the document from www.mpconsultancy.org from 01-07-2021 05:00 PM onwards. The bids have to be submitted in physical copies in the office of MPCON Limited latest by 07-07-2021 by 12.00 PM. All the updates regarding the tendering process shall be updated on the website only.

All the queries related to this tender shall be entertained on email id: sb.jain@mpconsultancy.org up to the date & time mentioned in the bid document, any communication after the due date will not be entertained.

Managing Director
MPCON Limited

Disclaimer

Though adequate care has been taken in the preparation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects; the information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified e-mail id mentioned in the pre-bid column up to the date & time specified. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids have understood completely and are satisfied with the terms and conditions mentioned in it. No claim shall be made after the due dates and time given for the particular activity mentioned in the schedule above.

MPCON Limited has the right to reject any or all of the applications submitted in response to this RFP document or cancel the entire tender at any stage without assigning any reasons whatsoever.

MPCON Limited also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP.

MPCON Limited reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website www.mpconsultancy.org

Neither **MPCON Limited and MP Text Book Corporation** nor their employees and any associates will have any liability to any prospective Bidder interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of **MPCON Limited** or their employees and Prime Bidder or Consortium Partner or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any Bidder as part of RFP process is confidential to **MPCON Limited** and shall not be used by the Bidder for any other purpose, distributed, or shared with any other person or organization.

TENDER DETAILS

1.1. The details of the Tender are as under:

S. No.	Description	Details
1.	Name of work	Selection of agency for packaging and strip binding of classwise books sets in all blocks of Bhopal district, Shujalpur block of Shajapur district and Budhni block of Sehore district at each BEO & BRCC locations
2.	Time allowed for completion	45 days
3.	Cost of Tender Papers (Processing fee) Non-refundable	<p>Rs.2950/- (Rupees Two thousand nine hundred fifty only). It includes Rs 2500/- as cost of tender plus Rs 450/- as 18% GST on cost of tender), to be paid through online payment to MP Text Book Corporation Bhopal. The Bank details are as follows:</p> <p>Account No.- 20027312046 Type of Account: Current Account IFSC Code: IDIB000B796 Bank: Indian Bank, Arera Colony, Bhopal</p> <p>The receipt of payment to be submitted along with the technical bid. Without tender processing fee tender will be rejected.</p>
4.	Earnest Money Deposit(EMD)	Rs.4.00 Lakhs to be paid in the form of Demand Draft in favor of MP Text Book Corporation, Bhopal.
5.	Performance Security	<p>5% of the Contract Value to be submitted by the successful bidder within 5 working days from the award of Letter of Intent. The Performance Security can be submitted in the form of Bank Guarantee or DD in favor of MP Text Book Corporation, Bhopal.</p> <p>After submission of the Performance Security, Contract will be awarded to the bidder. This amount shall be released on the successful completion of the work.</p>
6	Date of issue of Online Tender Documents	01.07.2021 to 07.07.2021 can be downloaded from website www.mpconsultancy.org
7.	Address at which hard copy to be submitted	MPCON Ltd. Ground Floor Rajiv Gandhi Bhawan-2, 35, Shyamla Hills Bhopal 462002
8.	Last date of submission of technical& financial bid.	12.00 PM on 07.07.2021
9.	Date and time of opening of technical & financial Bids	<p>On 07.07.2021 from 2.00 P.M onward successful bidders will give separate presentation on methodology and resource availability will be made before the empowered committee on the above address.</p> <p>Based on committee's recommendations the financial bid of successful bidders shall be opened at 03.00 P.M on 07.07.2021 in presence of the vendors or their authorized representative who desires to be present.</p>

		Price Bid will be opened for those who qualify in Technical Bid and presentation.
10.	Liquidated damages	0.50% of Contract amount per week of delay in completion of work subject to maximum 5% of contract value or final bill value.
11.	Terms of Payment	90% of Contract Value shall be paid after completion of and after due inspection & verification by MPTBC official regarding the same. 10% of Contract Value shall be paid after one month of the work completion.
12.	Validity of Tender	45 days from the date of opening of price bid
13.	Consortium or JV	No consortium or JV shall be permitted. Eligible Bidder shall bid in its individual capacity.
14.	Eligible taxes	Bidding shall be inclusive of all taxes on per book set basis which will include all cost like labour, packaging material cost, transportation of machines etc. related to work completion

1.2. Information Regarding Submission of Tenders

Interested agency should download the tender documents from www.mpconsultancy.org website and submit the completed sealed tender document in physical copies in the office of MPCON, Bhopal.

Agency should submit the hard copies of the Technical and financial bids in 02 (two) separate sealed cover and super scribed with the name of the work. Both the Technical and financial bid should be in a separate large envelope sealed and super scribed with the name of the work.

Technical bid: Technical bid should contain the following:-

- i) Receipt of Tender processing fee
- ii) Receipt of EMD/Demand Draft
- iii) Copy of PAN card, ITR, GST registration
- iv) Certified copy of audit report of last three year
- v) Local office address proof
- vi) Details as per eligibility criteria
- vii) All tender papers duly signed & stamped by the authorised person of agency.
- viii) Copy of presentation detailing methodology and time line to create infrastructures in desired locations.

Without any one of the above in the Technical bid, the Tender will be rejected and price bid will be returned without being opened.

Financial/Price Bid: Agency should submit the price bid in a separate sealed envelope on rates per set inclusive of all labour, material cost and taxes. The price bid must be written in INR and paises in two figures per book set in words and numerical.

Any condition in the price bid will be liable for rejection of tender.

1.3. Pre Bid Enquiry

All pre bid enquiry can be submitted till 3:00 pm on **05.07. 2021**. To be received from the companies official email id only at our e-mail id: sb.jain@mpconsultancy.org as per the format given in the tender document.

Bidders are advised to inspect the site before submission of the tender in order to get acquainted with the proposed work and site condition and satisfy themselves before quoting the rate. No deviation in condition or specification or additional items shall be entertained at a later date.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time &venue.

2. ELIGIBILITY

1. Bidder should have a minimum turnover of Rs 3.00 crores in last three years.
2. Bidder should have at least one local office in Bhopal.
3. Bidder should hold an experience of making at least 3000 book sets of similar configuration in Madhya Pradesh and other states as well.
4. Arrangement of electricity will be in the scope of bidder.MPTBC will not be liable for any arrangement of electricity at the place of work.
5. Bidder should ensure availability of shrink wrap machine and strip binding machine at all the above mentioned sites for professional packaging of book sets.

3. INSTRUCTION TO THE BIDDERS

3.1. TENDERING PROCESS

- 3.1.1 Tender documents can be downloaded from website www.mpconsultancy.org. However, the tender document of those bidders shall be acceptable who have made online payment for the tender documents fee of Rs. 2500/- (Rs. Two Thousand Five Hundred only) plus GST, without which bids will not be accepted. The tender document fee in the form of Demand Draft payable to MP Text Book Corporation can however be submitted in the bid documents.
- 3.1.2 Bidders are requested to visit our website regularly for any clarifications and or due date extension or corrigendum.
- 3.1.3 MPCON shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.

3.2. GENERAL INSTRUCTIONS

- 3.2.1 The applicants should go through carefully & ensure that the complete TENDER document contains all pages of the document. The applicant should ensure that every page of the downloaded Tender document and supporting materials is signed by applicant with stamp (seal) of the applicant company and all the blanks are filled by them suitably.
- 3.2.2 The applicant should ensure that the downloaded Tender document is properly sealed before submitting the same and any correction / addition / alteration / omission, made in the Tender document by the applicant, shall be treated as non-responsive and the application shall be summarily rejected.
- 3.2.3 Bidders shall provide evidence of technical experience and qualification.
- 3.2.4 The Bidder is requested to furnish document to establish their eligibility for each of the above clauses. Relevant portion, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If tender were not accompanied by all the above documents mentioned, the same would be rejected.
- 3.2.5 The bid submitted by any bidder not fulfilling the eligibility conditions/ criteria stipulated above, will not be considered and treated as rejected during the technical evaluation process.

- 3.2.6 MPCON reserves the right to seek fresh set of document or seek clarification on the already/submitted documents. Upon verification, evaluation/assessment, if incase any information furnished by the Bidder is found to be false/ incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained.
- 3.2.7 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Bank/Recognized Government Body.
- 3.2.8 Consortium or JV is not allowed and the bidder shall be solely responsible to meet all the terms and conditions of this RFP.
- 3.2.9 MPCON reserves the right to place an extension order for any new requirement/change request on mutually agreed terms & conditions.
- 3.2.10 MPCON on behalf of MPTBC may increase 75% or decrease 25% of work during the project.

3.3. PERFORMANCE SECURITY

- a. The successful Bidder has to furnish a performance security as to guarantee the performance of the contract.
- b. The Successful bidder has to submit Performance Guarantee:-

The Successful bidder has to submit Performance Bank Guarantee or Performance Security deposit @ **5%** of Total Project Cost value within 5 days from the date of issue of Letter of Intent for the duration of project through any of the Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank (operating in India having branch at Bhopal), in the name of **Managing Director, MP Text Book Corporation, Bhopal Madhya Pradesh**. On receipt of Performance Guarantee, firm Work Order will be released in the name of the party.

- c. The Performance security shall be payable to MP Text Book Corporation, as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
- d. No interest shall be payable on the PBG amount. MP Text Book Corporation may invoke the above bank guarantee for any kind of recoveries.
- e. The Bid security will be forfeited on account of one or more of the following reasons :
 - i. The Bidder withdraws its Proposal during the period of proposal validity.
 - ii. Bidder does not respond to requests for clarification of its proposal.
 - iii. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.

3.4. PROJECT DURATION

The total duration of project would be maximum 45 working Days for preparing class wise book sets at all the given locations.

3.5. PENALTY

If the work is not completed within the Scheduled delivery period and with required quality, a Penalty @ 0.5% per week or part there of subject to a maximum of 5% shall be imposed which will be deducted from the Invoice.

3.6 GUARANTEES AND PERFORMANCE

The agency shall guarantee the materials and workmanship of all sets of Books for quality of Packaging Materials and workmanship in set of Books prepared. Penalties is payable in case of non-fulfillment of performance guarantees up to acceptable tolerance limits and it will be decided by the competent committee formed by MD MPTBC.

3.7 FORCE MAJEURE

Notwithstanding anything contained in the RFP, the bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, its delays in performance or other failures to perform its obligations under the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the selected bidder and not involving the selected bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of MPCON regarding Force Majeure shall be final and binding on the selected bidder.

If a Force Majeure situation arises, the selected bidder shall promptly notify to MPCON in writing, of such conditions and the cause thereof. Otherwise directed by MPCON in writing, the selected bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.8 RESOLUTION OF DISPUTE

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best-efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Any Dispute or Difference whatsoever arising between the parties to the Agreement or relating to the Objective, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the sole Arbitrator, Managing Director MPCON whose decision shall be final.

All legal disputes between the parties shall be subject to the jurisdiction of the court situated in Bhopal, Madhya Pradesh only.

3.9 BINDING CLAUSE

All decisions taken by **MPCON** regarding the processing this tender and award of contract shall be final and binding on all parties concerned.

4 BID EVALUATION

The bid evaluation committee constituted by MPCON shall evaluate bids. This will involve the representations from MP Text Book Corporation, MPCON and subject experts. The decision of the bid evaluation committee in the evaluation of the PQ and Financial Bids shall be final.

4.6 Technical Evaluation

Pre-qualification bid documentation shall be evaluated as under:

- a. The initial eligibility criteria prescribed above (in respect of experience of similar nature of work completed) shall be first scrutinized and the applicant's eligibility for pre-qualification for the work will be determined
- b. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated on the basis of details furnished by them.
- c. The evaluation committee will check if the bidder has deposited the tender document fee along with the Technical Proposal and the same are found to be in order.
- d. The documentation furnished by the bidder will be examined prima facie to see if the agency's capacity, skill base and other Bidder attributes as claimed there in are consistent with the needs of this project. If needed, the selection committee may ask for formal presentation by the bidders to further evaluate and screen the bidders.

- e. MPCON may ask bidder(s) for additional information, and or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

4.7 Commercial Evaluation

- a. Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each will be evaluated using the criteria and process out lined in this section.
- b. Financial Bids will be opened of only those bidders who are qualified in the pre-qualification.
- c. Financial Bids of the non-responsive and disqualified bidders will not be opened.
- d. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of bidders to provide all supporting documents as listed in forms necessary to fulfill the mandatory eligibility criteria. If needed, the selection committee may ask for formal presentation by the bidders to further evaluate and screen the bidders.
- e. Even though an applicant may satisfy the above requirements, he would be liable to Dis-qualification if he has:
 - Made misleading or false representation or deliberately suppressed the information in the forms, statements prescribed in the prequalification document.
 - Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures/weaknesses, etc.

4.8 Contract Finalization

The bidder duly qualified and selected in the technical bid and offering the lowest value will be selected for award of the contract.

- MPCON shall notify to the bidder, through a Letter of Intent that its bid has been accepted. The letter of intent will be accompanied by Performa for agreements between the parties.
- After issuance of LOI, if the successful bidder denies accepting the LOI or executing the project, the bidder will be blacklisted.
- In case the L1 bidder denies accepting the LOI and/or fails to submit the Performance Bank Guarantee within the specified time period, the bidder who has quoted L2 rates will be offered the work under the same terms and conditions and at L1 rates.
- MPCON will be free to cancel the whole tender, if it finds it deem fit to do so.
- Within 07 working days of receipt of the Lol, the successful bidder shall furnish the Performance Bank Guarantee.
- On receipt of the Performance Guarantee, the successful bidder shall be issued work order. The selected bidder will initiate the execution of the work as specified in the agreement.
- The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required/ applicable.
- The contractor is required to comply with all acts of Government relating to labor and the rules and regulation made there under from time to time.
- Before starting the job, vendor should prepare drawing & design of proper packaging management System for each location and get it duly approved by MPCON.

4.9 Payment Terms

- 4.4.1 No advance shall be paid
- 4.4.2 90% of Contract Value shall be paid against class wise book sets packaging in the depots and after due inspection & verification by MPTBC official regarding the same.
- 4.4.3 10% of Contract Value shall be paid after one month of the completion of work.
- 4.4.4 5% shall be retained as Security Deposit. On submission of Bank Guarantee, the 5% amount will be released to the agency. The Bank Guarantee will be returned to the agency after completion of work, provided the contractor attends to all defects satisfactorily arised during delivery of sets in the field.
- 4.4.5 TAX DEDUCTION AT SOURCE: Applicable taxes will be deducted at source as per the rate prevalent at the time of payment of the bill.

5 TECHNICAL SPECIFICATIONS

The scope of work and general conditions are mentioned in the Annexure-1.

5.1 Scope of Work

The scope of work shall include the following:

- a. Developing needful infrastructure and packaging material at all sites for preparing of book sets timely in desired craftsmanship.
- b. Co-coordinating skilled manpower team to execute the work.

Tenderer are advised to inspect the site in consultation before submission of the tender in order to acquaint with the proposed work and site conditions.

5.2 Quality and Workmanship

All works shall be under taken with the highest levels of quality and workmanship. During inspection MPTBC will pay special attention to neatness of work execution and conform it to quality and safety norms. Non-compliant works will have to be done at the cost of the Installer. Bidder should fulfill the norms set for packaging by MPTBC.

5.3 Safety Measures:

The bidder shall take entire responsibility for operational safety during work execution. Bidder should compulsorily have **works men compensation policy** for his employees which Compromise of their insurance and ESIC benefits. Bidder must ensure the availability of all the certificates.

FORMATS AND ANNEXURES

**Performa of Compliance Letter/Authenticity of Information
(On Non judicial Stamp paper of Rs.100/-)**

Date:

To,

The Managing Director
MPCON Limited, Bhopal

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: **Bid for class wise books sets packaging and strip binding at various block levels.**
(Tender no. MPC202104048).

Dear Sir,

With reference to above referred tender, I, undersigned <<**Name of Signatory**>>, in the capacity of <<**Designation of Signatory**>>, is authorized to give the undertaking on behalf of <<**Name of the bidder**>>. We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid. We hereby confirm that all our quoted items meet the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet all technical specification of each item and services desired in the bid and that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Managing Director MPCON will be final and accepted to us.

All the Information provided in our submitted bid is true and correct. In case any information provided by us is found to be false or incorrect, you have the right to reject our bid at any stage including forfeiture of our PBG/ cancel the award of contract. In this event, MPCON reserves the right to take legal action on us.

Thanking you,

Dated: _____

Signature: _____

(In the Capacity of): _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

APPLICATION FORM

1	Name of the organization:	
2	Address:	
3	Name: Telephone Nos.: Mobile: E-mail id of Contact Person:	
4	Status of the Firm: (Whether Public or Private Ltd Company/Firm/Proprietary	
5	Year of Establishment: (Supporting document to be submitted):	
6	Whether registered with the Registrar of Companies / Registrar of firms. (if so, mention number and date and supporting documents to be submitted):	
7	Income Tax PAN No.	
8	GST No	
9	TIN No.	
10	Trade License Particulars:	
11	Names of Directors / Proprietor /Partners/Associates	
12	Details of "Similar" Nature of works: Completed during the last 5 years. (Details may be attached in separate sheet)	
13	Latest Income Tax Clearance Certificate/:(Copies of Last 3years IT Return submitted to be enclosed)	
14	List of empanelment/enlistment/registration with other Organizations /statutory bodies etc. If so furnish their names, category and date of registration:	

15	Annual turnover for the last 3 financial years(year-wise) ending 31.03.2021 as per Audited Balance Sheet:	
	FY2019-20	
	FY2018-19	
	FY2017-18	
16	Name and address of persons who will be in a position to certify about the quality as well as performance of applicant firm:	

Authorized Signatory

PRE BID CLARIFICATION FORMAT

Name of Organization					
Name & Position of person					
Full formal address including phone, mobile and email					
S. No.	Page No.	Clause No.	Clause heading	Query/ Clarification sought	Suggestion

BLACKLISTING DECLARATION FORMAT
To be furnished on Letter Head

Date:
Place:

TO WHOMSOEVER IT MAY CONCERN

I hereby declare that **<Organization Name>** as on date of is not blacklisted by any Central Government/State Government or any other organization in past three years, if found guilty after signing this declaration, we agree that the bid submitted by the **<Organization Name>** will be disqualified even after issuing the work order/signing the agreement.

Authorized Signatory

Name
Designation

Company Name
Address
Contact Details

PRICE BID FORMAT

PRICE BID

Name of Work: Class wise books set Packaging and strip binding of classwise book sets in all blocks of Bhopal district, Shujalpur block of Shajapur district and Budhni block of Sehore district at BEO & BRCC locations

Name of Bidder: _____

S. No	Description	Per book set Price Quoted in Rupees and paises in two figure inclusive of all expenditures & taxes
1	Packaging and strip binding of classwise book sets in all blocks of Bhopal district, Shujalpur block of Shajapur district and Budhni block of Sehore district at BEO & BRCC locations	

Amount in words: Rupees _____

The above rates are inclusive of all expenses, duties and taxes. MPCON will not be liable for any payment over and above on cost as quoted in bid.

Signature of the Authorized Signatory:

Name of the authorized Signatory:

Seal of Company:

PERFORMANCE GUARANTEE FORMAT

(To be submitted on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (Herein after referred to as Contractor) submitting the response to Tender No. MPC202104048 dated _____ issued by MPCON Limited on behalf of MP Text Book Corporation and MPCON considering such response to the Bid of [Insert the name of the selected Contractor] (Which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Contractor and issuing Letter of Intent no to..... (Insert Name of selected Contractor) as per terms of the tender and the same having been accepted by the selected Company M/s

As per the terms of the tender, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to M.P Text Book Corporation at Bhopal forthwith on demand in writing from M.P Text Book Corporation Bhopal or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees..... [Total value] only, on behalf of M/s [Insert name of the selected Contractor]. This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs.....

Our Guarantee shall remain in force until..... M.P Text Book Corporation shall be entitled to invoke this Guarantee till [Insert date which is 90 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that M.P Text Book Corporation shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by M.P Text Book Corporation, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to M.P Text Book Corporation.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected bidder]. The Guarantor Bank shall not require M.P Text Book Corporation, Bhopal to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against M.P Text Book Corporation, Bhopal in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MPCON shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Contractor, to make any claim against or any demand on the Empanelled Vendor or to give any notice to the selected Contractor or to enforce any security held by M.P Text Book Corporation Bhopal or to exercise, levy or enforce any distress, diligence or other process against the selected Contractor.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs..... (Rs..... only) and it shall remain in force until [Insert date which is 90 days after the date in the preceding sentence].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if M.P Text Book Corporation serves upon us a written claim or demand.

Signature
Name
Power of Attorney No.

For,
..... [Insert the bank name]

Banker's Stamp and Full Address.

Dated this day of, 2021

Witness:

1.

2.

Signature
Name and Address

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee (PBG) shall be executed by any of the Nationalized Bank only.