



Department of Panchayati Raj

Lohia Bhavan, Aliganj Lucknow UP.



E-Tender

Department of Panchayati Raj, UP (DoPR) Invites bids from eligible Bidders for Travel related services .

The Department intend to select a reputed travel Agency to provide travel related services as per defined scope of work for one year from the date of signing of Agreement. The Agency has to provide the different services throughout the Agreement period for the Department of Panchayati Raj.

For details, please refer e- tendering site: <https://etender.up.nic.in> Help: Please contact Tender help at 0522- 2322920, India Contact Timings: 10.00 Hrs to .00 Hrs (GMT + 5.30)

Document Version: 10

Abbreviations & Definition

Term	Explanation
DoPR	Department of Panchayati Raj
DoPR,UP	Department of Panchayati Raj , Uttar Pradesh
GoUP	Government of Uttar Pradesh
INR	Indian National Rupees
ETC	e-tender Committee
Client	Department of Panchayati Raj
Security Deposit	Performance Security

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DEPARTMENT OF PANCHAYATI RAJ, UP.
Lohia Bhawan, Aliganj Lucknow UP
E-reference no:

Date: 02/09/2019

INVITATION TO BID

- I. Director of Panchayati Raj, UP on behalf of Department of Panchayati Raj.
- II. Request for Proposal (RFP), it is intended to invite e-Bids **for Travel agencies for providing Air Tickets, for both domestic & International travel Visa, Passport, Insurance, Foreign Exchange Rail and Road tickets, and Hotel accommodation**
Bidders are advised to study the eBid document carefully.
- III. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
- IV. The client may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- V. The eBid document is available on eTender portal <https://etender.up.nic.in> and also on Department of Panchayati Raj UP, website www.panchayatraj.up.nic.in Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://https://etender.up.nic.in> up to the date and time mentioned in the table below:

Table-1: IMPORTANT DATES AND OTHER DETAILS

eBid Reference No.	5/363/2019-RGSA/03/2019 dated 05/9/2019
Date of Publication on e-Bid Notice and Request For Proposal (RFP)	11/9/2019, 11 Hrs
Last Date for Submission of ebids	03/10/2019 by 11.30 Hrs
Site for Submission of eBids	etender.up.nic.in
eBid Inviting Officer	Director, Panchayati Raj, Uttar Pradesh
Date of Opening of Technical eBids	03/10/2019 at 15.30 hrs
Date of Opening of Financial eBids	Would be informed later
Date of submission of queries	19/9/2019 at rgsa.up@gmail.com
Pre bid	20/9/2019 at 12.30 hrs ar Lohia bhawan Aliganj ,Lucknow
EMD (Rs 60,000) and Bid Processing Fee Account Details (Rs 2000))	A/C Name : Rajeev Gandhi Panchayat Shasktikaran Abhiayn A/C No: 34596734473 IFSC Code : SBIN0006164 Bank Name : State Bank of India Branch Name : Jawahar Bhawan, Lucknow

Department for and on behalf of Department of Panchayati Raj, UP, invites e-tenders in the prescribed Form, online i.e. Technical Bid and Financial Bid for award of contract "From reputed Travel agencies for providing Air Tickets, Rail and Road tickets, for both domestic & International travel Visa, Passport, Insurance, Foreign Exchange and Hotel accommodation to Department of Panchayati Raj, UP.," from the prospective Bidders, as per following details:

1) Tender Schedule: -

Sr. No.	Nature of work	Estimated Cost of Work per Year (In Rs.)	Cost of blank Tender form. (In Rs.)	Earnest Money Deposit (In Rs.)	Contract Period
1	2	3	4	5	6
a)	Bookings Of Domestic And				Initially for 1year

	International Air Tickets, Rail & Road Tickets	Rs. 30,00000	Rs. 2,000/-only	Rs. 60,000/-	(Extendable yearly on satisfactory completion of services up to total 3years) including the initial period of 1 year on same Terms & Condition
b)	Providing Visa, Passport, Insurance				
c)	Providing Foreign Exchange				
d)	Hotel Accommodation in India as well as Abroad				

2) **Office Address:** Department of Panchayati Raj, Lohia Bhavan Aliganj , Lucknow UP – 226024

3) The tenders will be received through E-tender portal address on above mentioned DoPR's official address and will be opened by eTender Committee on scheduled date and time.

Note: The bidder is requested to see all the Conditions of Contract before quoting the tender.

4) **Eligibility Criteria/Pre-Qualification Criteria:**

- i. The bidder must be registered under Companies Act, 1956 or registered firm. The Bidder should produce Article of Association and Company/Firm Registration Certificate.
- ii. **Past experience of similar works:** The tenderer should have similar work experience like booking and issuing air tickets for minimum three years or more.
- iii. The bidder should not have been Black listed by any State or Central Government in India. An undertaking must be submitted duly attested by the notary, by the bidder.
- iv. **Financial status:** The average annual turnover of the tenderer / firm in last 3 years shall not be less than 50 lacs. For this purpose, the tenderer are required

to furnish CA certificate including Profit & loss sheet of the applicants for the last three years financial years 2016-2017, 2017-2018, 2018-19

- v. The bidder must have registration number of GST.
- 5) The Tender Document can be downloaded from the e-Tender.up.nic.in on or from 02/09/2019 to 23/09/2019 between 11.00 Hrs to 15.00 Hrs on working days respectively. The tender documents are non-transferable. The cost of tender form is not refundable. The details should be mentioned as follows:

Name of Entity
Address of Entity
Email id
Contact no / Mobile No
Name of Authorized person with Designation
GSTN No
Tender no and date.

- 6) The application not accompanied with the cost of Tender Document will not be considered.
- 7) The interested Firms / Agencies may upload the Proposal complete in all respects along with submission of Earnest Money Deposit (EMD) of ₹ 60,000/- (Rupees Sixty thousand only), tender fee and other requisite documents on the e-tender portal. Tenders not accompanied with the requisite amount of EMD shall be rejected. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
- 8) The Department of Panchayati Raj, UP reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice for assigning any reason. The decision of the Director, DoPR in this regard shall be final and binding on all.

SECTION –I

I. **GENERAL TERMS & CONDITIONS:**

All bidders must note that this being E-Tender, bids received only through online on E- tendering <https://etender.up.nic.in> portal shall be considered as an offer.

1. The Travel Agency should have good experience in booking travel tickets and should have decent experience in providing their services to any government or reputed private organisation in the industry.
2. The Travel Agency should have decent service record should not involve in any illegal offence.
3. The Client shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months' notice of termination.
4. In case of any dispute, the decision of the DoPR 'Department of Panchayati Raj will be final and binding.
5. In case the selected Travel Agency fails to deliver, on demand, to DEPARTMENT OF PANCHAYATI RAJ, UP office three times in a row, the Agency's contract can be cancelled and Security Deposit forfeited.
6. The travel Agency will provide dedicated **Travel Help Desk** number from 9 am to 8 pm for booking related queries for the department.

SCOPE OF WORK

1.0 Services to be provided are as under:-

Agencies should provide, booking of confirmed as well as wait listed, confirmation of wait listed Air tickets as desired by the Department, shall be made collection of tickets for cancellation, up gradation / re-validation of tickets, delivery of tickets, or any documents. Also provide services for Hotel Accommodation, VISA, Travel Insurance, Foreign exchange and PASSPORT for the Department.

The scope of work of the agency in brief is as under:

1.1 Booking, issuing & cancellation of domestic / International Air Ticket/ Rail & Roads tickets, providing Hotel Accommodation/VISA/ Travel Insurance/ Passport/ Foreign exchange etc.

1.2 The booking should be accepted on all working day as well as Saturday / Sunday / Public Holidays and during evening / night time. I.e. Round the Clock service desired from the agency. The agency will provide 24 hours help line service number so that in case of any emergency in Department / Traveler may contact the Agency. The tenders of agencies who do not have 24 hours' helpline facility will not be considered.

1.3 The Air tickets issued by the Airline Company should be delivered to the Department of Panchayati Raj, UP.'s Office at Lucknow or at the Residences or through mail of Executive / Non-Executive in any part of Lucknow, as and when required as instructed by the authorized person at the cost of Agency. The Agency should also be in a position to deliver the tickets in other parts of India whenever required & send the SMS in the regard.

1.4 The Agency must have their own Office at Lucknow, to carry out day to day functioning.

- 1.5 The agency should give quick response for booking of ticket etc. at the shortest notice and their capacity to arrange for tickets even at very short time i.e.1 to 3 hrs.
- 1.6 The Agency should give correct advice regarding most economical routes, fares, information's, flight schedules & availability of seats, regarding various scheme launched by Airlines which are economical, beneficial to Department etc.
- 1.7 For booking of Air Tickets, agencies should try to book the cheapest fare / lowest fare tickets available at the time of giving booking by, Department within half an hour of the said instruction(s).
- 1.8 The agency will inform the traveller as well as co-ordinate about the cancellation, or rescheduling of flights by the Airlines through phone / SMS Immediately.
- 1.9 In case the tickets are not delivered within time the Agency will be solely responsible for the same and no payment will be made. In that case the agency may be liable to penalty clause mentioned herein after.
- 1.10 Hotel reservation, if required, in India and abroad at discounted tariff of the hotel without any service charges, and original bills (Tax invoice) of the hotel should be submitted for payment.
- 1.11 All the reservations should be made as per the entitlement of the officer/ employees for whom the reservation are being done or as specifically instructed by the Department.

SECTION II

TERMS AND CONDITIONS

1.0 Booking of Air tickets: -

- The booking for Air tickets will be passed on to the agency over telephone by authorized representatives of this Department and the same will be arranged by agency within the specified time. The agency will deliver or mail the Air tickets to Department office or if required at the residence of employees in time and in case of any change or cancellation, the agency shall arrange for collection of the ticket and do the needful as per direction of Department / Authorized Officer & the same shall be inform by SMS to the concern officers & Department or any representative.
- The booking call / request by Department should be accepted on all working Days as well as Saturdays / Sundays / Public Holidays and during Evening / Night Time (24hrs x 365 days).
- Intending Agency must have an established office preferably in Lucknow with telephone /cellular phone where requisition for Air Tickets or any other desired information can be conveyed / obtained during all the 24 Hrs. Telephone / cellular phone numbers must be specified in the Tender document.
- In case of cancellation of the Air tickets, proof of actual cancellation charges, levied by Airline shall be produced by the Agency. Accordingly, DOPR will pay the actual cancellation charges and service charge.
- The agency shall make the tickets on cheapest fair. Any change in requirement must be addressed on priority.
- Agency shall provide updated time table of various Airlines on every month to Department free of cost.
- Validity period of all classes of domestic / International Air tickets shall be duly mentioned on the ticket.
- The requisition for booking of Air tickets must be taken by the agency from the authorized person of the department or any person designated to be making requisition of tickets by the Department.
- In case of failure to operate the contract, and if the work is got done through some other agency and any extra expenditure is incurred in this behalf the same shall be recovered from the Agency.
- Any tickets made from unauthorized requestor shall not be considered for payment.

- Issuance of Travel Insurance policy will be provided only on actual premium paid to the Insurance company
- Issuance of International Rail ticket shall be on actuals.
- Arranging Foreign exchange/travel insurance.
- Hotel reservation, if required, in India and or abroad at discounted tariff of the hotel without any service charges, and original bills of the hotel should be submitted
- No additional freight or any other charges, etc., would be payable.
- Special handling and priority check-in at the airports as and when needed/ requested.
- Arranging 24-hour additional layover on long haul flights as per itinerary.
- Providing excess baggage ticket whenever required.
- Handling the claim related to lost baggage from concerned airline.
- The selected tenderers (herein after referred as Agency) will have to ensure fast and timely delivery of tickets by hand / email/ fax or at the Directorate office. At times the ticket and other related service will also be required at very short notice. Agencies shall not transfer or assign the contract to any person or sub-agent.
- Department will deduct Income Tax at source under Section 194 - C or any other relevant section of the Income Tax Act with intimation to the agency.
- Other Terms and Conditions as per GCC (General Conditions of Contract) Will be applicable and is available with the office of the Admin Department, for reference.
- Department reserves the right to reject any or all tenders without assigning any reasons whatsoever. Department reserves the right to disqualify such tenderers who have a record of not meeting contractual obligation against earlier contract entered into with Department.

Tie-up with major Hotels for special rates in Metro/Major cities should be made.

2.0 AWARD OF CONTRACT: -

- 2.2 The tenure of contract will be for one year from the date of award of contract with an option to extend for a further period of three years, renewal on yearly basis. The first allotment of the contract will be done for a period of one year and thereafter on the basis of satisfactorily performance the contract can be extendable on same rates, terms and conditions for another two years, each extension being of one year each total period from the first award of contract shall not exceed 3 years.
- 2.3 Department will give Letter of Acceptance (LOA) to the agency. The agency shall submit the letter of consent and give his unconditional acceptance with duly stamped and signed on each page within 10 days.
- 2.4 Department can select next second tenderer as “stand-by-agency”. In case first selected agency is withdrawn his offer or refuse to commence the work after issue of LOA, then will give counter offer to the next selected agency. In such case the EMD amount of first selected tenderer shall be forfeited and he will be banned from taking part in any tender from this office. If the contract is terminated during the currency of contract period due to non-fulfilment of the contract conditions, or unsatisfactorily performance, then will give counter offer to next tenderer. In such case the security deposit amount of existing agency shall stand forfeited.
- 2.5 Department reserves the right to accept or reject any bid(s) or to accept whole or a portion of the tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidders.
- 2.6 The Department reserves the right to terminate the contract without assigning any reasons thereof, by serving to the agency a notice of one month to this effect, and on the refusal of the agency to accept this notice of termination of the contract or passive avoidance to do so, the said notice shall be sent by registered post on the address of the agency recorded.
- 2.7 Department shall also be entitled to appoint any other firm or company at its discretion to perform the job entrusted to the agency after termination of the agreement. Provided that the termination of the contract, as aforesaid, shall not

absolve the agency of its liability regarding booking of Air tickets already entrusted to it in accordance with the direction of the Department.

3 TERMS OF PAYMENT:

3.1 The bill shall be submitted in Original as issued by the concerned airline, hotel Etc. to the Authority specified in contract along with Invoices of each booking duly mentioning the Name of Traveller, Date, Sector, Class, Basis fare, taxes, Total fare, discount etc. It is also required to submit monthly statement showing the details of Air Tickets booked on credit card /charges card. Payment shall be made by Department through Account Payee cheque or RTGS.

3.2 GST will be paid by Department as applicable.

3.3 No advance payment will be made for any kind of booking. Payment will be released on monthly basis within a fortnight after receipt of bill and certification by office. TDS under the provision of Income tax Act 1961 or any other amount as deductible towards, taxes, duties levies etc. will be deducted at source.

4 PENALTY CLAUSE:

4.1 In case the agency fails to book / provide or intimate non availability of tickets on time, the penalty will be 5% of the ticket cost and shall be imposed in case of each air ticket booking. (Note: - These conditions will come into force only where the agency is at fault and not under unforeseen circumstances.)

4.2 Recurrent occasion of such failure to provide ticket on time may also call for termination of agency.

5 **DISPUTE BETWEEN AGENCY:** - Department will not be responsible or liable in case of any dispute arising between the agencies and staff employed by the agency. All responsibilities shall vest with the agency alone.

SECTION III

Instructions to Bidders

1.0 Pre – Qualification Requirement for Bidders

Tender is invited under two bids system directly from the established, reputed travel agencies for providing Air Tickets related services, Rail and road service as well as Hotel accommodation services to the Department.

Technical Bid –

Technical Bid for “Selection of Travel Agency for booking / issuing of Air Tickets / Rail, Road tickets/ Hotel / VISA / Passport / Insurance to Department of Panchayati Raj, Up,” contains the following documents.

- 1.1 Technical Bid Form – As in Annexure – II
- 1.2 Name of applicant / Partnership Firm / Company competent to enter into contract under The India Contract Act 1872
- 1.3 The bidder must have Goods and Service Tax (GST) & Tax identification Number (TIN) GST registration details and PAN number (Copies of the Certificates should be enclosed as a proof)
- 1.4 **Past experience of similar works:** The tenderer must furnish list of client in Government / Semi Government Sector with address for booking and issuing domestic / international tickets work for minimum three years or more.
- 1.5 **Financial status:** The annual turnover of the tenderer / firm in last 3 years shall not be less than Rs 50 Lakhs. For this purpose, the tenderer are required to furnish CA Certificate including Profit & loss sheet of the applicants for the last three financial year (2016 – 17, 2017 -18, 2018 – 19).
- 1.6 Tender shall submit the Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees sixty thousand only) by the payment through NEFT / RTGS.
- 1.7 Tender document having terms & conditions duly signed by the Authorised Person of the Agency should be uploaded.

1.8 Cost of tender form fee should be made by the account mentioned in the document.

2.0 **Financial Bid:**

2.1 Financial Bid for “selection of Travel Agency for booking / *issuing of (Domestic/International) Air Tickets/VISA/PASSPORT/Hotel accommodation /Rail /Road ticket/ Foreign Exchange to Department of Panchayati Raj, UP,*” contains the following documents.

2.2 Financial Bid as in **Annexure – III**

2.3 Bidders should quote their service charges / cancellation charges in the format given at **Annexure III of Financial Bid**. Incomplete bids will summarily be rejected.

3.3 In the first stage only Technical Bids will be opened for evaluation after cut off Time on the same day as given in the tender Document. The representatives of the tenderers, if they wish, may remain present while opening of the Technical Bids.

3.5 Financial Bids of only those bidders whose technical bids are acceptable / qualified will be opened for the 2nd stage selection.

3.6 All rates shall be mentioned in figures as well as in words. In case the Discount Rates /Percentage / cancellation charges quoted in words & figures are at variance, the tender will be rejected.

3.7 The bidder should upload a declaration (for proprietor firm) / copy of Partnership deed (for partnership firm) / Registration Certificate of the company (for Pvt. Ltd /Public. Ltd Company).

3.8 Only tenders complete in all respect and received on or before the due date and time shall be considered.

3.09 Department will reserve the right to award the contract to one or more agencies.

3.10 The bid shall be valid for a period for 180 days from the date of opening of the tenders.

3.11 The bidders should satisfy themselves before submission of the tender to Department that they meet the qualifying criteria and capability as laid down in the tender document.

3.12 Department reserves the right to reject any or all tenders without assigning any reasons whatsoever. Department reserves the right to disqualify such Tenderers who have a record of not meeting contractual obligation against earlier contract entered into with Department.

4. Bid Queries and responses

Bidders have to submit their queries by dated 12/07/2018 through email on rgsa.up@gmail.com.

5. Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if an Agency:-

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Agency fails to sign the contract within the stipulated time.

6. Procedure for submission of bids

- Bid submission shall be submitted online on <http://etender.up.nic.in>.
- Bids will be opened on the prescribed date and time. If happens to be a holiday, it will be opened on next working day with same place and time.
- These bids would be valid for a period of 180 days from the date of opening.
- DoPR will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the bids either online or the hard copies submitted beyond the Bid submission end date as mentioned in IMPORTANT DATES
- The bids submitted by fax/ E-mail /manually etc. shall not be considered. No correspondence will be entertained on this matter.

- Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained on the Pre bid meeting date as mentioned in Document.
- In case, the day of bid submission is declared Holiday by Govt. of UP, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- Bids not submitted as per the specified format and nomenclature may be out rightly rejected.
- Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- DoPR, at any time during the course of evaluation of the bids, may seek verbal or written clarifications from the bidders, which may be in the form of product demonstration, presentation, undertaking, declaration, reports, datasheets, etc., if DoPR finds the information in the submitted bids to be insufficient/ambiguous/deviant or of any such nature that hinders the evaluation committee from arriving at a clear decision. It will entirely be at DoPR discretion whether to seek clarifications or not, and what clarifications to seek, or take any other action as per the guidelines provided in the tender.
- The packets as mentioned below have to be uploaded online on the UP Govt. e-procurement portal <http://etender.up.nic.in>. For this the Agencies must have obtained a class 2 digital signature certificate as described on the afore-mentioned portal.

Cover -1

This cover will contain the scanned copy of Fee receipt and their details submitted through online, Prequalification/ Eligibility proposal and Technical bid. The details are as follows:

The file should be saved in a PDF version and marked as

“Eligibility<Bidder’s Name>.pdf” and should comprise of the following items:

Compliance Sheet for Pre-qualification/Eligibility Criteria **Annexure-I**

The PDF file not containing the above documents or containing the technical or financial bid in explicit/implicit form will lead to rejection of the bid.

All the bids documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by anyone other than the authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.

All pages of the bid being submitted must be sequentially numbered by the bidder.

Technical Proposal/Bid :

The file should be saved in a PDF version and marked as “Technical<Bidder’s Name >.pdf” and should comprise of the following items:

Technical Proposal :Annexure II

The PDF file not containing the above documents or containing the financial bid in explicit/implicit form will lead to rejection of the bid.

All the bids documents must be digitally signed by the authorized signatory of company. In case the bid is signed by the other than authorized signatory of company, the bidder must enclose authorization letter from HR department of the

company for the officer, who signed the bid. All pages of the bid being submitted must be sequentially numbered by the bidder.

Cover -2	<p>The pdf file where the bidder is quoting must be saved as"Finbid_Biddername.pdf".</p> <p>It must contain the following information- BOQ as per the Annexure-III</p> <p>All the bid documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by other than authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p>
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7. Cost of ebid document

- I. The Bidder shall bear all costs associated with the preparation and submission of its eBid.
- II. The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the eBid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

8. Amendment of bid document

At any time prior to the deadline for submission of eBids, the DSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> from time to time for any

amendment in the eBid document. In case of failure to get the amendments, if any, the DoPR, GoUP shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, DoPR, GoUP at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal <https://etender.up.nic.in>.

9. Language of ebids.

The eBids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

10.Late eBids

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS OF TERMS: -

- 1.1 **DEPARTMENT/Client** means Department of Panchayati Raj, (DoPR), Aliganj Lucknow. 226024 UP.
- 1.2 **TENDER OR BID:** - means the offer made by individual, firms, company, and for the execution of the work.
- 1.3 **TENDERER / BIDDER:** - The bidder means the Individual or Firm who participates in this tender and submits its bid.
- 1.4 **CONTRACTOR / AGENCY / FIRM:** - means the bidder whose bid will be accepted by and shall include such successful bidder, its legal representatives, and successors.
- 1.5 **EMD** shall mean Earnest Money Deposit.
- 1.6 **SECURITY DEPOSIT** it shall mean monitory guarantee furnished by the successful Tenderer for due performance of the contract concluded with it.

2.0 RECEIPT AND OPENING OF TENDERS: -

- 2.1 Tenders duly filled in will be received and opened on the same date and time indicated in the letter / Notice for Inviting Tenders. The tenders will be opened and the bidders or their authorized representative who intend to attend the tender opening are to bring with them letters of authority from the corresponding Tenderer as per **Annexure- VII**
- 2.2 If due date of receipt of tenders and / or that of opening of tender is declared to be a holiday, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3 Department reserves the right to postpone and / or extend the date of receipt /opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case' the bidders shall not be entitled to any form of compensation from the Department.

3.0 OPENING OF TENDER:

The bidder is at liberty either himself or authorizes, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder (Annexure - VII) with proof of identification.

4.0 EARNEST MONEY DEPOSIT:-

4.1 Earnest Money shall be forfeited in case of following circumstances:

- a) If the Tenderer withdraws or amends it's tender or increase in rates after opening of the tender but before the validity of the quotation expires.
- b) On refusal to enter into contract after award of contract.
- c) Un-satisfactory performance and / or Non-fulfilment of the contract conditions.

4.2 No interest is payable on the Earnest Money Deposit

4.3 Earnest Money Deposit of unsuccessful Tenderer will be returned without interest after Finalization of contract.

4.4 EMD amount of successful tender shall be adjusted against Security Deposit.

5 SECURITY DEPOSIT :-

5.1 The Agency shall deposit a sum of `Rs. 3, 00,000/- as a security deposit to be Paid to “**Department of Panchayati Raj, UP**” as a bank guarantee in the Favor of Director , Panchayati Raj , UP within 10 days from the issue of Letter of Acceptance for the due and complete performance of the provisions of the Agreement.

5.2 The Department shall be at liberty at any time and from time to time to appropriate, apply and use the security deposit aforesaid or any part thereof in or towards payment or satisfaction of all or any sum or sums which shall become due or owing by the agency to the under this or any other Agreement but the provisions of this clause shall not prejudice any other remedy which the Department may be entitled to take or enforce for the recovery of any such sum or sums.

5.3 The security deposit referred to above may be confiscated by the Department in the event of any breach on the part of the agency of the terms of this Agreement or in the event of any thing becoming payable by the agency to the Department

and this notwithstanding any other rights and remedies of the at law or by virtue of this agreement.

5.4 In the event of security deposit or any portion thereof being forfeited, appropriated, applied or used by the Department under the provisions of this Agreement then the agency will on demand provide further security in the place of the security forfeited, appropriated, applied or used as aforesaid so as to make up the security deposit to the amount required as aforesaid.

5.5 The security Deposit will be refunded on successful completion of the contract.

5.6 No interest is payable on the Security Deposit.

6 SELECTION OF AGENCIES:-

Stand by agencies may also be selected with the successful tenderer

7 DEVIATION:

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the contractor in the bid and accepted by Department.

8.0 SUBMISSION OF TENDER DOCUMENT: -

Bid document will be available at DoPR website. The uploaded Tender Document shall be treated as valid document for participation in the tender, but the cost of the Tender documents i.e. ` 2000/- (non-refundable) should be paid before submission of the bid.

9.0 UNSATISFACTORY PERFORMANCE:

9.1 The contractor shall at all times ensure that his performance is satisfactory failing which shall be at liberty to impose such penalties as it deems fit.

9.2 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of DoPR, it shall be open to Department to terminate this contract by giving one-month notice in writing to that effect and if the contractor does not within one month after receipt of such notice proceed to make good his default, shall be entitled after giving 48 hrs notice in writing to terminate this contract as

a whole or in part. In the event of such termination of the contract shall be entitled to forfeit the Security Deposit of the contractor.

9.3 If the extra expenditure incurred by DoPR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the performance guarantee may be recovered by deducting the said amount from pending bills of the contractor or from money due to the contractor by under this or any other contract or otherwise. The contractor shall have no claim whatsoever against Department in consequence of such recoveries or termination of the contract as stated above.

9.4 Notwithstanding what is stipulated above, Department will have the liberty to terminate the contract.

10.0 STRICT OBSERVANCE OF APPLICABLE LABOUR LAWS.

The Agency shall solely liable and responsible to observance strictly and comply the obligations under all applicable laws specifically labour laws. The agency shall be liable to indemnify the DoPR for any loss or damages occurred to the Department due to failure of agency to observe strictly or comply the obligation under all applicable labour laws.

11.0 INSOLVENT OR IS CONVICTED IN COURT LAW

If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an Insolvent or, if he is convicted by any court of law, Department will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

12.0 ILLEGAL GRATIFICATION:

12.1 Any bribe, commission, gift or advantage taken or promised to be taken by or On behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of Department's Office shall in addition to any criminal liability that the contractor may incur, entitle Department to rescind this contract and all other contracts with him and to take any other action as may be deemed fit by Department.

12.2. Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative or on their behalf in relation to the obtaining or the

executing of this or any other contract with Department shall, in addition to any criminal liability that the contractor may incur, entitle Department to rescind this contract and all other contracts with him.

12.3. The contractor shall not lend to or borrow from or have or enter into any monetary dealings or transaction either directly or indirectly with any employee(s) of Department and if he shall do so, Department shall be entitled forthwith to rescind the contract and all other contracts with Department.

12.4 Department shall also be entitled to hold the contractor liable to pay to of any loss resulting from such decisions and to recover the amount from any money due to the contractor in respect of this and all other contracts between him and Department.

12.5 Any question or dispute as to the commission of any offenses or Compensation payable to Department under these clauses shall be settled by the Director DoPR in such manner as he/she shall consider fit and sufficient and his decision shall be final and conclusive.

13.0 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21days form the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Department as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

14.0 TERMINATION OF CONTRACT:

14.1 In case of any default by the Contractor in any of the terms and conditions (whether General or Special), may without prejudice to any other right /remedy which shall have accrued or shall accrue thereafter, terminate the

contract, in whole or in part, by giving 15 days' notice in writing to the Contractor.

14.2 All instructions, notices and communications etc. under the contract issued in writing and sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

14.3 The Department reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the agency a notice of one month to this effect, and on the refusal of the agency to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the agency recorded with the Department, Where after it shall be deemed to have been served on the agency. Department Shall also be entitled to appoint any other person, firm or company at its discretion to perform the job entrusted to the agency after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the agency of its liability regarding car hiring arrangements already entrusted to it in accordance with the direction of the Department representative.

15.0 ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a Sole Arbitrator to be approved by Director of Department and Arbitration proceedings shall be conducted in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

16.0 GOVERNING LAWS AND JURISDICTION:

This contract shall be govern by all Indian laws and subject to jurisdiction of Courts at Lucknow.

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ANNEXURE- I

PRE QULAIIFICATION /ELIGIBILITY Bid

Sr. No.	Particulars Details to be filled in by the Agency	Details	Document Proof
1	Name of the Firm / Company		
2	Registered Office / Business address of the Agency		
3	Name of Contact Person		
4	Tel. / Mob No. E-mail address:		
5	Nature of Company (whether Proprietorship / Partnership / Limited Company / or any other {specify} enclosed Proof).		
6	Past experience of similar work Experience (Attach Document as a Proof like Work order & Successful Completion Certificate or work ongoing certificate)		
7	The average annual turnover of the tenderer / firm in last 3 years shall not be less than 50 lacs. For this purpose, the tenderer are required to furnish CA Certificate including Profit & loss sheet of the applicants for the last three years financial years 2016-2017, 2017-2018, 2018-19		
8	The bidder should not have been Black listed by any State or Central Government in India. An undertaking must be submitted duly attested by the notary, by the bidder.		
9	PAN No of the Agency (Attach Copy of PAN Card of the Agency)		
10	GST Registration No.(Attach copy)		

11	Bid Processing Fee Rs 2000/ UTR Details (attach Scanned Copy of the slip)		
12	EMD : Rs 60,000 details like UTR details (attach Scanned Copy of the slip)		

ANNEXURE-2

Technical Bid

I / we, _____ have read the various conditions to the tender attached hereto and agree to abide by the said conditions and submitting my technical bid as under:

S.No	Particulars Details to be filled in by the Agency	Details	Document Proof
1	Past experience of similar works (attach relevant Documents as a Proof Like Work order etc)		
2	Financial status: The annual turnover of the tenderer / firm in last 3 years (attached audited reports including balance sheet for the last three years)		
3	Service required (Round the Clock) 24 x 7 days (365 days) Phone/ Mobile No.		
4	No. of branches A) Office at Lucknow – (address _____) B) Office at other Metro Cities (Address) attach relevant proof.		

I/We undertake, if my / our Bid is accepted, to providing Air Tickets and other services as per your requirements.

If my / our Bid is accepted, I/We will submit Performance Guarantee in the form of through website for the due performance of the Contract conditions.

I/ We agree to abide by this Bid for a period to 180 days from the date of Bid, opening a Bid and it shall remain binding upon me/us and may be accepted at any time before the expiring of that period.

Until a formal work order of contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

I / We also agree that I will attend the negotiation meeting if required. Bid submitted by me/ us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I / We understand that is not bound to accept the any bid that may receive.

It is certified that the above information / certificates are true and in case of any of these is found to be false we shall be liable for any action as decided by the Department of Panchayati Raj, UP.

(Signature of the Tenderer)

Place:-.....

Date:-.....

ANNEXURE – III

Financial Bid.

(Please find Financial Format as Excel sheet on e-tender portal)

Sr. No.	Particulars	Service Charges levied by the Bidder in percentage of cost of service.
A	For Booking of Air Tickets	
B	Other Services	
1)	Hotel Accommodation service charges	
2)	Visa Service Charges	
3)	Passport Service Charges	
4)	Travel Insurance Service Charges	
5)	Rail Ticket Service charges	
6)	Bus transport service charges	
7)	Any other related Service Charges	

I / We have gone through the contents of the application form carefully. The Information supplied by me /us is/are true to the best of my/our knowledge and belief and nothing has been concealed there from. I/We shall abide by the terms and conditions of the Department.

Date: _____

Place: _____

Signature of the Authorized person of the Agency

With official seal / stamp

ANNEXURE – III (A)

SELECTION PROCEDURE:

The selection of agencies shall have following process:

Technical Bid

<u>Sr. No</u>	<u>Particulars</u>	<u>Eligibility Criteria</u>			
		Min 3yrs.	Above 4yrs. to 7yrs.	7yrs. To 10yrs.	Above 10yrs.
1)	Years of Experience	5marks	10 marks	15 marks	20 marks
		50Lacs.	50Lacs to 75 Lac.	75 - 1Cr.	Above 1Cr.
2)	Turnover (Average for 3yrs.)	5 marks	7 marks	9 marks	10 marks
		10 marks			
3)	Service Round the clock	10 marks			
4)	No. of branches				
	A) Office at Lucknow	5 marks			
	B) Office in other metro cities (min. 2cities)	5 marks			

Note: - The bidder with less than 60% (30 marks) shall be considered ineligible for financial bid evaluation

Annexure III (B)

Financial Bid Selection Criteria

A.	Air Services	Charges to be levied by the Bidder	Total Marks
1)	Air ticket:	40 Marks	40
B	Other Services		
1)	Hotel Accommodation service charges	20 marks	60
2)	Visa Service Charges	5marks	
3)	Passport Service Charges	5marks	
4)	Travel Insurance Service Charges	5 marks	
5)	Rail ticket service charge	20 marks	
6)	Bus ticket Service Charge	5marks	
7)	Any other related Service Charges	5marks	
Grand Total			100

Note: - In case of above the lowest bidder will be awarded full marks in each category & the remaining bidders shall be awarded marks proportionately. The Highest marks winning agency would be declared winner and would selected for work.

ANNEXURE – IV

EMD / SECURITY DEPOSIT NOT FORFEITED CERTIFICATE

I hereby declare that I am not Black Listed in any Limited Tenders or any other state and my EMD / Security Deposit / Performance Security Deposit was not forfeited by Department of Panchayati Raj, UP or any Government Departments or Public Sector Undertaking.

Place:-.....

(Signature of the Tenderer)

Date:-.....