

e- Tender for Engagement of Travel Agent for booking of Air Tickets



**REC TRANSMISSION PROJECTS
COMPANY LIMITED**

Upper Ground Floor, Antariksh Bhawan, 22, K.G. Marg, New Delhi-110001, Phone no: 011- 47964796,
Web- www.rectpcl.com
Fax.: 011-47964747, Email- contactus@rectpcl.com

e- TENDER FOR ENGAGEMENT OF TRAVEL AGENT FOR BOOKING OF AIR TICKETS

Tender No. RECTPCL/Admin/2016/e-Bid (1)/Travel Agent/

Dated: 23.06.2016

Time schedule of events

Date of Issue of bids	:	23.06.2016
Last Date & Time for bid Submission	:	12.07.2016 upto 15:00 Hrs
Opening of Technical bids	:	12.07.2016 at 15:30 Hrs
EMD	:	Rs. 25,000/- (Rupees Twenty five Thousand only)

The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given on RECTPCL Website, viz, <http://www.recindia.gov.in>

Note: To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECTPCL through Tender wizard website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tender wizard. The steps to be followed for the registration process are given below:

1. Go to website <http://www.tenderwizard.com/REC>
2. Click the link ' Register Me'
3. Enter the detail about the bidder as per format.
4. Click 'Create Profile'
5. Bidder will get confirmation with Login-id and Password

e- Tender for Engagement of Travel Agent for booking of Air Tickets

Steps for application for Digital Signature from Tender Wizard are given below:

1. Download the Application Form for Digital Signature from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
2. In case of assistance please contact help desk of tenderwizard.com i.e. 011-4942 4365 or Mr Shibu Yadvendra, Mobile No. +91-9555-021-323 or Mr Sandip Gautam Mobile No. +91-8800-496-478.

NOTE:

1. The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC in advance. Please note that REC Transmission Project Company Ltd. (RECTPCL) in no way held responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.
2. The Bids are to be submitted online mode only. Bidders are advised to practice bidding online in advance to avoid last minute confusion and slip.
3. If required, Bidders may take the help of representatives of RECTPCL to submit the e-tender online on request at least two days before the last date of submission.
4. All corrigendum/addendum/notice for extension of date of submission regarding this tender, if any shall be uploaded on <http://www.tenderwizard.com/RECTPCL> <http://www.recindia.gov.in> and <http://www.eprocure.gov.in> only. No separate notice shall be published in any newspaper. Bidders in their own interest are advised to visit this site regularly till last date & time of submission of e-bids.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

TENDER DOCUMENT

REC Transmission Project Company Ltd. (RECTPCL), A Government of India Enterprise, invites open e-Bids for ENGAGEMENT of Travel agent for booking of Domestic/International Air tickets for officials of the company from reputed agencies fulfilling the criteria laid down in Techno-commercial bid format at Annexure-III. The job specifications and scope of work are given in Annexure-I. Special Terms & Conditions are given at Annexure-II. The format for Financial Bid at Annexure-IV. Estimate value of ticketing is Rs.14.40 Lakh per annum. The contract period will initially be for a period of two year extendable on satisfactory performance and mutual consent on same terms and conditions by another one year. However RECTPCL reserves the right to terminate the contract with an advance notice of one month without assigning any reason.

Submission of Bid:

1. Bidders are hereby requested to submit their bids in the following format:-
 - a. **EARNEST MONEY (EMD)** to be sealed in a separate envelope super scribed as **"Earnest Money"** for **"ENGAGEMENT of Travel Agent for Booking of Air Tickets"**
 - b. **TECHNICAL BID & FINANCIAL BID are to be submitted through online mode only on website** Error! Hyperlink reference not valid.**No** other mode of submission of bid shall be accepted under any circumstances.
2. The Earnest Money envelope addressed to REC Transmission Projects Company Ltd., 12-21, Upper Ground floor, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110001 shall be dropped in the tender box, marked with name of work and placed at the main reception counter, RECTPCL Office on or before due date & time specified in the bid.
3. Opening of Earnest Money & Technical Bids would take place simultaneously on the date & time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present
4. The 'Technical Bids' received and opened shall then be evaluated by the Evaluation Committee of RECTPCL as per the Eligibility Criteria as mentioned under clause 16.0 of this document.
5. RECTPCL at an appointed place and time will open the 'Financial Bids' of all the technically qualified Bidders. The intimation of date, time and venue of the opening of 'Financial Bid' shall be informed separately through e-mail or fax to such bidders.
6. RECTPCL does not own any liability if the bids are not submitted within due date and time as per requirement.
7. EMD Envelope received after the due date and time or if submitted at any other place than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason thereof. RECTPCL shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of the bid, if they chose.
8. RECTPCL reserves the right to extend the deadline for submission of bids by issuing an amendment in which case all rights and obligation of the RECTPCL and the bidders previously subject to the original deadline will then be subject to the new deadline.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

9. Withdrawal or modification of a bid after submission of bids may result in the forfeiture of the EMD and/or may amount to disqualification.
10. Documents to be enclosed offline & online:

- a. **Earnest Money** of Rs. 25,000/- : **(Through offline mode)** Demand Draft/pay order in favour of "REC Transmission Project Company Ltd." payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope:

Name of Party_____

Tender No_____

Ernest Money Amount _____ Issuing Bank _____ Date _____

Note:

(1) Agencies/Organisation registered under the MSME Act are excepted from submission of the EMD. However, the copy of valid registration certificate is to be submitted during the techno commercial bid.

(2) The agencies who have already submitted EMD against our earlier advertisement need not submit the same again. However details of the earlier submission may be indicated in the Bid.

- b. **Technical Bid (online mode only):** The following Documents scanned images(preferably in pdf format) signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed):
- i. Techno-Commercial Bid (as per format given in Annexure-III)
 - ii. Complete bid document as a token of acceptance of Terms & Conditions & scope of services etc.
 - iii. All documents required as Per "Qualification Criteria" clause no. 16 of bid document
- c. **Financial Bid (online mode only):** Financial bid as per enclosed Format in Annexure- IV.

11. The e-bids will be received up to 15:00 hrs. on last date of receipt of bids. E-Technical bids of bidders who have submitted the valid & requisite EMD will be opened on the same date at 15:30 hrs. in the presence of the representatives of the bidders present.

12. The EMD of the bidder shall be forfeited

- a. If the bidder withdraws or alters the bid during the period of bid validity (90 days)
- b. In case of successful bidder fails to accept letter of award within the stipulated period mentioned in letter of award, besides forfeiture of EMD, bidder shall not be considered for participation in any bidding process for next three years in RECTPCL
- c. In the case the successful bidder fails to furnish the required Performance Guarantee within the specified time limit.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

13. The EMD of successful bidder shall be released without interest after submission of performance bank guarantee. The EMD of unsuccessful bidders will be returned after completion of bidding process without any interest after acceptance of LOA by the bidder after award of work.
14. RECTPCL may modify the bidding documents by amendments at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification required by prospective bidders or extends the deadlines for submission of e-bids. Such amendments will be placed on RECTPCL's website/ CPP Portal of Gol/tender wizard website of RECTPCL.
15. The bid shall remain valid for a period of three months from the date of opening of the bids.

16. ELIGIBILITY CRITERIA

Bidders are to submit the "Techno Commercial" details online in the format at Annexure-III. Bidder should have following qualification:

- (a) Bidder shall be an Indian Company / firm/sole proprietor agency engaged in Tours and Travels (Domestic/International)–Air and have its office/branch office in Delhi/ NCR.
- (b) Bidder should be member of IATA. Please upload documentary evidence.
- (c) Bidder agency should have Central Reservation System (CRS), whereby RECTPCL employees may log in and book and e-print the required airline/Rail tickets.
- (d) The bidder should have an average annual turnover of more than Rs.50 lakh for the last 2 years i.e. 2013-14 and 2014-15. Please upload copy of Balance Sheet, Statement of Profit & Loss or certificate from CA indicating the turnover during last two financial years;
- (e) Bidder must have experience of executing similar works during the last 2 years ending March 2016 for two organizations. Please upload documentary evidence pertaining to the work done.

Similar works means booking of air/rail tickets for Governmental Organization/PSUs/Public or Private limited Companies.

The Agent should have valid registration with Department of Tourism, Government of India. Please upload documentary evidence.

- (g) Bidder should have valid Service Tax No/ PAN. Please upload the copy of the VAT No/PAN.

RECTPCL reserves the right to carry out capability assessment of the Bidders and RECTPCL's decision shall be final in this regard.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

17. EVALUATION OF BIDS

The bids will first be evaluated on the parameters fixed for prequalification criteria as per details given at Clause 16. Financial bids of such bidders who meet the prequalification criteria will thereafter be opened. The evaluation criteria of Financial Bid will be as under:

- i) Weightage of 95 % (0.95) for domestic air booking & 5% (0.05) for international air booking is allotted.
- ii) The total discount figure shall be considered for the purpose of ranking of Bids/allotment of marks.

The bidder scoring highest marks will be considered for award of contract. The marks scored by the bidders shall be arrived as under.

International discount offered x 0.05 + Domestic Discount Offered x 95% [(Category-I x 40%) + (Category-II x 50%) + (Category-III x 5%)] = Total Marks awarded

For example: A bidder quotes 4% on international and 5%, 6% & 7% discount on Domestic booking for category I, II & III respectively. In that case for tender evaluation, the marks arrived shall be as under

$$[4 \times 5 + \{(5 \times 40) + (6 \times 50) + (7 \times 5)\}] / 100 = 5.55$$

The Agency who secure highest mark as explained above shall be treated as L1 for the purpose of the award of the contract. In case of a tie the agency quoting highest weightage discount in the category I & II of the domestic sector will be treated as L1 Party.

18. RATES AND PRICES

Bidders should quote the discount through **online mode only** in the format given at Annexure-IV. Incomplete bids will summarily be rejected. Discount quoted shall be firm and any variation in rates or terms during validity of the offer shall result in forfeiture of the EMD/disqualification of the bidder.

Bidders shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any applicable/new act or order of Government.

19. TERMS OF PAYMENT

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 Administration Division that the services provided during the month are satisfactory.

RECTPCL will deduct Income Tax at source under section 194- C or any other relevant section of the Income Tax Act with if any intimation to the agency.

20. TERMINATION

RECTPCL reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by RECTPCL from Security Deposit or pending bills or by raising a separate claim.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

21. LIQUIDATED DAMAGES

The agency is expected to deliver the tickets/services expeditiously. Email copy of the tickets, wherever required, will be sent within two hours of booking in office working hours. Physical delivery of the tickets shall also be effected, wherever required, within 8 working hours of booking. In case of exceptions of delay, the following deductions shall be effected from the agency:-

- a) 2% in case of bulk air ticket booking on the value of ticket not provided by the agency.
- b) 5% in case of individual air ticket booking.

The above deductions shall be effected from the payment of relevant bills. However, if such exceptions become a general practice, RECTPCL may invoke clause 20 above after giving prior notice supported by repeated exceptions.

22. PERFORMANCE GUARANTEE

The successful bidder shall submit the performance bank guarantee of the amount Rs 70000.00 within 10 days of from the date of acceptance of the bid for due and proper fulfilment of contract, to be valid for a period of 25 months from the date of issue of the Work Order/ LOA. Payment will not be released without submission of requisite valid performance guarantee. The performance Guarantee can be by way of Bank Guarantee in the prescribed format (Annexure-V) from any Scheduled Commercial Bank having its branch at Delhi/ New Delhi or in the form of Bank Draft and in favour of "REC Transmission Projects Company Ltd."

Successful bidder shall enter into an agreement with RECTPCL as per Annexure-VI on Rs. 200/- non-judicial stamp paper.

23. CONCILIATION/ ARBITRATION

If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties (RECTPCL and Contractor), the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Chairman, RECTPCL.

In the event no amicable resolution or settlement is reached between the parties (RECTPCL and Contractor) within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman RECTPCL.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

24. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely RECTPCL and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. RECTPCL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

25. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

- 26.** No alternative offer shall be considered.
- 27.** RECTPCL reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of RECTPCL's action.
- 28.** RECTPCL reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 29.** As per Directives of Govt. of India, following facilities has been extended to micro, small & medium enterprises (MSME units) registered with National Small Industries Corporation:-
- 1) Issue of Tender Sets free of cost.
 - 2) Exemption from payment of Earnest Money
 - 3) Waiver of Security Deposit up to monetary limit for which the unit is registered;

Such bidders shall upload the valid registration certificate along with other required documents.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

30. Failure to furnish all information required and/or false/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the bidder risk and may result in rejection of its bid.

The bidder must comply with the tender specification and all terms & condition of contract. No deviation in terms & condition of the contract shall be entertained unless specially mentioned by the agency/bidders in the bid and accepted by RECTPCL.

32. The bidder will be responsible for compliance with all Central and State laws as per rules/regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period.
33. The travel agency shall not assign the contract or any part thereof without the prior written consent /approval of the RECTPCL. The travel agency shall also not sublet the work or part of the work except with the written consent of RECTPCL and such consent even if provided shall not relieve the agency of successful execution of the contract.
34. Withdrawal or cancellation of registration certificate of IATA during the contract period will automatically result in cancellation of RECTPCL contract.
35. Any clarification on the documents may be obtained from:-

J.K Nayak	Rajkumar
Chief Financial Officer	Deputy Manager
REC Transmission Project Company Ltd.	REC Transmission Project Company Ltd.
12-21, Upper Ground Floor, Antriksh Bhawan, 22, K.G. Marg,	12-21, Upper Ground Floor, Antriksh Bhawan, 22, K.G. Marg,
NEW DELHI – 110 001.	NEW DELHI – 110 001.
Telephone No: 011-4796 4706	Telephone No: 011-4796 4709

e- Tender for Engagement of Travel Agent for booking of Air Tickets

Annexure-I

JOB SPECIFICATIONS AND SCOPE OF WORK

The agency would ensure to booking of Air Ticket, delivery of tickets during working hours/holidays/after office hours (at the expense of the agency), Collection of ticket for cancellation, getting visa, Passport, confirmation/cancellation, up gradation/revalidation of tickets, documents. The Scope of work of the agency in brief is as under:

- 1) Booking and issuing of domestic/international air ticket including pre-paid tickets.
- 2) Assistance for issue/obtaining new passport/ renewal and miscellaneous passport related services
- 3) Assistance for obtaining visa and submitting passport at the embassies.
- 4) Issuance of foreign exchange as per RBI guidelines. The Agencies should have valid license for foreign exchange issued by RBI from time to time.
- 5) Obtaining travel related insurance including overseas medical insurance.
- 6) The agency will be available at all times for booking /cancellation of air tickets.
- 7) The agency will pass on to RECTPCL all concessions /facilities extended by the airlines to the passenger on air journeys booked by RECTPCL.
- 8) Submission of a formatted monthly statement of bills raised showing discount provided to RECTPCL. In addition to the above, the statement should also include the cost of ticket of airline / railway.
- 9) Ensuring receipts of proper statement from airlines on points gained on deal codes secured by RECTPCL and ensuring proper utilization thereof.
- 10) Assisting RECTPCL in securing deal codes with other airlines.
- 11) Assisting RECTPCL Employees in getting enrolled in frequent flyer Programmes.
- 13) Delivery of the tickets and travel documents either at RECTPCL office, Delhi or over e-mail.
- 14) Hotel reservation, if required, in India and abroad without any service charges.
- 15) Providing Travel services to RECTPCL on 24hrs./all weekdays basis.

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SPECIAL TERMS AND CONDITION

1. **MoU has been signed with different airlines by CPSEs fallen under the Power, Coal and New & Renewable Energy Ministries, and RECTPCL being the part of that, have been offered discounts. The successful bidder be provided with those deal codes with different airlines which must be considered at the time of booking for availing the benefits offered by airlines under the MoU. These discounts are separate from the ones to be offered by the bidder.**
2. The agency should inform the Company about the various incentives such as extra incentive/discount/complimentary ticket etc. being offered by various airlines from time to time over and above the discount offered by them.
3. Cancellation Charges of all Domestic Air Tickets will be paid as per norms of concerned Airlines or as per MOU signed with concerned air lines
4. Validity period of all classes of International Air tickets shall be duly mentioned on the ticket.
5. In case of any promotional fare offered by the Airlines, the same will be informed to us and passed on to this corporation over and above the discount offered by your firm.
6. In case of any extra incentive/ privilege like extra ticket etc. (i.e. over and above normal incentive/discount to Travel Agents) is given by the Airlines the same will be passed on to the account of RECTPCL and **not to the person for whom ticket is arranged.**
7. If during the visit abroad any sector remain unused, the Air Tickets Coupons will be passed on to the agency for refund and the agency shall arrange refund to RECTPCL.
9. The booking for Air Travel will be passed on to the agency over telephone by authorized representatives of this corporation and the same will be arranged by you within the specified time. The agency will deliver the tickets in RECTPCL 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 doing the needful as per direction of RECTPCL/authorized officer
10. The requisition for Air tickets/Visa/ Passport must be taken by the agency from the authorized person of Administration Division or any person designated to be making requisition of tickets by the RECTPCL. Any tickets made from unauthorized requestor shall not be considered for payment.
11. The e-tickets sent to RECTPCL must contain in the subject line name of the traveller, sector and date. The email must be sent to the authorized requestor and the traveller.
12. The agency shall make the tickets on the least cost basis. Any change in requirement must be addressed on priority.
13. For assistance in obtaining Visa/passport, VFS service charge on approved rate/ prescribed by VFS centres will be paid by the RECTPCL.

e- Tender for Engagement of Travel Agent for booking of Air Tickets

14. The agency will be responsible for compliance with all central & state law as per rules/ regulations by laws & order of local authorities & statutory bodies as be in force from time to time during the contract period.

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e- Tender for Engagement of Travel Agent for booking of Air Tickets

Annexure-III

TECHNO-COMMERCIAL BID

1.	Name & Address of the bidder		
	Address of Office at Delhi/NCR		
	Name & Contact no of the Contact Person's with Designation		
2.	IATA No.		
	Has the documentary evidence uploaded?	Yes/No	
3.	IRCTC Registration No		
	Has the documentary evidence uploaded?	Yes/No	
4.	Has the bidder has Central Reservation System (CRS), whereby RECTPCL employees may log in and book and e-print the required airline/Rail tickets		
	Has the documentary evidence uploaded?	Yes/No	
5.	Annual turnover of Rs. 50 Lakh or more during last 2 financial years i.e. 2013-2014 and 2014-15.	Financial Year	Turn Over in Lakh Rupees.
		2013-14	
		2014-15	
	Has the copy of Balance Sheet/ Statement of Profit & Loss or certificate from CA indicating the turnover during last two financial years uploaded?	Yes/No	
6.	Experience of similar works during last two years ending March 2016 for two organizations.	S.No.	Name of Organization
	Similar works means booking of air/rail tickets for Governmental Organization/PSUs/Public or Private limited Companies.	1	
		2	
Has documentary evidence pertaining to above uploaded?	Yes/No		
7.	Registration No with Department of Tourism, Government of India.		
	Has documentary evidence uploaded?	Yes/No	
8.	Service Tax No		
	Has copy of Service Tax No uploaded?	Yes/No	
9.	EMD details	Amount: Rs.25,000/- DD/BC No.: Dated : Drawn on	
	Has copy of EMD has been uploaded?	Yes/No	

e- Tender for Engagement of Travel Agent for booking of Air Tickets
Undertaking

I/We have read the terms & conditions of the tender documents and understand that in case of any of the statement furnished by the undersigned is found to be false or if any/all the terms & conditions are not complied with the tender is liable to be cancelled & the earnest money deposited shall be forfeited by RECTPCL.

I/We agree that the decision of the RECTPCL in this regard would be final and binding on me/us.

I/We also certify that I/We understood all the terms & conditions indicated in the tender document and hereby accept the same completely.

(Signatures of authorized signatory)

Name_____

Designation_____

Contact Details:-

(1) Landline:

(2) Mobile:

(3) Email id:

Seal

Date:

Place :

e- Tender for Engagement of Travel Agent for booking of Air Tickets

Annexure-IV

**FORMAT FOR FINANCIAL BID
(To be submitted on-line mode only)**

S.No.	Discription	Discount Offered (% on Basic Fare)
1.	Domestic Air Travel: Discount/ Incentive offered on the Air ticket	
	I. Air India%
	II. Indigo/ Spice Jet/ Jet Airways%
	III.Others%
2.	International Air Travel: Discount/ Incentive offered on the all categories%

Note:

1. No additional or other charges etc. would be payable by RECTPCL except applicable service tax on basic fare.

The terms & conditions contained in the tender document are acceptable to me/us.

(Signatures of Authorized Signatory)

Name: _____

Designation: _____

Date:

Place:

Contact Details:-

(4) Landline:

(5) Mobile:

(6) Email id:

Seal:

e- Tender for Engagement of Travel Agent for booking of Air Tickets

Annexure-V

PERFORMANC BANK GUARANTEE

M/s REC Transmission Projects Company Ltd.,
12-21, Upper Ground Floor, Antriksh Bhawan,
22, K.G. Marg, New Delhi-110001(INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of REC Transmission Projects Company Ltd., having its office at 12-21, UGF, ANTRIKSH BHAWAN, 22, K.G. MARG, NEW DELHI 110 001 (hereinafter referred to as "RECTPCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/onM/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to provide the services as per terms and conditions given in the Agreement dated _____ /Purchase /Work Order /LOANo. _____ dated _____ and RECTPCL having agreed that the agency shall furnish to RECTPCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of Rs 70,000.00

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding Rs. 70000.00 (sayrupees Seventy Thousand only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named agency.

This Letter of Guarantee will expire on 25 months from the LOA date _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager / Manager Seal of Bank

e- Tender for Engagement of Travel Agent for booking of Air Tickets

Annexure-VI

AGREEMENT (FORMAT)

This Agreement is made on this ____ day of _____ Two Thousand Sixteen between REC Transmission Projects Company Ltd ("RECTPCL"), a Government of India Enterprise, having its registered office at RECTPCL, 12-21, Upper Ground Floor, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110001

(hereinafter called the "RECTPCL" which expression shall include its administrators representative, successors and permitted assignees) on the one part
and

M/s _____ having its registered office at _____ (hereinafter called the " _____" which expression shall include its administrators, representative, successors, executers, heirs and permitted assignees) on the other part.

Whereas RECTPCL has awarded the contract to M/s _____ for _____ at RECTPCL, 12-21, Upper Ground Floor, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110001 as per detailed scope of work and conditions detailed in Tender No _____ submitted its financial & technical bids representing that it has the necessary experience for carrying out the above work and agreed to such in accordance with the terms and conditions set forth herein.

And Whereas RECTPCL on evaluation of the bids, declared M/s _____ as successful bidder and Awarded this work to M/s _____ vide RECTPCL's Letter of Award (LOA) No _____ dated _____ which was unconditionally accepted by M/s _____ on _____ resulting into a contract.

Now this Agreement witnessed as follows:

Article 1: 1.1 Contract Document:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of the contract/ Tender document/LOA to M/s _____ response to the tender document hereinafter referred to.

The following documents shall constitute as part the Contract between the RECTPCL and M/s _____ and each shall be read harmoniously and construed as an integral part to the contract as per following sequence:

e- Tender for Engagement of Travel Agent for booking of Air Tickets

- i. The Bid document for RECTPCL Tender No _____
Dated _____
 - ii. M/s _____ Response date _____ to the Tender
No. _____ Dated _____
 - iii. RECTPCL's Letter of Award No _____ and Letter of Acceptance
by _____ on _____
- 1.2 Definitions: Capitalized words and phrases used herein shall have the same meaning as are ascribed to them in the General Conditions of Contract.
- 1.3 M/s _____ hereby agrees with the RECTPCL to perform the Services in conformity with the provisions of the Agreement/Contract documents.

Article 2 - Scope of Work, Price & Terms of Payment.

The scope of work shall be as per the RECTPCL's Letter of Award (LOA) No _____ dated _____ document, any amendment/corrigendum issued thereto.

RECTPCL shall regulate the payment as per the terms of the tender documents and Letter of Award dated _____

Article 3 - Term of the Contract:

The contract period will initially be for a period of two year extendable on satisfactory performance and mutual consent on same terms and conditions by another one year

Article 4 - Indemnity:

The "M/s _____ shall keep "RECTPCL" indemnified from and against any and all claims, actions, demands and proceedings, charges, taxes, Disputes etc. whatsoever brought or made against "RECTPCL" arising from any method or process employed or matter or thing done to or in connection with this contract by "M/s _____" shall, at its own risk and expense defend any suit for infringement of patent or like suit brought against RECTPCL (whether with or without " _____" being a party thereto) and shall pay any damages and costs awarded in such suit, and keep RECTPCL indemnified from and against all consequence thereof. M/s _____ also undertakes to indemnify RECTPCL against all third party claims of infringement of patent, trademark /copy right or industrial design rights and safeguard against any pirated software, equipment, design etc. being supplied to the RECTPCL or any other claim arising from the use of the supplied software/hardware /manpower etc., and related services or any part thereof.

Article 5 - 5.1 Governing Law/Jurisdiction

The parties hereby agree that the Courts at New Delhi shall have exclusive jurisdiction in all matters relating to or arising out under these documents and shall be governed and construed according to Indian Laws

e- Tender for Engagement of Travel Agent for booking of Air Tickets

5.2 Arbitration:

The parties hereby agree that If any dispute(s) or difference(s) of any kind whatsoever arise between the parties, the parties hereto shall follow the procedure prescribed in the Tender Document.

In Witness whereof the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Signature(s) of RECTPCL
(Seal, if any)

Signature(s) of -----
(Seal, if any)

In the presence of

In the presence of
