

Notice Inviting Tender for Empanelment of Travel Agencies

E-Tender No: MSTC/ 16-17/ET/42

MSTC invites e-Tender under single stage two part system (Part I: **Techno-Commercial Bid** and Part II: **Price Bid**) from bona fide and reputed Company/Firm for Empanelment of Travel Agencies, the details of which are available in this tender document.

Tender document may be downloaded from MSTC website

<http://www.mstcecommerce.com/eprochome/mstc> and <http://www.mstcindia.co.in> or Central Public Procurement Portal <http://eprocure.gov.in/cppp>. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only. MSTC reserves the right to accept or reject any tender.

SCHEDULE OF TENDER (SOT)

3.	E-Tender No. / Event No.	MSTC/ 16-17/ET/42
2.	Mode of Tender	e-Procurement System online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/mstc The intending bidders are required to submit their offer electronically through this e-tendering portal No physical tender is acceptable by MSTC
4.	Date of publication of e-Tender through publication in MSTC websites and Central Public Procurement Portal	16th December 2016 at 12 noon
5.	Date of availability of NIT to the Vendors for downloading	16th December 2016 at 12 noon
8.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/mstc	19th December 2016 at 12 noon
9.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/mstc.	2nd January 2017 at 12 noon
10.	Date & time of opening of Part-I (Techno-Commercial Bid)	3rd January 2017 at 12 noon
11.	Date & time of opening of Part-II (Price Bid)	Shall be informed separately.

Note1. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

LIST OF ANNEXURE

Important Instructions For E-Procurement	Annexure – I
Commercial Terms & Conditions	Annexure – II
MSTC Offices	Annexure – II A
General Terms & Conditions	Annexure – III
Evaluation of Techno-Commercial Proposal	Annexure – III A
Evaluation of Financial Proposal	Annexure – III B

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

This is an e-procurement event of MSTC Ltd.

You are requested to read the Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Price Bid.

1	<p><u>Process of E-tender:</u></p> <p>Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type Digital Signature Certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>Special Note: The Price Bid and Techno-Commercial Bid has to be submitted online at www.mstcecommerce.com/eprochome/mstc.</p> <ol style="list-style-type: none"> Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → Register as Vendor under MSTC - Filling up details and creating own user id and password → Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. <p>In case of any clarification, please contact MSTC (before the scheduled time of the e-Tender).</p> <p><u>Contact person (P&A, MSTC Ltd)</u></p> <ol style="list-style-type: none"> Smt. Debangana Gupta, Manager (HR), Mobile: 9903687759, Email: debangana@mstcindia.co.in Shri. A.K. Roy, Deputy Manager (P&A) Mobile no.: 9432261328 Email: akroy@mstcindia.co.in <p><u>Contact person (E-Commerce, MSTC Ltd)</u></p> <ol style="list-style-type: none"> Mr. Arindam Bhattacharjee, Manager (E-commerce), Mobile: 09330102643, Email: arindam@mstcindia.co.in Mr. Sabyasachi Mukherjee, Deputy Manager (E-commerce), Mobile: 07278030407, Email: smukherjee@mstcindia.co.in <p><u>System Requirement:</u></p> <ol style="list-style-type: none"> Windows XP-SP3 or above / Windows 7 Operating System IE-7 or above Internet browser. Signing & Encryption type digital signature JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)
2	<p>Proposals shall be submitted in two parts.</p> <p>Part-I: Techno-Commercial bid will be opened electronically on specified date and time</p>

	<p>as given in the NIT. Bidder(s) can witness online electronic opening of bid.</p> <p>Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by MSTC. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity at www.mstcecommerce.com/eprhome/mstc.</p>
4	<p><u>Bidding in e-Tender:</u></p> <ol style="list-style-type: none"> The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govt depts. → Login under MSTC → My Menu → Auction Floor Manager → live event → Selection of the live event. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms /Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to save / submit his Techno-Commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "Save" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "Submit" button to register their bid. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
5	<p>Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.</p>
6	<p>No deviation to the technical and commercial terms & conditions are allowed.</p>

7	MSTC has the right to cancel this e-Tender without assigning any reason thereof.
8	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
9	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
10	The bid will be evaluated based on the filled-in technical & commercial formats.
11	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, security deposit of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
12	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/mstc of MSTC Ltd. to familiarize them with the system before bidding.

COMMERCIAL TERMS & CONDITIONS

Sl. No.	Terms	Response
1	<p>Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder(s) may be asked to produce the Original documents before the Tender Committee for verification purpose only.</p> <p>Bidders must carefully study the technical specifications and Commercial terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum shall be applicable.</p>	Agree
2	<p>Scope of Work</p> <p>The agency would ensure booking of tickets/confirmation of waitlisted tickets, issue of tickets during working hours/holidays/after office hours getting visa, passports, confirmation/cancellation, up gradation /revalidation of tickets, delivery of tickets, documents. The scope of work of the agency in brief is as under:</p> <ol style="list-style-type: none"> Services shall be provided to all offices of MSTC pan India. Booking and issuing of domestic/international air ticket and train tickets (e-ticket/ counter) including pre-paid tickets. Assistance for issue/obtaining new passport/renewal and miscellaneous passport related services. Assistance for obtaining visa and submitting passport at the embassies. Issuance of foreign exchange as per RBI guidelines. The Agencies should have valid license for foreign exchange issued by RBI from time to time. Obtaining travel related insurance including overseas medical insurance. The agency will be available at all times for booking/cancellation of Air Tickets and Train Tickets. The agency will pass on the MSTC all concessions/facilities extended by the airlines to the passenger on air journeys booked by MSTC. Submission of a formatted monthly statement of bills raised showing discount provided to MSTC. In addition to the above, the statement should also include the cost of ticket of IRCTC/Airline. Ensuring receipts of proper statement from Airlines on points gained on deal codes secured by MSTC and ensuring proper utilization thereof. Assisting MSTC in securing deal codes with other airlines. Assisting MSTC Employees in getting enrolled in frequent flyer programmes. Delivery of the tickets and travel documents at the respective MSTC Offices of the Company through internet/mail or as may be directed, for which expenses shall be borne by the Agency. The list of MSTC Offices with address, contact nos. and e-mail ids is attached at Annexure II A. Delivery of the tickets and travel documents either at MSTC Corporate Office, Kolkata or if advised at the residence of the officer(s) travelling within Kolkata or through internet/mail to employees at other locations of the Company. Providing Travel services to MSTC on 24 hrs x 7 basis. The Agency will assist in releasing VIP quota for train Tickets. 	Agree

3	<p>Eligibility</p> <p>a) Bidder shall be an Indian Company/Firm engaged in Tours and Travels (Domestic/International Airlines and Railway Tickets) for last five years and have its sales office in Kolkata.</p> <p>b) The Agent should be member of IATA.</p> <p>c) The bidder should have an average annual turnover of more than Rs. 2.00 crore for the last 4 years i.e. 2012-13, 2013-14, 2014-15 and 2015-16.</p> <p>d) Bidder must have executed at least 3 (three) orders of similar job in the last 4 (four) years, out of which 1 (one) order should have been of a Government Depts./PSEs/Public or Pvt. Ltd. Companies of value Rs. 80 lakhs or more in 1 (one) organization; or more than Rs. 50 lakh each in 2 (two) organizations in preceding 4 (four) financial years from the date of opening of bid (i.e. 2012-13, 2013-2014, 2014-15 and 2015-16).</p> <p>e) Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is applicable. Bidder should have valid PAN No.</p> <p>f) Bidder should have 24 hours Helpline numbers.</p> <p>MSTC reserves the right to carry out capability assessment of the Bidder and MSTC's decision shall be final in this regard.</p>	Agree
4	<p>Duration of Contract Period</p> <p>The proposed contract shall be valid for a period of 2 years from the date of signing of the Agreement with may be extended for a further period of one year at the sole discretion of MSTC on the same rates, terms and conditions satisfactory performance of contract by the travel agency.</p>	Agree
5	<p>Validity of Proposal</p> <p>The following will be considered for the validity of the proposals deemed submitted:</p> <p>a) Proposals shall remain valid for a period of 120 days from the date of opening of Proposal.</p> <p>b) MSTC reserves the right to reject a proposal valid for a shorter period as non-responsive.</p> <p>c) In exceptional circumstances MSTC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.</p>	Agree
6	<p>Security Deposit</p> <p>The successful tenderer will be required to submit a Security Deposit amounting Rs. 15,000/- (Rupees Fifteen Thousand Only) in the form of Account Payee Demand Draft/Pay Order/Banker's Cheque from any Indian Scheduled Commercial Bank (except Co-operative & Gramin Bank) in favour of "MSTC Limited" payable at Kolkata. Within seven days of award of contract. The Security Deposit shall be refunded on application by the travel Agency after the contract period without any interest, subject to necessary deductions, if any and certification for fulfilment of all obligations by Travel Agent as per the contract by the Executing Authority.</p>	Agree
7	<p>Concessions to MSME Units:</p> <p>As per the guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro,</p>	Agree

	<p>Small & Medium Enterprise, have been considered by the MSTC for the following concessions.</p> <p>a) <u>Exemption from payment of Bid Security Deposit</u></p> <p>The MSME units registered with bodies as detailed above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME.</p> <ul style="list-style-type: none"> i) A proof regarding current registration with bodies as detailed above for the tendered items will have to be attached along with the bid. ii) The enlistment certificate issued by bodies as detailed above should be current & valid on the date of opening of bid. <p>b) <u>Reservation of Quantity</u></p> <ul style="list-style-type: none"> i) 20 % of the Estimated Quantity /requirement in the tender shall be earmarked to be procured from MSEs provided their quoted price is within the band of LI+15%. Out of this quantity, a sub target of 4% is earmarked to be procured from SC/ST owned eligible MSMEs. In case of non availability of SC/ST owned MSMEs, this 4% quantity shall be offered to other MSMEs. ii) The participating MSMEs in a tender, quoting price within the band of LI+15% are also be allowed to supply a portion of the requirement by bringing down their price to the LI price arrived after tender evaluation. Such MSEs shall be ordered to supply up to 20 % of the total tendered value. In case of more than one such eligible MSME, the supply will be shared equally. iii) However, the contract proposed to be awarded pursuant to this tender, being of indivisible nature, the same cannot be split up due to operational constraints towards performance of works. Accordingly, MSTC reserves the right, in appropriate cases, to award the contract in whole to MSME unit, who may otherwise qualify in the tender by fulfilling the prescribed eligibility requirement as per Para 2 leave in before stated, in presence to the other bidders. <p>Note:</p> <ul style="list-style-type: none"> 1. The Micro, Small & Medium Enterprises (MSME) must meet the Tender / auction terms. 2. Security Deposit of requisite amount shall be payable by MSME bidders in case they are awarded the contract. 3. Reservation to the MSME Bidders will be given as per the Government Rules notified from time to time. 4. For MSME Bidders copy of the Registration Certificate must be enclosed in the Envelope. 5. If the MSME is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. 	
8	<p>Terms of Payment</p> <p>a) Travel Agency shall provide credit facility of <u>30 days (thirty days)</u> and bills shall be raised on monthly basis. Bills shall be raised by the Travel Agency after giving discounts as per contract. Consolidated and correct bills with relevant documents (Credit Notes/ Cancellation of Tickets etc.) complete in all respect shall be submitted by the Travel Agency to the respective offices of MSTC which shall be paid online only subject to all statutory deductions. No advance payment shall be made to the Travel Agency.</p> <p>In case of non-receipt of payment, claim has to be made within 90 days from the date of submission of bills along with supporting documents, failing which no claim will be entertained by MSTC.</p>	Agree

	<p>b) Income Tax deduction/statutory deductions as applicable shall be made from the bills of the agency as per Government Rules/Acts.'</p> <p>c) Service Tax/Cess if applicable will be paid to the Travel Agency provided it is shown separately in the invoice. The Service Tax Registration No. shall be mentioned on the entire invoice itself.</p>	
9	<p>Termination of Contract</p> <p>MSTC reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the following:-</p> <p>a) If the Travel Agency is adjudicated insolvent by a Competent Court or files for insolvency or the Travel Agency's Company is ordered to be wound up by a Competent Court.</p> <p>b) Travel Agency commits any material breach of the terms of this contract with MSTC or if found guilty of any malpractice in the performance of the contract.</p> <p>c) If any charge-sheet is filed by the competent authority of the Government against the Travel Agency or its Company or Travel Agency is convicted by a criminal court on grounds of moral turpitude.</p> <p>d) In the event of unsatisfactory service or failure on the part of the Travel Agency or if the Agency shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him by MSTC in connection with work or shall contravene the provisions of the contract, MSTC shall have the option to declare the contract as cancelled and may get the work executed by any alternate sources at the Travel Agency's risk and cost. In such event the Travel Agency shall have no claims whatsoever against MSTC in consequence of such termination of the contract. The decision of MSTC in terminating the contract will be final and binding on the Travel Agency.</p> <p>e) In the event of Termination of contract under the above clauses b), c) or d), Security Deposit shall be forfeited and Travel Agency shall not have any claim in this regard.</p>	Agree
10	<p>Subletting of Contract</p> <p>The Travel Agency shall not assign and or sub-let contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of MSTC Ltd., and such consent shall not relieve the Travel Agency from any liability or obligation under the contract and it shall be fully responsible for the acts/defaults and neglects of its agents, servants or workmen as if they were the acts, defaults or neglects of the Travel Agency.</p>	Agree
11	<p>Foreclosure of Contract</p> <p>MSTC shall have the right to foreclose the Contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of at least thirty days to the Travel Agency of its intention to do so, without any claim of damages by the Travel Agency. The Travel Agency may also foreclose the contract by giving at least three months advance notice to MSTC without assigning any reasons.</p>	Agree
12	<p>Penalty</p> <p>a) In case of failure on the part of Travel Agency to deliver the ticket(s) within the required time or well before the reporting time of the flight/train, resulting in cancellation of the trip of the Employee of MSTC, the Agency shall be liable to bear the cancellation charges of all the air ticket(s) as levied by the airline and in addition, pay a penalty of Rs.1000/- (Rupees One Thousand Only), in such event, Travel Agency will not be entitled for service charge.</p>	Agree

	<p>b) In case of wrong entry of name/flight/train/date of travel etc. as communicated by the Executing Authority resulting into modification of air/railway tickets, all cancellation/modification charges levied by the airline/railway shall be borne by the Agency. In such event, Travel Agency will not be entitled for service charges on the transaction.</p> <p>c) In case of any failure on the part of the agency in canceling the air/train tickets as per instruction, only the cancellation charges as applicable will be paid by MSTC to the Travel Agency.</p> <p>d) In case of any failure on the part of the agency to book and deliver the air/train tickets as per the itinerary in time, the additional cost if any, for procurement of the air/train tickets from other sources would be recovered from the running bills of the agency. Such failure may also call for termination of the contract.</p>	
13	<p>Jurisdiction</p> <p>a) The contract for empanelment of travel agency for Domestic and International air ticketing and other related services; shall be governed and interpreted in accordance with the Laws of India. The court at Kolkata shall have exclusive jurisdiction to entertain and try any matters arising out of the contract.</p> <p>b) If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz, acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, blockage, sabotages, riots, fire, floods, earthquake, explosions, epidemics, strike and lawful lockout, then provided Notice of happening of any such eventually is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the Force Majeure, the period of Force Majeure shall be excluded accordingly. If Force Majeure even(s) continue beyond the period of three months, the parties shall hold consultation to take the further course of action. Neither party can claim any compensation from the other party on account of Force Majeure.</p>	Agree
14	<p>Arbitration</p> <p>Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement shall be settled between MSTC and the Travel Agency amicably. If however, MSTC and the Travel Agency are not able to resolve their dispute/differences amicably as aforesaid the said dispute/differences shall be settled through the process of Arbitration of a Sole Arbitrator to be appointed/ nominated by the Chairman-cum-Managing Director of MSTC Ltd. The venue of such Arbitration proceedings shall be at the Regd. Office of MSTC at Kolkata and the costs of Arbitration shall be borne equally by the parties. The language of Arbitration shall be English. The provisions of the Arbitration conciliation Act 1996 and the Rules framed more under or any amendment here to shall apply to such Arbitration proceedings. The award of the sole Arbitrator shall be binding all the parties. During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the Travel Agency and MSTC) shall continue to perform their obligations as per Agreement.</p> <p>Parties to this agreement agree for the exclusive jurisdiction of court of Kolkata (with exclusion of all other court) for all matter of dispute.</p>	Agree
15	<p>Integrity Pact</p> <p>The tender will be governed by the Integrity Pact as available in MSTC's website www.mstcindia.co.in which may be downloaded if necessary and all contracts and transactions arising out of this tender shall be governed amongst other terms by the terms of the said Integrity Pact.</p>	Agree

MSTC OFFICES

Office	Address	Email-Id	Telephone
HO, KOLKATA	225-C, A.J.C Bose Road, Kolkata - 700020	mstcindia@mstcindia.co.in	(033) 2290-0964, 2287-7557 / 0568 / 9627
NRO, NEW DELHI	30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard) New Delhi - 110 002	mstcnro@mstcindia.co.in	(011) 2321 4201, (011) 2321 3945
WRO, MUMBAI	607-608 Raheja Centre, Nariman Point, Mumbai - 400 021	mstcwro@mstcindia.co.in	(022) 2288 6261 / 2287 2011/ 2282 2789
SRO CHENNAI	Leelavathi Building, 2nd Floor; 69, Armenian Street, Chennai - 600 001	mstcsro@mstcindia.co.in	(044) 2521 9004 , 2522 2842, 2523 1584
ERO KOLKATA	225-F, A.J.C Bose Road, Kolkata - 700 020	mstcero@mstcindia.co.in	(033) 2290-0964, 2287-7557 / 0568 / 7716 / 9627 / 7568
BANGALORE	19/5 & 19/6, 3rd Floor, Kareem Tower, Cunningham Road, Bangalore- 52	mstcblr@mstcindia.co.in	(080) 2225 6367, 2226 0054, 22266417
VIZAG	6th Floor "Jeevan Prakash" LIC Building, Jeevitha Bima Road, Visakhapatnam - 530004	mstcvzg@mstcindia.co.in	(0891) 274 6948, 270 1066
VADODARA	21,Kamalanjali Apartment, 2nd Floor, Opp.Tube Company, Old Padra Road, Akota, Vadodara-390 020	mstcvda@mstcindia.co.in	(0265) 2310606, 2339 672, 2330726
BHOPAL	76-77(R), First Floor, Zone-II, M.P.Nagar, Bhopal-462011 (M.P)	mstcbhopal@mstcindia.co.in	(0755) 2552241 (0755) 2570664
HYDERABAD	Akash Ganga Complex, Office No. 201, 2nd floor, Door No. 6-3-635 & 637, Khairtabad, Hyderabad - 500004	hyd@mstcindia.co.in	(040) 23301039
LUCKNOW	G-25/26, Tej Kumar Plaza, 1, T N Road, Hazratganj, Lucknow - 226001. (U.P.)	mstclko@mstcindia.co.in	0522-2614445
BHUBANESWAR	Toshali Plaza, 3rd Floor, Room No.TP-B/1-03&08, Satya Nagar, Bhubaneswar - 751 007.	mstcbbs@mstcindia.co.in	(0674)- 2571699
TRICHY	K-3/100F, Type-B (III) KR Sector, Nehru Nagar, Kamarajapuram (BHEL) Tiruchirappalli - 620 014.	osdtrichy@mstcindia.co.in	-
TRIVANDRUM	#97, 5th Floor, Forest Headquarters, Vazhuthacaud, Thiruvananthapuram - 695014	mstctvm@mstcindia.co.in	0471-2529137
TIRUPATI	MSTC LIMITED, Room no 1, North West Corner, Vishnunivasam Complex, Tirupati- 517501	osdtirupati@mstcindia.co.in	(+91)08143143879
RAIPUR	MSTC LIMITED, 3rd floor, Udyog Bhawan, Telibandha, Ring Road 1 , Raipur - 492006	rshekhar@mstcindia.co.in	0771-2432481

GENERAL TERMS & CONDITIONS OF TENDER

The following words and expressions as used in the document shall have the meaning assigned to them except when the context otherwise requires.

The “Company” shall mean MSTC Limited (hereinafter referred to as “MSTC”) having its registered office at 225-C, A. J. C. Bose Road, Kolkata – 700 020.

“Contractor” shall mean the service provider who has been awarded the contract.

“Contract” shall mean the execution of the work, together with all documents annexed/attached therewith or referred to therein for the purpose of recording such contract concluded by issuing Work Order.

“Premises” shall mean any location owned/occupied/taken on lease/rent or hire by the Company.

1. INTRODUCTION

MSTC Limited is a Mini Ratna Category-I PSU under the administrative control of the Ministry of Steel, Government of India.

MSTC is a major player in the country for promoting e-commerce providing services for domestic sellers and buyers to do business in metal scrap (ferrous/non-ferrous), surplus stores, machineries, obsolete spares, vehicles, minerals and agriculture & forest produce etc. through e-auction and e-Procurement services.

MSTC Limited intends to appoint an experienced Travel Agency for procurement of Domestic/International Air Tickets and Train Tickets initially and other related services, for a period of 2(two) years w.e.f. work order which may be extended for a further period of one year at the sole discretion of MSTC at the same rates, terms and conditions upon satisfactory performance of contract by the agency.

The tender documents consist of Notice Inviting Tender, Instructions to Tenderers and Price Schedule Format.

I. The Tender Document can be downloaded from the website of MSTC namely www.mstcindia.co.in.

II. MSTC may, at its own discretion, extend/reduce the date for submission of proposals.

2. SCOPE OF WORK

The agency would ensure booking of tickets/confirmation of waitlisted tickets, issue of tickets during working hours/holidays/after office hours (at the expense of the agency), collection of tickets for cancellation, getting visa, passports, confirmation/cancellation, up gradation/revalidation of tickets, delivery of tickets, documents. The scope of work of the agency in brief is as under:

- a) Services shall be provided to all offices of MSTC pan India.
- b) Booking and issuing of domestic/international air ticket and train tickets (e-ticket/ counter) including pre-paid tickets.
- c) Assistance for issue/obtaining new passport/renewal and miscellaneous passport related services.
- d) Assistance for obtaining visa and submitting passport at the embassies.
- e) Issuance of foreign exchange as per RBI guidelines. The Agencies should have valid license for foreign exchange issued by RBI from time to time.
- f) Obtaining travel related insurance including overseas medical insurance.
- g) The agency will be available at all times for booking/cancellation of Air Tickets and Train Tickets.
- h) The agency will pass on the MSTC all concessions/facilities extended by the airlines to the passenger on air journeys booked by MSTC.
- i) Submission of a formatted monthly statement of bills raised showing discount provided to MSTC. In addition to the above, the statement should also include the cost of ticket of IRCTC/Airline.
- j) Ensuring receipts of proper statement from Airlines on points gained on deal codes secured by MSTC and ensuring proper utilization thereof.
- k) Assisting MSTC in securing deal codes with other airlines.

- l) Assisting MSTC Employees in getting enrolled in frequent flyer programmes.
- m) Delivery of the tickets and travel documents at the respective MSTC Offices of the Company through internet/mail or as may be directed, for which expenses shall be borne by the Agency. The list of MSTC Offices with address, contact nos. and e-mail ids is attached at **Annexure II A**.
- n) Providing Travel services to MSTC on 24 hrs x 7 basis.
- o) The Agency will assist in releasing VIP quota for train Tickets.

3. ELIGIBILITY

- a) Bidder shall be an Indian Company/Firm engaged in Tours and Travels (Domestic/ International Airlines and Railway Tickets) for last five years and have its sales office in KOLKATA.
- b) The Agent should be member of IATA.
- c) The bidder should have an average annual turnover of more than Rs. 2.00 crore for the last 4 years i.e. 2012-13, 2013-14, 2014-15 and 2015-16.
- d) Bidder must have executed at least 3 (three) orders of similar job in the last 4 (four) years, out of which 1 (one) order should have been of a Government Depts./PSEs/ Public or Pvt. Ltd. Companies of value Rs. 80 lakhs or more in one organization; or more than Rs. 50 lakh each in 2 (two) organizations in preceding 4 (four) financial years from the date of opening of bid (i.e. 2012-13, 2013-2014, 2014-15 and 2015-16).
- e) Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is applicable. Bidder should have valid PAN No.
- f) Bidder should have 24 hours Helpline numbers.

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

4. DURATION OF CONTRACT PERIOD

The proposed contract shall be valid for a period of 2 years from the date of signing of the Agreement with may be extended for a further period of one year at the sole discretion of MSTC on the same rates, terms and conditions satisfactory performance of contract by the travel agency.

5. VALIDITY OF PROPOSAL

The following will be considered for the validity of the proposals deemed submitted:

- a) Proposals shall remain valid for a period of 120 days from the date of opening of Proposal.
- b) MSTC reserves the right to reject a proposal valid for a shorter period as non- responsive.
- c) In exceptional circumstances MSTC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

6. RIGHT TO ACCEPT OR REJECT ANY PROPOSAL

MSTC reserves the right to annul the Short Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

7. SECURITY DEPOSIT

The successful tenderer will be required to submit a Security Deposit amounting Rs. 15,000/- (Rupees Fifteen Thousand Only) in the form of Account Payee Demand Draft/Pay Order/Banker's Cheque from any Indian Scheduled Commercial Bank (except Co- operative & Gramin Bank) in favour of "MSTC Limited" payable at Kolkata. Within seven days of award of contract. The Security Deposit shall be refunded on application by the travel Agency after the contract period without any interest, subject to necessary deductions, if any and certification for fulfilment of all obligations by Travel Agent as per the contract by the Executing Authority.

8. CONCESSIONS TO MSME UNITS:

As per the guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any

other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the MSTC for the following concessions.

a) Exemption from payment of Bid Security Deposit

The MSME units registered with bodies as detailed above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME.

- i) A proof regarding current registration with bodies as detailed above for the tendered items will have to be attached along with the bid.
- ii) The enlistment certificate issued by bodies as detailed above should be current & valid on the date of opening of bid.

b) Reservation of Quantity

- i) 20 % of the Estimated Quantity /requirement in the tender shall be earmarked to be procured from MSEs provided their quoted price is within the band of LI+15%. Out of this quantity, a sub target of 4% is earmarked to be procured from SC/ST owned eligible MSMEs. In case of non availability of SC/ST owned MSMEs, this 4% quantity shall be offered to other MSMEs.
- ii) The participating MSMEs in a tender, quoting price within the band of LI+15% are also be allowed to supply a portion of the requirement by bringing down their price to the LI price arrived after tender evaluation. Such MSEs shall be ordered to supply up to 20 % of the total tendered value. In case of more than one such eligible MSME, the supply will be shared equally.
- iii) However, the contract proposed to be awarded pursuant to this tender, being of indivisible nature, the same cannot be split up due to operational constraints towards performance of works. Accordingly, MSTC reserves the right, in appropriate cases, to award the contract in whole to MSME unit, who may otherwise qualify in the tender by fulfilling the prescribed eligibility requirement as per Para 2 leave in before stated, in presence to the other bidders.

Note:

1. The Micro, Small & Medium Enterprises (MSME) must meet the Tender / auction terms.
2. Security Deposit of requisite amount shall be payable by MSME bidders in case they are awarded the contract.
3. Reservation to the MSME Bidders will be given as per the Government Rules notified from time to time.

9. PREPARATION OF PROPOSAL

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Tender Document. Failure to furnish all the necessary information as required by the Short Tender Document or submission of a proposal not substantially responsive to all the requirements of the Short Tender Document shall be at Bidder's own risk and may be liable for rejection.
- b) The Proposal and all associated correspondence shall be written in English and shall be in a clear and legible language.
- c) No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

10.SUBMISSION OF PROPOSAL

Bidders shall submit their Proposals on or before the last date and time for receipt of proposals mentioned in SOT. Proposals shall be submitted in two parts. The proposals should not contain any irrelevant or superfluous documents. The two parts of the Proposal should be as per following:

Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness online electronic opening of bid.

Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by MSTC. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

11. CLARIFICATIONS & AMENDMENTS OF SHORT TENDER DOCUMENT

- a) During the process of evaluation of Proposals, MSTC may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.
- b) MSTC may for any reason, modify the Short Tender Document from time to time. The amendment(s) to the Short Tender Document would be clearly spelt out and the Bidders may be asked to amend their proposal due to such amendments.

12. EVALUATION OF PROPOSALS

The Bid will be opened as per the schedule mentioned in the SOT. MSTC may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender Document, a two stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

a) Evaluation of Techno-Commercial Proposal

For evaluation of Techno-Commercial Proposal a checklist is given in Annexure – A. Vendors have to upload the scanned copies of the filled up annexure and documents as per requirement.

b) Evaluation of Price Bid

Financial proposals of only those firms who are Techno-Commercially qualified shall be opened on the date & time specified. Hence the tenderers are advised to submit their most competitive rate as depicted in Annexure – B.

13. AWARD OF WORK

- a) The requisition for air tickets/train 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 MSTC. Any tickets made from unauthorized requestor shall not be considered for payment.
- b) The e-tickets sent to MSTC 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.
- c) The agency shall make the tickets on the least cost basis. Any change in requirement must be addressed on priority.
- d) For assistance in obtaining Visa/Passport, VFS service charges on approved rate/prescribed by VFS centres will be paid by the MSTC.
- e) No alternative offer shall be considered.
- f) MSTC 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 MSTC's action.
- g) MSTC 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.
- h) Failure to furnish all information required and/or false/incorrect information and/or submission of bid not substantially responsive to the bidding document in every respect will be at the bidder risk and may result in rejection of its bid.
- i) The bidder must comply with the tender specification and all terms and condition of contract. No deviation in terms and conditions of the contract shall be entertained unless specially mentioned by the agency/bidders in the bid any accepted by MSTC.
- j) 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.
- k) The travel agency shall not assign the contract or any part thereof without the prior written consent/approval of the MSTC. The travel agency shall also not sublet the work or part of the work except with the written consent of MSTC and such consent even if provided shall not relieve the agency of successful execution of the contract.

- l) Withdrawal or cancellation of registration certificate of IATA during the contract period will automatically result in cancellation of MSTC contract.
- m) In the event all the Air lines pay commission to their agents in such a situation MSTC may stop payment of service charge to the selected bidders. However, the selected bidder may be allowed to continue business with MSTC Ltd. till the award of the contract period and after mutual discussion between MSTC and the selected bidder, provided, the selected bidder refunds service charge amount already paid by MSTC Ltd. for any period for which the Airlines have also paid commission.
- n) Bidder shall provide credit facilities of minimum 30 days (thirty days) from date of submission of bills which is to be raised on monthly basis.
- o) MSTC Ltd. reserves the right to split the order on L-1 basis on two or more parties in case it is voluntarily agreed by parties to provide services at L-1 rate as per convenience and the sole discretion of MSTC in this regard will be final and binding.
- p) Any clarification on the documents may be obtained in writing from Addl. GM (P&A).

14. TERMS OF PAYMENT

- a) Travel Agency shall provide credit facility of 30 days (thirty days) and bills shall be raised on monthly basis. Bills shall be raised by the Travel Agency after giving discounts as per contract. Consolidated and correct bills with relevant documents (Credit Notes/ Cancellation of Tickets etc.) complete in all respect shall be submitted by the Travel Agency to the respective offices of MSTC which shall be paid online only subject to all statutory deductions. No advance payment shall be made to the Travel Agency.

In case of non-receipt of payment, claim has to be made within 90 days from the date of submission of bills along with supporting documents under intimation to the Chief Executive of MSTC; otherwise no further claim will be entertained by MSTC.

- b) Income Tax deduction/statutory deductions as applicable shall be made from the bills of the agency as per Government Rules/Acts.
- c) Service Tax/Cess if applicable will be paid to the Travel Agency provided it is shown separately in the invoice. The Service Tax Registration No. shall be mentioned on the entire invoice itself.

15. PERFORMANCE

MSTC shall assess the agency's overall performance with respect to quality and adherence to time schedule of work done at regular interval and take a decision regarding assigning further work to it. In case the performance of the agency is found to be unsatisfactory, MSTC may terminate the contract with the Travel Agency.

16. CONFLICT OF INTEREST

- a) The selected Firm/Agency should provide professional, objective and impartial service and hold MSTC's interest paramount.
- b) The selected Firm /Agency shall not deploy former employees who have served MSTC in last six months.
- c) The selected Firm/Agency shall not downstream or outsource any part of the scope of work. However the selected entity may engage professionals of required expertise on contractual basis.
- d) Non-disclosure of such an association will lead to termination of Agency.

17. DISCOUNT TO BE PASSED (PASSED ON TO MSTC)

- a) The Agency shall quote Airline wise Discount Rate, if any.
- b) Services Tax & Cess, if applicable, shall be payable extra by MSTC as per prevailing rates provided Service Tax Registration No. is mentioned in the bill/invoice separately.

18. TERMINATION OF CONTRACT

MSTC reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the following:-

- a) If the Travel Agency is adjudicated insolvent by a Competent Court or files for insolvency or the Travel Agency's Company is ordered to be wound up by a Competent Court.
- b) Travel Agency commits any material breach of the terms of this contract with MSTC or if found guilty of any malpractice in the performance of the contract.

- c) If any charge-sheet is filed by the competent authority of the Government against the Travel Agency or its Company or Travel Agency is convicted by a criminal court on grounds of moral turpitude.
- d) In the event of unsatisfactory service or failure on the part of the Travel Agency or if the Agency shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him by MSTC in connection with work or shall contravene the provisions of the contract, MSTC shall have the option to declare the contract as cancelled and may get the work executed by any alternate sources at the Travel Agency's risk and cost. In such event the Travel Agency shall have no claims whatsoever against MSTC in consequence of such termination of the contract. The decision of MSTC in terminating the contract will be final and binding on the Travel Agency.
- e) In the event of Termination of contract under clauses 10(b), 10(c) or clause 10(d), Security Deposit shall be forfeited and Travel Agency shall not have any claim in this regard.

19. SUBLETTING OF CONTRACT

The Travel Agency shall not assign and or sub-let contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of MSTC Ltd., and such consent shall not relieve the Travel Agency from any liability or obligation under the contract and it shall be fully responsible for the acts/defaults and neglects of its agents, servants or workmen as if they were the acts, defaults or neglects of the Travel Agency.

20. FORECLOSURE OF CONTRACT

MSTC shall have the right to foreclose the Contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of at least thirty days to the Travel Agency of its intention to do so, without any claim of damages by the Travel Agency. The Travel Agency may also foreclose the contract by giving at least three months advance notice to MSTC without assigning any reasons.

21. BANNING OF BUSINESS DEALINGS

- (a) MSTC reserves its right to remove from the list of approved agency or to ban business dealings if any agency has been found to have committed fraud, deception, misconduct etc. and also to suspend business dealings pending investigation.
- (b) The bidders shall submit their tenders as above so as to reach the office of Addl. General Manager (P&A), 225C, A. J. C. Bose Road, 2nd floor, Kolkata – 700 020, India on or before 2.00 PM on _____.

Only technical and commercial parts shall be opened on the tender opening date. Tenders received after due date and time shall be rejected. Tenders not complying with the provisions of bidding documents are liable to be rejected.

22. OTHER TERMS AND CONDITIONS

- a) The agency should inform the Corporation 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.
- b) Cancellation charges of all Domestic Air and Railway Tickets will be paid as per norms of concerned Airlines/Railways.
- c) Validity period of all classes of international Air tickets shall be duly mentioned on the ticket.
- d) In case of any promotional fare offered by the Airlines, the same will be informed to us and passes on to this corporation over and above the discount offered by your firm.
- e) 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 MSTC and not to the person for whom ticket is arranged.
- f) 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 MSTC.
- g) The booking for Air Travel/ Train Travel will be passed on to the agency over telephone by authorized representative of this corporation and the same will be arranged by you within the specified time. The agency will deliver the tickets in MSTC 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 MSTC/authorized officer.

23. PENALTY

- a) In case of failure on the part of Travel Agency to deliver the ticket(s) within the required time or well before the reporting time of the flight/train, resulting in cancellation of the trip of the Employee of MSTC, the Agency shall be liable to bear the cancellation charges of all the air ticket(s) as levied by the airline and in addition, pay a penalty of Rs.1000/- (Rupees One Thousand Only), in such event, Travel Agency will not be entitled for service charge.
- b) In case of wrong entry of name/flight/train/date of travel etc. as communicated by the Executing Authority resulting into modification of air/railway tickets, all cancellation/modification charges levied by the airline/railway shall be borne by the Agency. In such event, Travel Agency will not be entitled for service charges on the transaction.
- c) In case of any failure on the part of the agency in cancelling the air/train tickets as per instruction, only the cancellation charges as applicable will be paid by MSTC to the Travel Agency.
- d) In case of any failure on the part of the agency to book and deliver the air/train tickets as per the itinerary in time, the additional cost if any, for procurement of the air/train tickets from other sources would be recovered from the running bills of the agency. Such failure may also call for termination of the contract.

24. FRAUD & CORRUPTION

It is required that the Bidders submitting Proposal and Agency selected through this Short Tender Document must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order.

For this purpose, definitions of the terms are set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MSTC or its personnel in Work Order executions.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence an selection process or the execution of a Work Order, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MSTC of the benefits of free and open competition.
- c) "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.
- e) MSTC will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- f) MSTC will declare a Firm/Agency ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any time determines that Firm/Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

25. JURISDICTION

- a) The contract for empanelment of travel agency for Domestic and International air ticketing and other related services; shall be governed and interpreted in accordance with the Laws of India. The court at Kolkata shall have exclusive jurisdiction to entertain and try any matters arising out of the contract.
- b) If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz, acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, blockage, sabotages, riots, fire, floods, earthquake, explosions, epidemics, strike and lawful lockout, then provided Notice of happening of any such eventually is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the Force Majeure, the period of Force Majeure shall be excluded accordingly. If Force Majeure even(s) continue beyond the period of three months, the parties shall hold consultation to take the further course of action. Neither party can claim any compensation from the other party on account of Force Majeure.

26.ARBITRATION

Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement shall be settled between MSTC and the Travel Agency amicably. If however, MSTC and the Travel Agency are not able to resolve their dispute/differences amicably as aforesaid the said dispute/differences shall be settled through the process of Arbitration of a Sole Arbitrator to be appointed/ nominated by the Chairman-cum-Managing Director of MSTC Ltd. The venue of such Arbitration proceedings shall be at the Regd. Office of MSTC at Kolkata and the costs of Arbitration shall be borne equally by the parties. The language of Arbitration shall be English. The provisions of the Arbitration conciliation Act 1996 and the Rules framed more under or any amendment here to shall apply to such Arbitration proceedings. The award of the sole Arbitrator shall be binding all the parties. During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the Travel Agency and MSTC) shall continue to perform their obligations as per Agreement.

Parties to this agreement agree for the exclusive jurisdiction of court of Kolkata (with exclusion of all other court) for all matter of dispute.

EVALUATION OF TECHNO-COMMERCIAL PROPOSAL**Check list for submission of documents to be filled and uploaded
Travel related services – Techno Commercial-Bid**

		(Pre-qualification)
Sl. No	Items	Information/inputs to be filled by
1.	Name and address of the agency, telephone number, fax, mobile number, e-mail address, including Kolkata	
2.	Experience in the field of Tour and Travels (please furnish)	_____ years
3.	Type of organization (Whether Proprietorship, Partnership, Private Limited, Public Limited Company) (Please furnish documents/evidence)	
4.	IATA registration No. (copy of registration to be uploaded)	Yes/No
5.	24 hour helpline numbers	
6.	Annual Turnover for the last 4 years 2012-13 2013-14 2014-15 2015-16 (Please furnish documentary evidence) Experience of similar work in the field during the last four years. Bidder must have executed at least 3 (three) orders of similar job in the last 4 (four) years, out of which 1 (one) order should have been of a Government Depts./PSEs/ Public or Pvt. Ltd. Companies of value Rs. 80 lakhs or more in one organization; or more than Rs. 50 lakh each in 2 (two) organizations in preceding 4 (four) financial from the date of opening of bid (i.e. 2012-13, 2013-2014, 2014-15 and 2015-16).	
8.	Service Tax / Sales Tax / VAT No. (Please upload & furnish a copy of registration)	
9.	Income Tax Permanent Account No. (Please upload and furnish copy of PAN Card)	

- a) MSTC may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- b) For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders references, if desired.
- c) Only Techno-Commercially qualified Proposals shall be considered for Price-Bid opening.

EVALUATION OF PRICE BID

The bid will be evaluated as given under:-

- 1) **For International Air Travel:** The Composite Service Charge for Air Tickets, Reschedule & Cancellation Charge and Service Charges for VISA will be evaluated. The vendor quoting the least Composite Charge shall be awarded the work.
- 2) **For Domestic Air Travel:** The Composite Service Charge for Air Tickets and Reschedule & Cancellation Charge will be evaluated. The vendor quoting the least Composite Charge shall be awarded the work.
- 3) **For Railway Travel:** The Composite Service Charge for Rail Tickets and Reschedule & Cancellation Charge will be evaluated. The vendor quoting the least Composite Charge shall be awarded the work.

However, in case, two or more parties quote the same Composite Service Charge for an item/lot and is L1, first, the Service Charge (1A, 2A, 3A) will be considered; then Service Charge (1B, 2B, 3B), then Service Charge 1C (for item/lot 1) will be considered for determining the L – 1 party for the Item/lot. Further, if two or more parties quote the same rate for each component in an item/lot and is L1, work shall be awarded to all such parties in equal proportion. The decision of MSTC in the above case shall be final.

Sl. No.	Particulars	
1	<u>Rate of Service Charge for International Air Tickets</u>	
	A. Service Charge for purchase of Ticket per destination/per passenger	Rs. _____
	B. Service Charge for re-schedule and cancellation (wherever applicable) - per destination/per passenger	Rs. _____
	C. Service Charge for arranging VISAs and other travelling (formalities for foreign tours) – per VISA	Rs. _____
	Composite Service Charge 1 (A+B+C)	Rs. _____

2	<u>Rate of Service Charge for Domestic Air Tickets</u>	
	A. Service Charge for purchase of Ticket per destination/per passenger	Rs. _____
	B. Service Charge for re-schedule and cancellation (wherever applicable) - per destination/per passenger	Rs. _____
	Composite Service Charge 2 (A+B)	Rs. _____

3	<u>Rate of Service Charge For Railway Tickets</u>	
	A. Service Charge for purchase of per Ticket	Rs. _____
	B. Service Charge for cancellation (wherever applicable) – per Ticket	Rs. _____
	Composite Service Charge 3 (A+B)	Rs. _____

Note:

- i) Service tax & education cess, if any, will be payable separately by MSTC as per prevailing rates.
- ii) Offer Bid should not contain any terms and conditions, notes etc. other than service charge rate.