



TENDER

**FOR Empanelment of Travel Agent in Bank of Baroda, Baroda Corporate
Office, Mumbai for booking of Domestic & International Air-Tickets &
Other Allied Travel Services**

**Travel Desk, COA Department
Bank of Baroda**

C-26, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400051

TENDER Reference: BCC:OA:115:1217 DATED 04.05.2023

[A] Important Dates:

#	Particulars	Timeline
1	TENDER Issuance Date	04-05-2023
2	TENDER Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Nitin NaiK (Tender Co-ordinator) 2. Contact No. – 022-66985182/ 5180 3. Email ID:- traveldeskbcc@bankofbaroda.com 4. Postal address:- The Manager (Travel desk) Bank of Baroda, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051
3	Pre-bid Meeting details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 09-05-2023 ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on traveldeskbcc@bankofbaroda.com on 08-05-2023 along with pre-bid clarification in enclosed Annexure N. ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
4	Last Date of Submission of TENDER Response (Closing Date)	25-05-2023 upto 3.00 pm Mode: Offline
5	Eligibility Cum Technical Bid Opening Date	25-05-2023 at 3.30 pm Mode: OFFLINE 1. Bidders are requested to send bid submission confirmation with their email address for attending eligibility cum technical bid opening meeting on traveldeskbcc@bankofbaroda.com id by 2.00 pm on 25-05-2023 .
6	Commercial Bid	The commercial / financial bids of only those Bidders who qualify in eligibility cum technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Bid Security (Earnest Money Deposit)	Rs.50,000/- (Rupees Fifty thousand only)
8	Mode of bid submission	Mode: Offline

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the tender document
3. Proposal, Bid means "Response to the TENDER Document"
4. Support means Support & Services to be provided as part of the Scope of Work
5. SLA means Service level Agreement

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'Tenderer', 'Travel Agent' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current Tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this TENDER document, hereinafter called TENDER, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Empanelment of Travel Agent for Bank of Baroda, Baroda Corporate Centre for booking of domestic and international air tickets and other allied travel related services.

2. Project overview and scope of work

- 2.1. This Tender document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for providing services of booking air tickets for domestic and international travel as well as train tickets and other allied travel related services.
- 2.2. Now, Bank is in process of empanelment of Travel Agents for the same. For this purpose, Bank invites proposal from Bidders who are interested in participating in this Tender who fulfill the eligibility criteria mentioned under **Annexure-A** Apart from the above, the Bidder must also agree to all our terms & conditions mentioned under this Tender.
- 2.3. The detailed scope of work is mentioned in the **Annexure-B**. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of -24- months which may be extended up to -12- months entirely at the Bank’s discretion, subject to the satisfactory performance of the Travel Agency every year. If the registration certificate of International Air Transport Association (IATA) is withdrawn or cancelled during the contract period, then the contract of the Agency will automatically stand cancelled. The Bank reserves the right to cancel the agreement by giving one month’s notice in writing without assigning any reasons whatsoever.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in **Annexure-A**) and General terms and conditions specified in this document (mentioned in **Annexure-D**) and ready to provide the said “Services” in conformity with Scope of Work stipulated in **Annexure-B** may submit their Bids and the Bids must be dropped in Tender box **ONLY** kept at the office of the General Manager & Head (FM, COA & DMS) before the time line stipulated in the [A] Important Dates, at the address as under:

Assistant General Manager (Office Administration)

Bank of Baroda, 1st Floor, Baroda Corporate Centre, G- Block,

Bandra Kurla Complex, Bandra I, Mumbai- 400051.

No other mode of submission of Tender will be accepted. The detailed guidelines for submission of tender are mentioned in **Annexure-J**.

5. Bid Security (Earnest Money Deposit)

5.1.1. Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted along with the Tender document, failing which the bid of the concerned bidder may be rejected outright. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode (NEFT/RTGS) issued by a Commercial Bank (other than Bank of Baroda) located in India. The details of EMD must be provided as per **Annexure-M**. This Bid-security is valid for 6 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – BCC Office Admin and Security**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS (5th Character is “zero”)**

Non-submission of Earnest Money Deposit in the format prescribed in TENDER or those received after due date will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned (without interest) to them within 60 working days of opening of financial bids. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit. In case any of the bidder/ bidders fail to participate in the financial bid, the Bank shall have the right to proceed with the remaining bidder / bidders.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee within 30 days from the issuance date of offer letter from Bank, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the TENDER documents.

Unsuccessful Bidder's - Bid security money deposit or bank guarantee will be returned by the Bank within 60 working days of opening of financial bid. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and Tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the Tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the Tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

6. Performance Guarantee

- 6.1.1. All successful/ empanelled bidders are mandatorily required to furnish Performance Guarantee in the form of Bank Guarantee as per enclosed format (**Annexure-I**) for security deposit which is to be executed on non-Judicial stamp paper of Rs.500/- within 30 days from the date of receipt of the order or signing of the contract whichever is earlier for an amount of Rs.2,00,000/- (Rupees Two Lakhs only) for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.
- 6.1.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 6.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 6.1.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

7. Sub - Contracting:

The selected Travel Agent shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this Tender. In case any particular specialized service prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal/ response

document with all the details of the work/ services. Please note that no work/ services shall be subcontracted without the prior permission from the Bank in writing.

8. Service Level Agreement and Non-Disclosure Agreement:

8.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA), containing all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Offer Letter.

8.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any, shall be borne by the successful bidder.

9. Compliance with Laws:

9.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

9.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

10. Termination:

10.1. Bank reserves the right to terminate this TENDER at any stage without any notice or assigning any reason.

10.2. At any time during the course of the TENDER process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

10.3. After the award of the contract, if the selected bidder does not perform

satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

11. Penalties and liquidated damages:

The agency is expected to deliver the tickets/services expeditiously. Email copy of the tickets, wherever required, are required to be sent within thirty minutes of booking during office working hours. In case of delay beyond mentioned timeline, 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 / regular practice, the Bank may invoke clause 19 above, after giving prior notice supported by repeated exceptions to terminate the contract.

12. Grievance Redressal and Dispute Resolution:

- 12.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this TENDER may file a request to General Manager (FM, COA, RD, PD & Security) at gm.em.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in empanelment proceedings in accordance with the provisions of this TENDER. All letters must be addressed to the following:

General Manager (FM, COA, RD, PD & Security)
Bank of Baroda, Baroda Corporate Centre
C-26, G-Block, BKC, Bandra (East), Mumbai-51

Dispute Resolution:

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this TENDER.
- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may

require that the dispute be referred for resolution through formal arbitration.

- 12.5. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 12.6. The seat and place of arbitration shall be Court of Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 12.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

13. Governing Laws:

- 13.1. This TENDER and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this TENDER, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

14. Prevention of Corrupt and Fraudulent Practices:

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders must sign an integrity pact as per the **Annexure-C** of this TENDER.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
 - ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
 - ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 14.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent

practices in competing for the contract in question.

- 14.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15. Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

16. The bid submission by related parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this Tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this Tender for the same solution.

17. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this TENDER if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the TENDER document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the TENDER.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the TENDER
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the TENDER at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the Tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this Tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

18. Terms and conditions

- 18.1 The Tender document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 18.2 Information Provided: The TENDER document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this TENDER document.
- 18.3 For Respondent Only: The TENDER document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 18.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 18.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

- 18.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the TENDER document and the meaning and impact of that information.
- 18.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this TENDER document.
- 18.8 The issuance of TENDER document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this TENDER document that it has not relied on any idea, information, statement, representation, or warranty given in this TENDER document.
- 18.9 Acceptance of Terms: the bidders will, by responding to the Bank's TENDER document, be deemed to have accepted the terms as stated in this TENDER document
- 18.10 Only one submission of response to TENDER by each Respondent will be permitted.
- 18.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 18.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 18.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 18.14 The Bank will notify the Respondents in writing as soon as practicable after the TENDER Evaluation Complete date, about the outcome of the TENDER evaluation process, including whether the Respondent's TENDER response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 18.15 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of TENDER Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of TENDER response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to TENDER. The Bank has no liability to any Respondent who lodges a late TENDER response for any reason whatsoever, including TENDER responses taken to be late only because of another condition of responding.
- 18.16 The Bank has established TENDER coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's

decision making body for contract clarification. All the queries and communication must be addressed to the TENDER coordinators / contact persons from the Bank mentioned in “[A] Important Dates - TENDER Coordinator”

- 18.17 Recipients are required to direct all communications for any clarification related to this TENDER to TENDER Coordinator.
- 18.18 All questions relating to the TENDER, eligibility or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 18.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the TENDER closes and all such information and material provided must be taken to form part of that Respondent’s response.
- 18.20 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 18.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the TENDER closes to improve or clarify any response.
- 18.22 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting TENDER process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 18.23 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.24 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 18.25 The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this TENDER. In case the bidder does not quote for any of the components/services, the response would

be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- 18.26 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.27 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 18.28 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 18.29 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 18.30 Responses to this TENDER should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 18.31 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 18.32 The terms and conditions as specified in the TENDER and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 18.33 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this TENDER. The bidder represents that the proposal to be submitted in response to this TENDER shall meet the proposed TENDER requirement. If any services,

functions or responsibilities not specifically described in this TENDER are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this TENDER, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this TENDER and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this TENDER, the Bank expects the bidder to fulfill all the terms and conditions of this TENDER.

18.34 The bidder covenants and represents to the Bank the following:

- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.

18.35 The execution, delivery and performance under an Agreement by bidder:

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

18.36 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

18.37 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this TENDER and also would not return the bid documents to the Bidders

18.38 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

18.39 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor

deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

- 18.40 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 18.41 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 18.42 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 18.43 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 18.44 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 18.45 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 18.46 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of

services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

19. Abide with the universal human rights and banks Code of Ethics-

Successful Vendor/Service Provider/Supplier/ Travel Agent/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct.

20. Information Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current Tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

21. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Pre-Qualification/ Eligibility Criteria

Documentary evidence should be provided in support of compliance of each eligibility criteria. **Each page and all documents must be stamped & signed by the authorized signatory of the Travel Agent.** Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

1. The Travel Agency should have experience of at least 10 (Ten) years in the relevant field and providing such services to reputed Government institutional customers like Financial Institutions/Public Sector Banks/ PSUs/MNCs/ Large Corporates. **Relevant Experience certificate from such organisations clearly specifying the tenure of association must be enclosed.**
2. The Travel Agency should have at least one office in Mumbai/ Navi Mumbai/ Thane (Address of such service office and other details/registration under shop & Establishment Act, Mumbai to be provided)
3. The Travel Agency should be duly registered under the Shops and Establishment Act.
4. The Travel Agency should be a sole proprietor concern/ partnership firm/ company/ LLP and should be registered with Registrar of Firms/ Companies, wherever applicable.
5. The Travel Agency should have a valid GSTN Registration Number and PAN.
6. The Agency should have earned net profit in each of the last three financial years. Loss making entities will not be considered for empanelment.
7. The Agency must have a facility of user-friendly interface named Self Booking Tool (SBT) service/ portal where Corporate Codes of Bank of Baroda can be mapped and which makes it easy and convenient for the employee to self-book travel, saving cost to corporates for booking of tickets/ services through the portal using Login credentials provided to us. (Pre-configured all travel related benefits derived under corporate codes of Bank of Baroda that could be availed by bank employees). The discount offered by the Agent in Tender must reflect in the Invoices/bookings done through the SBT over and above the discount offered by Airline under Bank of Baroda Corporate Code.
8. Travel Agents must provide the other allied services such as web check-in, issuance of boarding passes, paid PRANAM bookings and other related services associated with the Air-ticket bookings and Train ticket bookings, wherever applicable without any service charges for the same.
9. The Agency must have an annual turnover of at least Rs.250 crore p.a. in each of the last financial years (2018-19, 2019-20 and 2021-22). As per Gol Notification No.19024/03/2021-E.IV dated 16.06.2022, criteria of Annual Turnover and profitability will not be applicable for three PSUs namely M/S Balmer Lawrie & Co. Ltd.(BLCL), M/s Ashoka Travels and Tours (ATT) and IRCTC.

CA Certified Copy for the mentioned financial years under consideration is a MUST. Provisional Turnover certificate of financial year 2022-23 also needs to be submitted. Being Covid-19 situation and travel restrictions, Annual Turnover and Profit/ Loss of FY 2020-21 will not be considered for evaluation.

10. The Travel Agency must have experience of executing similar works during last ten years ending March 2022 with annual billing of (i) more than Rs.10 crores for one Organization or (ii) more than Rs.5 crores each for two Organizations. Travel Agency must submit documentary evidence pertaining to work order and billing. Similar works means booking of air ticket and related service for Government Organization/ Financial Institutions/ Public Sector Banks/PSUs/MNCs/Large Corporates.
11. The Travel Agency should be approved by International Air Transport Association (IATA) and/ or as applicable and Central Government authorities for overseas/domestic air ticket bookings (Documentary proofs to be submitted).
12. The Travel Agency should have requisite infrastructure in the form of Airline Computerized Reservation System (CRS) ticketing facility of all airlines for domestic and international travel, electronic mail and other modern communication systems, along with provision for on line booking facility for the same to be extended to Bank of Baroda.
13. The Travel Agency should be prepared to deliver the requisite services through 24X7X365 call centre/ helpdesk facility.
14. The Travel Agency should be in a position to make available a dedicated staff onsite for catering to the needs or as per Bank's requirement.
15. The Travel Agency should be a direct agent of major airlines.
16. The Travel Agency should not have been blacklisted or removed by any Government / PSU/ Bank or Reserve Bank of India / IBA for corrupt or fraudulent practices or non-delivery or non-performance during the last three years as on the date of issuance of this tender.
17. The Travel Agency should be in a position to provide minimum credit period of 15 working days from the date of Fortnightly submission of invoice. Invoices should be raised immediately after the booking and sent to Travel desk of Bank by Email same day by EOD (DSR) and consolidated Fortnightly invoices (hard copy) has to be submitted immediately on next day of end of fortnight along with Air Ticket Copies, Airline GST Invoices of each Air Ticket Booked & copy of requisitions / request received from bank for booking the Air Tickets and other Allied services.
18. The Travel Agency shall submit Pre-Bid integrity Pact on Rs.500/- non judicial stamp paper along with Technical Bid as per the format given at **Annexure-C**.
19. Bank reserves the right to carry out capability assessment of the bidders and Bank's decision shall be final and binding in this regard.

The scope of work of the empaneled Agency is summarized hereunder:

- Booking and Issuance of international and domestic air ticket including pre-paid tickets.
- Booking and Issuance of Rail Tickets.
- Free Cancellation of Air/ Railway tickets of booked tickets as and when desired.
- Assistance for issuing/obtaining new passport/ renewal and miscellaneous passport related services.
- Assistance for obtaining visa and for that purpose submitting and collecting passport at the embassies.
- Travel Agents must provide the other allied services such as web check-in, issuance of boarding passes, paid PRANAM bookings and other related services associated with the Air-ticket bookings and Train ticket bookings, wherever applicable without any service charges for the same.
- Issuance of foreign exchange as per RBI guidelines.
- Obtaining Travel related insurance including overseas medical insurance.
- Ensuring receipts of proper statement from airlines on discounts gained on corporate codes secured by the Bank and ensuring proper utilization thereof.
- Assisting the Bank in securing corporate codes with other airlines.
- The Agency will be required to be available **24 X 7 X 365 days** for booking / cancellation of both domestic & international air tickets and other allied travel related services and also ensure availability of dedicated staff at Baroda Corporate Centre, BKC on demand.
- The Travel agent will have to provide prescribed travel related services in time. If the Agent fails to provide tickets and other Travel related services within the scheduled time, the Agency will be solely responsible for the same and no relevant payment will be made for it.
- The losses to the Bank which are directly attributable to the Agency shall be deducted from the bills /adjusted from the performance guarantee.
- The Travel Agency mandatorily have Computerized Reservation Ticketing facility (CRS) of all airlines for domestic and international Travel along with provision for on line booking facility for the same to be extended to Bank of Baroda.

- The Agency must have a facility of user-friendly interface named Self Booking Tool (SBT) service/ portal where Corporate Codes of Bank of Baroda can be mapped and which makes it easy and convenient for the employee to self-book travel, saving cost to corporates for booking of tickets/ services through the portal using Login credentials provided to us. (Pre-configured all travel related benefits could be availed by bank employees.)
- Travel Agent is required to submit bills, **on fortnightly basis** along with copies of air tickets, Airline GST Invoices & requisitions sent for bookings in respect of tickets booked during a fortnight. The bills should invariably contain Bank's reference number, and this should be generated within a maximum period of 30 days from the close of the said period. No claim shall be entertained after 30 days from the date of Booking. Credit notes in respect of cancelled tickets are to be submitted along with the bills for the respective Booking.
- Travel Agent should generate computerized billing and maintain all details of travel for various MIS report required by the Bank.
- Travel Agents should prepare daily statement of ticket booking and cancellations and submit the same to the travel desk of the Bank on the same day itself. (Daily Sale Report – DSR – Soft Copy)
- Travel Agents must provide the other allied services such as web check-in, issuance of boarding passes, paid PRANAM bookings and other related services associated with the Air-ticket bookings and Train ticket bookings, wherever applicable without any service charges for the same.
- The Agency shall be obliged to suggest cost-effective ticketing plan only under refundable basis. All tickets requested for domestic travel should be mailed to traveldesk.bcc@bankofbaroda.com and tickets requested for international travel should be mailed to intl-overseastravel.bcc@bankofbaroda.com in addition to the travelling employee and to the requesting email ID. These tickets/ related invoices should reflect the name of the person who has requested for the booking.
- Travel Agent must book the Air-tickets and other travel related services mandatorily under the **Corporate Code** allotted to Bank of Baroda by respective Airlines with which Bank enters into a Corporate Agreement with Airlines from time to time and also ensure proper utilization of corporate code. An undertaking will be kept on record to keep bank indemnified for any loss incurred arising out of any use / misuse of Corporate Code of Bank. It may also be noted that any loss incurred by Bank due to misuse/non-usage of corporate code will be viewed strictly, also resulting in Blacklisting of the Travel Agent from IBA upon Bank's recommendations.

- **Travel Agent should ensure receipts of proper statement from Airlines on discounts offered on corporate codes secured by bank and submit the same to Travel desk of Bank on fortnightly basis within 7 working days of end of Fortnight.**
- Travel agent may at its discretion arrange personal booking of train / air tickets for the staff members working with Bank of Baroda. These personal bookings must mandatorily be booked under Bank of Baroda Corporate Code allotted by Airline and must fetch same discount benefits as offered for Official travel related bookings. However, Bank will not take any responsibility for recovery of payment in respect of such Bookings.
- The Travel Agency will have to submit monthly statement of bills raised showing the amount of expenses on ticket booking airline wise/ sector wise/ booking type/ domestic/ international/ Airline-wise. Reconciliation should also be done on quarterly basis. Quarterly no dues certificate to be submitted, one month after end of preceding quarter.
- Applicable taxes will be deducted at source at the time of settlement of bills unless the bidder produces a certificate for exemption from the Income Tax authorities. TDS certificate will be issued by Bank of Baroda.
- The Travel Agency should be in a position to provide minimum credit period of 15 working days from the date of Fortnightly submission of invoice. Invoices should be raised immediately after the booking and sent to Travel desk of Bank by Email same day by EOD (DSR) and consolidated Fortnightly invoices, hard copy to be submitted immediately on next day of end of fortnight along with Air Ticket Copies, Airline GST Invoices of each Air Ticket Booked & copy of requisitions / request received from bank for booking the Air Ticket. All charges pertaining to the requested services should be claimed within a maximum period of 30 days from the initiation of request. No claim shall be entertained after 30 days from the date of booking. Credit notes in respect of cancelled tickets are to be submitted along with the bills for the respective booking. Bank shall make payment of bills submitted as above within a period of 15 working days from the date of submission of bills after scrutinizing and verifying the bills.

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as “Bidder”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Preamble

BOB is a one of the nationalized PSU Bank having its presence throughout India and _____ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers.

The BOB intends to appoint/ select, under laid down organizational _____ procedures, _____ contract/ _____ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

- (1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the BOB , personally or through its family members , will in connection with the Tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the Tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the Tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give

to any of the BOB employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the

Bidder(s)/Contractor(s) from the Tender process or take action as per law in force

Section 4 - Compensation for Damages

- (1) If the BOB has disqualified the Bidder(s) from the Tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The BOB will disqualify from the Tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) I Contractor(s) Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The name and address of the Monitor is given as under:-

Sr. No.	Name of IEM	Contact No.	Email address
1.	Mr. Harishwar Dayal		dayalagra@gmail.com

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /

Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact shall be effective from the date of its execution, and shall expires for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail

disqualification of the bidders and exclusion from future business dealings.

Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and TENDER/ RFQ/ Tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at _____ on _____

BOB

BIDDER

Name of the Officer:
Officer

Chief Executive

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

General Terms and Conditions for bidders

1. The details of inputs /information required to be submitted by the Agency is as per **Annexure-F** of Technical Bid.

2. The Agency must quote the most competitive discounts in the Performa enclosed in **Financial Bid (Annexure-H)**. The Bank will open Financial Bids of only those Agencies who have technically qualified as per prequalification criteria. Date & time of opening of Financial Bids shall be intimated to shortlisted Agencies separately.

3. The best competitive rates as prescribed at clause 1(A) in the Financial Bid **(Annexure-H)** above shall be determined from the quotations received from technically qualified bidders. The Agencies willing to extend their services at the highest determined discounts (Hs1*) shall be issued offer for empanelment. The Hs-2 onward bidders in descending order will be asked to match their offered discount with Hs-1 bidder. If Hs-2 onward bidders in descending order agree to match their offered rate with Hs-1, they will be selected for empanelment. Decision of Bank in this regard will be at the discretion of Bank and Binding on all the bidders.

***Note:-** The determination of empanelment of Hs1 bidder will be in two categories- (1) PSU Agency and (2) Private Agency. The PSU bidders have to match Hs1 quote of PSU category and Private bidders have to match Hs1 quote of private category.

Since, the SBT portal will be used by individual employees at large for booking of tickets and other allied services while travelling on official visit or for availing of LFC/ LTC, the distribution of business among empanelled bidders will be at the Bank's and employees' discretion based on the satisfactory services of respective agency and the same will be binding on all the bidders.

The offer based on the best competitive discounts in each category or any other parameters to be decided by Bank shall be accepted within **seven working days** from the date of issue of the offer. Failure to accept the offer within this period will automatically result in cancellation of the offer.

4. The Agency will be required to be available **24 X 7 X 365 days** for booking / cancellation of both domestic & international air tickets and other allied travel related services and also ensure availability of dedicated staff at Baroda Corporate Centre, BKC on demand.

5. (i) The EMDs of the unsuccessful bidder will be refunded without any interest. The EMD of successful bidder would be converted into an interest-free Security Deposit and shall not carry any interest and would be refunded at the time of end of the contract period. Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered.

(ii) The interest-free Security Deposit Rs.50,000/- (Rupees Fifty Thousand only) shall be forfeited by the Bank in case:

- The Bidding Travel Agency withdraws its services within first year of contract after acceptance of offer; or

- The Bidding Travel Agency makes any statement or encloses any document which turns out to be false, incorrect and/or misleading at any time and/or conceals or suppresses material information; or
- The Successful Bidding Travel Agency fails to sign the contract as mentioned in the Bid Documents.
- The Bidding Travel Agency's performance is found to be sub-standard or not acceptable.

The receipt so obtained may be submitted in Envelope – 1 of the tender. Tenders not accompanied with EMD's receipt and those received after due date will not be considered. Bank reserves the right to extend date declared for submission of bids by issuing a corrigendum.

6. The offer should be valid for a **minimum period of four months (120 Days)** from the date of opening of technical bid.

7. Discount offered on Air Ticket Booking should be straight and simple. No conditional discount will be given weightage for comparison purpose.

8. All the offers received will be scrutinized and short listed by the Bank. Based on the required specification and details submitted by the bidders, Bank may visit the offered sites for inspection / verification, if required. Travel Agents are required to assist the officials upon visit and provide requisite information, as desired. **Financial bids will be opened only if minimum two technically qualified bids are received in both the categories i.e. PSU and Private sector.**

9. The Travel agent will have to provide prescribed travel related services in time. If the Agent fails to provide tickets and other Travel related services within the scheduled time, the Agency will be solely responsible for the same and no relevant payment will be made for it.

10. The losses to the Bank which are directly attributable to the Agency shall be deducted from the bills /adjusted from the performance guarantee.

11. The tender document may be downloaded from our website: <https://www.bankofbaroda.com/tender.aspx>

12. All the pages/documents of the Tender documents should bear the date and signature of the tenderer. All the entries by the tenderer should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear initials and date of the tenderer. Corrections should be made by "writing-again" instead of "shaping or over-writing". Conditional/ incomplete/ late Tender application form will be immediately rejected.

- I. Percentage of discount in financial bid (**Annexure-H**) should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
- II. The Bank reserves the right to reject or accept any or all tenders without assigning any reasons and to restrict the list of pre-qualified Agencies to any number deemed suitable by it, if too many tenderers/ bidders are received satisfying the basic eligibility criteria.

13. Financial bids of the travel agencies who do not qualify the technical bid shall not be opened. Bank will not accept any conditional tender.

14. The Financial bids of tenderers who qualify Technical bid will be opened on a stipulated date by a committee constituted by the Bank for the evaluation of the application/bids after due intimation of date, time & venue to all the pre-qualified bidders/ tenderers.

15. The successful bidders have to execute an agreement with the Bank **as per banks standard format** on an appropriate stamp paper. **However Bank reserves the right to accept or reject any changes to the Agreement (If situation arises.)**

16. The Bank reserves the right to accept/reject any tender or to annul the bidding process at any time prior to award of the contract, without assigning any reason thereof or without incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) of the grounds of Bank's action. The Bank shall also have the right to restrict the list of bidders to any number as deemed suitable. Bank also has the right to reject all the applications and to go in for re-advertisement without assigning any reason thereof. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Other Terms and Conditions:-

1. The terms and conditions shall form part of the tender/bid to be submitted by the vendor to Bank of Baroda.
2. Tender/Bid document received by the Bank after due date and time i.e. after At **03:00 p.m.** shall be rejected outright.
3. All columns in the tender document must be duly filled and no column should be left blank. "Nil" or "Not Applicable" should be marked where there is nothing to report. All the pages of the tender documents should be signed by the authorized signatory along with stamp/seal of the tenderer. Any over-writing or use of white ink should be duly authenticated by the tenderer. The Bank reserves the right to reject tenders which are incomplete or where information submitted is found incorrect.
4. The offer should remain valid at least for a period of four months (120 DAYS) from the date of opening of technical bids. During the validity period of the offer, the vendor should not withdraw / modify the offer in terms of price and other terms and conditions quoted in the Technical and Financial bids. In case, validity period needs to be extended for final shortlisted bidder, the same may be done, if both parties mutually agree. An undertaking to this effect should be submitted along with the Technical Bid.
5. Any dispute arising in this regard shall be subject to jurisdiction of courts in Mumbai only.
6. The final agreement to contract would be executed as per Bank's standard format. However, Bank reserves the right to accept or reject any changes to the agreement. (If situation arises).
7. Intending bidders are advised to sign and stamp all the pages of technical as well as financial bid.

Covering Letter for Technical Bid

(To be submitted on letterhead of the bidders along with Technical Bid)

Date:

The Assistant General Manager,
Office Administration
Baroda Corporate Centre
C-26, G Block,
BKC, Bandra East
Mumbai – 400 051.

Dear Sir

Sub:- Tender for Empanelment of Travel Agents for booking of Domestic and International Air Tickets, train tickets and other Allied travel services

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
8. We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER and the related addendums and other documents. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept



any such extraneous conditions and deviations will be final and binding on us.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Technical Bid Format

1.	Name/Address of Travel Agency Office/Unit situated in Mumbai, Navi Mumbai, Thane as mentioned in para 2 of Annexure A, with Tel. No., Fax No. Mobile No & Email Address. (Please attach proof of address and mention Name Of contact person)	
2	Type of Organization (Proprietorship, Partnership, Private Ltd, Public Limited Company/LLP.) (Please attach proof/supporting documents)	
3	Year of Incorporation /Constitution	
4	PAN No. (Please attach copy of PAN CARD)	
5	GST No (Attach Copy of GST Registration Certificate)	
	Statutory requirements	
6	Please state whether the Travel Agent is registered under Shops and Establishment Act. (Please attach copy of Registration certificate of Mumbai).	
7.	Total No. of Employees & Number of Employees in Mumbai Office.	
8	Name & contact details of Proprietor / Partners / Directors and their designation	
9	Experience as desired in Point 1 of page 10 (Please attach experience certificate clearly specifying the period of experience from relevant organization)	
10	Nature of Business carried out by Travel Agency	
11	Branches in other cities in India & Abroad (attach list)	
12	Any Sister Concerns & their address.	
13	24 Hours Helpline Numbers & On Line Booking Facility	

14	Whether the Agency is equipped to provide services on Sundays /Holidays i.e. 24x7x365					
15	Annual turnover and quantum of profit for the last 4 Financial years. Please attach - A)Copies of -3- years audited balance sheet & provisional B/S of 2022-23 B) Copies of last -3- years CA Certified Annual Turnover Certificate & C) Provisional Turnover Certificate for 2022-23 (*FY 2020-21 will not be considered for evaluation as per para 9 of Annexure A)		2018-19	2019-20	2021-22	2022-23 (Provisional)
		Annual Turnover (In Crores)				
		Net Profit (In Lakhs)				
16	IATA Registration No. (Please attach copy)					
17	Whether registered with Registrar of Firms/Companies Date of Registration (Attach copy of Registration)					
18	Whether the Agency is an income tax assessee with valid PAN number and having filed its Income Tax return for the last four assessment years i.e. AY 2019-20 ,AY 2020-21, AY 2022-23 (Attach copy of Income Tax returns for all the three financial years).					
19	Banker's name and address. (Please attach -6- months' Bank A/c Statement)					
20	Whether the Travel agent is equipped with the requisite infrastructure in the form of Airline Computerized Reservation System (CRS), Self Booking Tool (SBT) portal, electronic mail facility and other updated modern communication systems.					
21	Whether Agency is in position to deploy dedicated staff at the premises of Bank's Corporate Office to cater to the needs/ requirement of the Bank.					
22	Declaration on the letterhead of the firm stating that the Travel Agency have not been blacklisted or removed by any Government/PSU/Bank or RBI/IBA for corrupt or fraudulent practices or non-delivery or non-performance during the last three years as on date of issuance of this advertisement.					

23	List of major existing clients for similar services. (Also mention telephone number and contact person of such clients.)	
24	List of major clients in the past 3 years for similar services with duration & Exact period of Contract. (Certificate from client and annual billing proof to be attached as per point no.10 of Annexure-A)	
25	Any other information / document which may help us in assessing bidder's capability for award of contract.	

Undertaking:

I/We hereby certify that all the information furnished above is fully correct & true to my knowledge. I/We have no objection if Bank verifies any or all the information furnished in this document with the concerned authorities, if necessary.

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

Signature of Proprietor / Partner / Director

Authorized Signatory with Seal /

Stamp

Place:

Date:

Enclosure:

COVERING LETTER FOR FINANCIAL BID

(To be submitted on letterhead of the bidders along with Financial Bid)

Date.....

The Assistant General Manager,
Office Administration
Baroda Corporate Centre
G Block, BKC
Mumbai - 400 051.

Dear Sir,

Tender for Empanelment of Travel Agents for booking of Domestic and International Air Tickets, train tickets and other Allied travel services

1. We agree and undertake to abide by the bid terms of Bank of Baroda including the discounts offered (as per **Annexure-H**) therein for the job awarded by Bank of Baroda up to the period prescribed in the Bid, which shall be final, conclusive and remain binding upon us.
2. We agree and undertake that, in competing for (and, if the bid is accepted by you) the above contract, we will strictly observe the laws *inter alia*, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all the applicable laws.
3. We agree that the offer of the contract, based on the lowest bid price in each category of service or any other price to be decided by the Bank, issued to the agencies to be empanelled would need to be accepted within seven working days from the date of issue of the offer. Failure to accept the offer within this period will result in cancellation of the offer.
4. We agree and confirm that Bank is not bound to accept the lowest/highest discount offer or any other tender Bank may receive and reserve the right to reject all or any bid or cancel/re-issue the Tender without assigning any reason whatsoever. Any decision in this regard by the Bank shall be final, conclusive and binding on us.

Signatures of authorized signatory:

Name of the Signatory:

Seal of the Agency

Dated this _____ Day of _____ Month in 2023

FORMAT FOR FINANCIAL BID

Name/Address of Travel Agency with Tel. No. Fax No. Mobile No & Email Address.	
---	--

1.	Air Travel	
1/A	<u>Booking</u>	Discount (in % age) On Basic Air fare only
	i) Domestic Air Ticket	
	ii) International Air Ticket	

2.	Rail Travel (Mandatory Service)	Service Charge Per Ticket (in `)	Cancellation Charge Per Ticket (in `)
	A. Normal Ticket	As per IRCTC Charges.	As per IRCTC Charges.
	Booking		
	Cancellation	(No extra charges shall be paid)	(No extra charges shall be paid)
	B. Tatkal Ticket		
	Booking		
	Cancellation		
3.	Credit period (<u>beyond minimum 15 working days of Fortnightly submission of Invoices for Payment</u>)		
4.	Services that could be offered other than those specified in the scope of work.		

Note:

1. No service charges shall be paid extra for booking, delivering, rescheduling and cancelling tickets.
2. The GST as per prevailing statutory provisions shall be paid by the Bank. No other taxes or charges will be borne by the Bank.
3. Shall arrange Travel Insurance without any service charges.
4. Visa, passport, international travel insurance related activities shall be done by the agencies without service charges. Actual Visa/Embassy/Insurance Charges etc. shall be reimbursed at actual on production original bills/receipts.

5. The agency shall arrange airport facilitation for Senior Executives of the Bank (ED and MD) free of cost.
6. Discount to be offered will be applicable on the Basic fare for each valid ticket booking made by the Bank. Agencies are required to quote consolidated discount on **Base Fare only (no other components to be considered)** for **All Airlines** (Domestic & International).
Airline-wise (Domestic / International) discount shall not be entertained and would be liable for rejection of bid/s.

Evaluation Methodology for determining ‘Hs-1’ bidder:

The evaluation of offers shall be done on the basis of combined weightage score, wherein the bidders shall be ranked in terms of the total score obtained. Only Section – 1 (Air Travel) will be considered for combined weightage scoring.

80% weightage will be considered for Section-1/A/(i) and 20% weightage to be considered for Section-1/A/(ii).

The total combined score shall be arrived at by weighting the Percentile Scores of all the aforesaid sections and adding them up as per following formula:

$$\text{Total Combined score} = \{W1 \times S1\} + \{W2 \times S2\}$$

W1 : Weightage for Section-1/A/(i), i.e **0.8**

S1 : Weighted Score for Section-1/A/(i) – Domestic Discount (Directly proportional)

S1 is calculated as --- Discount offered by a bidder divided by Maximum Discount offered among the qualified bidders

W2 : Weightage for Section-1/A/(ii), i.e **0.2**

S2 : Weighted Score for Section-1/A/(ii) – International Discount (Directly proportional)

S2 is calculated as --- Discount offered by a bidder/ Maximum Discount offered among the qualified bidders

The bidder obtaining the highest total combined score will be ranked as Hs-1 and will be declared as successful bidder.

An example, for reference and clarification purpose only, is given below:

Suppose there are three technically qualified bidders (A, B & C). Discount offered by them in both the sections are as follow:

Bidder	Discount offered in Section -1/A/(i) (<i>Domestic</i>)	Discount offered in Section -1/A/(ii) (<i>International</i>)
A	2.75 %	1.75 %
B	2.50 %	2.05 %

C	3.00 %	1.65 %
---	--------	--------

For the purpose of evaluation, three bidders will be given Percentile scores as under:

Bidder	Score in Section -1/A/(i) -- {S1}	Score in Section -1/A/(ii) -- {S2}
A	91.67	85.36
B	83.33	100
C	100	80.49

Total Combined score of the bidders as per the aforesaid formula will be as under:

$$\begin{aligned}
 A &= \{0.8 \times 91.67\} + \{0.2 \times 85.36\} = 90.41 \text{ (Hs2)} \\
 B &= \{0.8 \times 83.33\} + \{0.2 \times 100\} = 86.66 \text{ (Hs3)} \\
 C &= \{0.8 \times 100\} + \{0.2 \times 80.49\} = 96.10 \text{ (Hs1)}
 \end{aligned}$$

The order will be placed in favour of **Hs1** bidder, i.e. '**C**', after assessing the reasonability of their rates.

Signature of the bidder with seal

Place:

Date:

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

(To be executed on Non-judicial Stamp Paper)

Date:-

To,
Bank of Baroda
Baroda Corporate Centre
G Block, BKC,
Mumbai - 400 056

Bank Guarantee No.:-
Amount: - Rs.2,00,000/- (Rupees Two Lakhs Only)
Valid Up to:-
(FORMAT OF PERFORMANCE BANK GUARANTEE)

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "TENDER"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and TENDER document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at and a branch inter alia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)
.....through our local office at
..... India furnish you the BANK GUARANTEE in manner
hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and TENDER / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or TENDER document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and TENDER.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and TENDER or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and TENDER and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to

- sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
 6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
 7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and TENDER and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
 9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and

- c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....
For and on behalf of
Branch Manager
Seal and Address

GUIDELINES TO TRAVEL AGENT FOR SUBMISSION OF TENDER

The tender documents complete in all respect **must** be dropped in tender box kept at the office of the General Manager & Head (FM, COA, PD, RD & Security) before **3.30 pm** of **25-05-2023** at the address as under:

Assistant General Manager (Office Administration)
Bank of Baroda
1st Floor, Baroda Corporate Centre, G- Block,
Bandra Kurla Complex, Bandra I, Mumbai- 400051.

1. The complete tender documents (Technical Bid and Financial bid) in separate sealed envelopes, duly marked as “Technical Bid” and “Financial bid” are to be placed in a single cover superscribed “**Tender for empanelment of Travel Agent**” along with credentials as mentioned in Technical Bid should be submitted.
2. The application has to be submitted in **three separate envelopes** as under:
 - (i) **Envelope marked as I: Technical Bid**, duly completed in all respects, be put in this envelope and duly sealed. The envelope to be super scribed as “**Technical bid for empanelment of Travel Agent**”.
 - (ii) **Envelope marked as II: Financial bid** be put in this envelope and sealed. This envelope to be super scribed as “**Financial Bid for empanelment of Travel Agent**”. The envelope will be opened only if the Technical Bid is found suitable as per the criteria and parameters for selection for the purchase of Travel Agent. The date of opening will be intimated to the bidders separately.
 - (iii) **Envelope marked as III: Master Envelope** – The above two sealed envelopes No. I (Technical Bid) & No. II (Financial Bid) be placed in envelope No. III (Master Envelope) and sealed (i.e. envelope marked as III, will contain two envelopes marked as (I & II). This envelope marked as No. III would be superscripted as “**Tender for empanelment of Travel Agent**”
3. **The duly filled-in, signed, sealed and super scribed tender document complete in all respect to be dropped in tender box ONLY kept at the office address as above. No other mode of submission of Tender will be accepted.**
4. Offers from Brokers/ Intermediaries shall not be entertained. Canvassing in any form will lead to disqualification of the bid submitted.

5. **Earnest Money Deposit (EMD):** The Earnest Money Deposit amounting to Rs.50,000/- (Rupees Fifty Thousand only) must be deposited by each tenderer. EMD will be waived for service providers having valid relevant MSME registration certificate and Government Organizations. If aforesaid valid MSME or NSIC registration certificate is not found then Bank will reject the Bid considering as without EMD. Micro and Small Enterprises need to submit the declaration with respect to EMD exemption. Format of declaration is attached (**Annexure-O**). The EMD may be credited through electronic mode (NEFT/IPMS) to Bank of Baroda's Account. Details of account for depositing EMD is as under:

OD Account No – 29040400000417

Account Name – BCC Office Admin and Security

IFSC code – BARB0BANEAS (5th Character is “ZERO”)

Branch – BKC Branch, Mumbai

The receipt so obtained may be submitted in separate Envelope marked “**EMD RECEIPT**” of the tender. Tenders not accompanied with EMD's receipt and those received after due date will not be considered. Bank reserves the right to extend date declared for submission of bids by issuing a corrigendum.

The Technical bid of the bidders who do not deposit such EMD shall not be opened and their offer shall stand automatically rejected. EMD will be forfeited if the bidders fail to honor the commitment in any manner. EMD of unsuccessful bidders will be returned (without interest) within 60 working days of opening of financial bids. In case any of the bidder/ bidders fail to participate in the financial bid, the Bank shall have the right to proceed with the remaining bidder / bidders.

6. All the requisite documents/ proof of evidence mentioned in the respective annexures must be attached duly self-attested by the Authorized Signatory.

For any clarification/query, contact numbers /e-mail are:

022-6698 5180/ 5182/5176

traveldeskbcc@bankofbaroda.com

oa.bcc@bankofbaroda.com

Evaluation Terms

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid (as per **Annexure-F**)
- ▶ Stage 2 – Commercial / Financial Bid (as per **Annexure-H**)

Technical bids shall be opened in the presence of a committee constituted by the Bank. Technical Bids shall be evaluated based on the documents/information furnished by the applicants/bidders, eligibility criteria prescribed by the Bank, inspection of office premises and infrastructure of the applicants/bidders, etc. During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its Tender. The request for clarification and the response shall be in writing, and no change in the substance of the Tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

If required, the Bank will arrange to inspect the Office Premises and status of Bidders/Tenderers through its Officials to verify the existence of firm/establishment, its infrastructure and status of the firm/establishment of Bidders/Tenderers in providing efficient services of air booking so as to take a decision about the qualification of the applicant in “Technical Bid” evaluation. The decision of the Bank in this regard shall be final and binding on the Tenderers. In case of any variations / deviations found during the inspection stipulated by the tenderers in their technical bid, the same will be recorded by the Bank and bid shall be summarily rejected on basis the said deviation.

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

To

Bank of Baroda
Baroda Corporate Centre
C-26,G-Block
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned TENDER and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the TENDER and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and TENDER and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of TENDER and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Bid Security/ Earnest Money Deposit (EMD) Letter

To,

Assistant General Manager
(Office Administration)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: TENDER FOR EMPANRLMENT OF TRAVEL AGENT.

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. 50,000/- (Rupees fifty thousand Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS (5th Character is "zero")

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit)as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.



A/C Name:

A/C No.(Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Pre-Bid Queries Form

(Please note that all pre-bid queries need to be sent by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Tender name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

BID SECURITY DECLARATION FORM

Date:
.....

TENDER/ Tender No:

To (Insert complete name and address of the purchaser)

1. I/We, the undersigned, declare that M/s..... is a Micro and Small Enterprise and the copy of registration certificate is issued by NSIC/DIPP for Micro and Small Enterprise (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We, understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

- 2A. As per the tender / TENDER no: floated for at para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish

the Performance Security, in accordance with the instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I/We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

SERVICE LEVEL AND NON DISCLOSURE AGREEMENT

This Agreement is made in Mumbai this..... Day of 2023 by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____ a company incorporated under the....., having its registered office at _____ hereinafter referred to as “the Travel Agent” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Travel Agent hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

BOB is one of the largest Public Sector Banks in India and has international operations in 23 other countries. BOB has implemented a robust technology infrastructure in India and abroad. **(please mention more details, if required)**

BOB intent to empanel competent Travel Agents for providing services of booking air tickets for domestic and international travel as well as train tickets and other allied travel related services. The work in this tender will focus across Bank of Baroda, Baroda Corporate Office only.

For this purpose, BOB had issued the TENDER No._____ Dated _____ and had invited the Tenders from the eligible participant

In response to TENDER issued by BOB, the Travel Agent also submitted its offer and has represented that it is engaged in the business of _____ and services related to it. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Travel Agent and other applicable criteria, the Travel Agent was

declared as a successful bidder in the TENDER evaluation process. Accordingly BOB has issued a _____ dated _____ to the Travel Agent.

It was a condition in the TENDER that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

2. TERM AND RENEWAL

This Agreement shall come into force on (Date) and shall be in force and effect for a period of 24 months, unless BOB terminates the Agreement as per the terms of this Agreement.

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for the period of 12 Months, on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.

3: SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

3.1 The Travel Agent agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in **Annexure-B** of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment.

4. TIMELINE AND REPORTING MECHANISM

4.1 The Travel Agent should adhere to the timelines and reporting mechanism as mentioned in **Annexures B and D.**

5. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details - designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

6. PAYMENT TERMS:

6.1 The payments shall be released by BOB's Corporate Office.

6.2 The Bank will release the payments only on receipt of all the relevant invoices, Airline GST Invoices and requisitions for booking the services, within a period of 15 working days from its receipt. Any dispute regarding the relevant invoices will be communicated within 30 days from the date of its receipt. In case of dispute, Bank will make payment within 30 days from the date the dispute stands resolved.

7. SET-OFF

7.1 Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the Travel Agent against payments due and payable by Bank to the Travel Agent for the services rendered.

7.2 The provisions of this Clause shall survive the termination of this Agreement.

8. COVENANTS OF THE TRAVEL AGENT:

8.1 The Travel Agent shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services.

8.2 The Travel Agent shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

8.3 All employees engaged by the Travel Agent shall be in sole employment of the Travel Agent and the Travel Agent shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury /death / termination) of any nature to the employees and personnel of the Travel Agent.

8.4 The Travel Agent:

- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Travel Agent for any amount due or claimed to be due by the Travel Agent from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Travel Agent from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Travel Agent as contemplated by this Agreement.
- shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- Travel Agent shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

9.. CONFIDENTIALITY:

9.1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Travel Agent or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Travel Agent irrevocably agrees and undertakes and ensures that

the Travel Agent and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Travel Agent of its obligations hereunder.

9.2 The Travel Agent shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Travel Agent obligation under this Agreement.

9.3 The Travel Agent shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

10.4 The Travel Agent shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Travel Agent shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Travel Agent or its affiliates.

10.5 The Travel Agent shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

10.6 The Travel Agent hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

10.7 It shall be the incumbent duty of the Travel Agent to undertake not to disclose any business related information of BOB to any third person and the Travel Agent shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Travel Agent nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

10.8 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Travel Agent at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Travel Agent from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

10.9 The Travel Agent agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

10.10 Notwithstanding above bob shall take all the reasonable care to protect all the confidential information of Travel Agent delivered to BOB while performing of the services.

10.11 The provisions of this Clause shall survive the termination of this Agreement.

11. INDEMNITY

11.1 The Travel Agent shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:

Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Travel Agent under this assignment ; and/or

- ▶ Negligence or willful misconduct of the Travel Agent and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Travel Agent, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Travel Agent to its employees, its agents, contractors and sub-contractors
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Travel Agent under this assignment; and/or
- ▶ breach of confidentiality obligations of the Travel Agent; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notifies the Travel Agent in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Travel Agent in the defense

and settlement of the claims.

the Travel Agent shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Travel Agent shall without additional cost to the Bank, shall offer either:

- 1) Replace or modify the deliverables which are functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) obtain a license for the Bank to continue the use of the deliverables, as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels; or

If the Travel Agent fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the Travel Agent shall refund to the Bank the amount paid for the infringing deliverable's and bear the incremental costs of procuring a functionally equivalent deliverables from a third party selected by bank,

However The Travel Agent shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- ▶ any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

11.2 In the event of Travel Agent not fulfilling its obligations under this clause within the period specified in the notice issued by BOB, BOB has the right to recover the amounts by invoking the security or the amount due to it under this provision from any amount payable to the Travel Agent under this project.

11.3 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

12. PENALTIES AND LIQUIDATED DAMAGES:

The agency is expected to deliver the tickets/services expeditiously. Email copy of the tickets, wherever required, are required to be sent within thirty minutes of booking during office working hours. In case of delay beyond mentioned timeline, 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 / regular practice, the Bank may invoke clause 19 above, after giving prior notice supported by repeated exceptions to terminate the contract.

The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the Travel Agent to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Travel Agent shall not dispute the same.

If the Travel Agent fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another Travel Agent as per choice of BOB and Travel Agent shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

13. CONTRACT PERFORMANCE GUARANTEE

Travel Agent, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs 2,00,000/- (Rupees Two Lakhs Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of six months with additional claim period of three months after expiry of validity period.

14. TERMINATION

14.1 The BOB shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Travel Agent at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Travel Agent's professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

In following events Bank shall terminate this assignment or cancel any particular services if Travel Agent:

breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- ▶ Failure by Travel Agent to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ The progress regarding execution of the contract/ services rendered by the

Travel Agent is not as per the prescribed time line, and found to be unsatisfactory.

- The Travel Agent commits a breach of any of the terms and conditions of this contract.
- Travel Agent goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.
- If deductions of penalty exceeds more than _____ % of the total contract price.

14.2 During the agreement, if the Travel Agent does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Travel Agent is bound to make good the additional expenditure, which the BOB may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract. This clause is applicable, if for any reason, the contract is terminated on the defaults mentioned above.

14.3 BOB reserves the right to recover any dues payable by the Travel Agent from any amount outstanding to the credit of the Travel Agent, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

14.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

14.5 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

14.6 Upon the termination or expiry of this Agreement the rights granted to the Travel Agent shall immediately be terminated.

15. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

16. LAW, JURISDICTION AND DISPUTE RESOLUTION

16.1 The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

16.2 ARBITRATION

- a) BOB and the Travel Agent shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Travel Agent have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent OR the number of arbitrators shall be three, with each Party to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- c) The place of arbitration shall be at Mumbai
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

17. AUDIT:

17.1 BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Travel Agent.

17.2 The Travel Agent should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Travel Agent within a reasonable time failing which the Travel Agent will be liable to pay any charges/ penalty levied by RBI.

18. LIMITATION OF LIABILITY

18.1 Notwithstanding, the contents of para 24.2 of this Agreement, the Travel Agent's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual and limited to the total contract value.

18.2 The Travel Agent's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Travel Agent, its employees and/ or subcontractors or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

18.3 BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party modules or proprietary information supplied by the Travel Agent as part of this Agreement.

18.4 Under no circumstances BOB shall be liable to the Travel Agent for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

18.5 Under no circumstances BOB shall be liable to the Travel Agent for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

18.6. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

18.7. All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party.

19. PUBLICITY

The Travel Agent shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

20. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Travel Agent acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

21. SUBCONTRACTING:

The Travel Agent shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the BOB.

22. NON – SOLICITATION

The Travel Agent, during the term of the contract shall not without the express written consent of BOB, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

23. VICARIOUS LIABILITY

The Travel Agent shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Travel Agent and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of

employees, agents, contractors, subcontractors etc., by the Travel Agent for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Travel Agent shall be paid by the Travel Agent alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Travel Agent 's employees, agents, contractors, subcontractors etc. The Travel Agent shall agree to hold the BOB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the BOB through the action of Travel Agent 's employees, agents, contractors, subcontractors, etc.

24. FORCE MAJEURE

24.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

24.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

25. NOTICES AND COMMUNICATIONS

25.1 All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

For Travel Agent	Bank of Baroda

25.2 Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

26. MISCELLANEOUS

26.1 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

26.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

26.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of TENDER, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

26.4 Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

26.5 In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

26.6 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

26.7 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

26.8 Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided, BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Travel Agent.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named



BOB, by the hand of Sri -----,

For Bank of Baroda

its authorized official in the presence of:

- 1.
- 2.

Signed and Delivered by the within named _____ by the hand of Sri-----

For _____ its authorized official in the presence of:

- 1.
- 2.