



Tender for Appointment of Travel Agent in Bank of Baroda, Baroda Corporate Office, Mumbai for Booking of Domestic and International Air Tickets & Other Allied Travel Services

Issued By:

**Bank of Baroda, Corporate Office Administration Dept.,
Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051**

BID Reference: BCC:OA:RFP:113: Dated 19/05/2021

Email: oa.bcc@bankofbaroda.com

Website: www.bankofbaroda.in

Contact: 022-66985182/5176

Tender for Appointment of Travel Agent in bank of Baroda, BCC for booking of Domestic & International Air Tickets and Other Allied Services

**Tender document for Appointment of Travel Agent in Bank of Baroda, Baroda
Corporate Office, Mumbai for Booking of Domestic and International Air Tickets & Other
Allied Travel Services**

TENDER SUBMITTED BY: M/S. _____

**LAST DATE FOR SUBMISSION
OF TENDER DOCUMENTS : 09/06/2021(up to 3.00 pm)**

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TENDER NOTICE

Bank of Baroda invites sealed tenders from reputed travel agents in Mumbai/Navi Mumbai/Thane for engaging the services of Domestic / International Air and Rail Ticket Bookings for various Business related travels in India and Abroad of its Executives / Officers.

Tender forms and complete details are available on Bank's website www.bankofbaroda.com/tenders.aspx from 19/05/2021 to 09/06/2021.

Corrigendum/ Addendum, if any, shall be communicated through Bank's website only. Intending bidders are requested to visit Bank's website regularly, till last day of submission.

**SUDHAKARA D. NAYAK A.
GENERAL MANAGER & HEAD
(FM, COA, PD, RD & SECURITY)**

**CORP. OFFICE ADMINISTRATION
BCC, MUMBAI
REFERENCE: BCC:OA:RFP:113:
DATE: 19.05.2021**

DISCLAIMER

Bank of Baroda, Mumbai has prepared this document to give background information on the **tender** to the interested parties. While Bank of Baroda has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Bank of Baroda nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by BANK OF BARODA in submitting the application forms. The information is provided on the basis that it is non-binding on Bank of Baroda or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Bank of Baroda reserves the right not to proceed with the **appointment** or to change the **terms and conditions** of the **tender**, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

INSTRUCTIONS TO TRAVEL AGENT

The tender documents complete in all respect may be dropped in tender box kept at the office of the General Manager & Head (FM, COA & DMS) at the address as under:

General Manager and Head (FM, COA, Security & DMS)
Bank of Baroda
1st Floor, Baroda Corporate Centre, G- Block,
Bandra Kurla Complex, Bandra I, Mumbai- 400051.

The last date for submission of tender form is 09/06/2021 up to **03:00 p.m.**

2. 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 appointment of Travel Agent**” along with credentials as mentioned in Technical Bid should be submitted.

3. 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 appointment 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 appointment 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 superscribed as “**Tender for Travel Agent**”

4. The duly filled-in, signed, sealed and super scribed tender envelope must be dropped in the Tender Box placed at the above mentioned address.

5. The Technical Bid will be opened on 09/06/2021 at **3:30 p.m** at the above mentioned address in presence of the authorized representative of bidders/offerers (One representative from each company). All the bidders are advised in their own interest to be

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present on that date at the specified time. No separate intimation will be given in this regard. It is advised to the bidders' representatives to carry/show the authority letter from their respective firm/s to attend the meeting for opening of Technical Bid as well as Financial Bid (In the absence of an authority letter the bidder would not be permitted to attend the meeting).

6. Bidder to submit duly signed Integrity Pact in proforma given in Tender document. Name of Independent External Monitor:

**Mr.Harishwar Dayal,
email:dayalagra@gmail.com**

7. Offers from Brokers/ Intermediaries shall not be entertained. Canvassing in any form will lead to disqualification of the bid submitted.

8. Bank reserves the right to reject / accept any tender without assigning any reason whatsoever. Bank's decision in this regard is final.

9. Bank reserves the right to terminate a contract by giving 30 days' notice and without assigning any reasons thereof.

10. Bidders are requested to study the terms and conditions carefully and then submit tenders accordingly.

11. Travel agent may at its discretion arrange personal booking of train / air tickets for the staff members working with Bank of Baroda. However, Bank will not take any responsibility for recovery of payment in respect of such Bookings.

12. Discount offered on Air Ticket Booking should be straight and simple i.e. on the BASE PRICE. No conditional discount will be given weightage for comparison purpose.

13. Travel Agent is required to submit bills in respect of tickets booked, **on fortnightly basis** along with copies of air tickets, Invoice generated by the Airline Company in Bank's name with its GST number (A separate GST invoice by the agent if service charges are charged by the agency). 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.

14. 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 with Air Line invoices, Airline MIS reports & GST Invoices.**

15. Travel Agent should generate computerized billing and maintain date of travel for various MIS report required by the Bank. The same MIS report

16. 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)

17. Travel Agent should incorporate the **Corporate Code** allotted to BOB in the tickets for respective Airlines with which Bank enters into a Corporate Agreement from time to time and 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.

19. Travel Agent should ensure receipts of proper statement from Airlines on discounts offered on corporate codes secured by bank and submit the same to Traveldesk of Bank on fortnightly basis within 7 working days of end of Fortnight.

20. 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 bidders** are short listed.

21. **Earnest Money Deposit (EMD):** The Earnest Money Deposit amounting to Rs.50,000/- (Rupees Fifty Thousand only) must be deposited by each tenderer. The EMD may be credited through electronic mode (NEFT/IPMS) to Bank of Baroda's Account. Details are 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 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.

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 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.

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

022-6698 5173/5054/ 5182/5175

traveldeskbcc@bankofbaroda.com

oa.bcc@bankofbaroda.com

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 5 (five) 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 an annual turnover of at least Rs.50 crore p.a. in each of the last three financial years (2017-18, 2018 – 19 and 2019 – 20). **CA Certified Copy for the mentioned financial years under consideration is a MUST**
8. The Travel Agency must have experience of executing similar works during last three years ending March 2020 with annual billing of (i) more than Rs.10 crores for one Organisation 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 Organisation/ Financial Institutions/ Public Sector Banks/PSUs/MNCs/Large Corporates.
9. 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).
10. The Travel Agency should be equipped with the requisite infrastructure in the form of Airline Computerised Reservation Systems (CRS), electronic mail and other modern communication systems.

11. The Travel Agency should be prepared to deliver the requisite services through 24X7 call centre/ helpdesk facility even on Sundays / Holidays also, if so required.
12. The Travel Agency should be in a position to deploy a dedicated staff onsite for catering to the needs or as per Bank's requirement at Baroda Corporate Centre, BKC.
13. The Travel Agency should be a direct agent of major airlines.
14. 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.
15. 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 travel **and sent to Travel desk of Bank by Email but to be consolidated & submitted on Fortnightly basis within 7 days of end of fortnight**
16. 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-III
17. **Termination**
Bank reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder. Excess expenditure incurred on account of such termination will be recovered from the Security Deposit or will be appropriated against the pending bills or by raising a separate claim.
18. **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.

19. **Conciliation / Arbitration**

In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Travel Agent in any manner

touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by the GM (FM,COA,DMS & Security) of Bank of Baroda. The award of the Arbitrator shall be binding upon the parties to the dispute. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Mumbai and the language of the proceedings shall be in English. Subject to the above, the Courts at Mumbai alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract. The cost of arbitration shall be borne equally by both the parties. Work under the contract shall be continued during the arbitration proceedings. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the EMD, penalty as may be decided by the Bank and future blacklisting of the Travel Agent.

20. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely Bank of Baroda and the Travel Agent. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the clause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the said clause respectively. If deliveries are suspended by the Force Majeure conditions, Bank of Baroda shall have the option of cancelling this contract in whole or part at his/her discretion without any liability at his/her part.

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

21. Applicable Law and Jurisdiction

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

22. No alternative offer shall be considered.

23. Process for evaluation of Technical Bid: 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. 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.

General Instructions for submission to bidders

1. The details of inputs /information required to be submitted by the Agency is as per **Annexure-B** of Technical Bid.
2. The Agency must quote the most competitive rates in the Performa enclosed in **Financial Bid (Annexure – E)**. 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 (b) in the Financial Bid above shall be determined from the quotations received from technically qualified bidders. The Agencies (not exceeding three), willing to extend their services at the determined rates (H1) shall be issued offer for enlistment. The offer based on the best competitive rates in each category or any other price 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 scope of work of the enlisted 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 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.
 - 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.
5. The Agency will be required to be available **24 X 7 X 365 days** for booking / cancellation of both domestic & international air tickets and also ensure availability of dedicated staff at Baroda Corporate Centre, BKC on demand.
6. The Travel Agency will be responsible for compliance with all central and state laws as per rules/ regulations / bye-laws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period.

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7. The Travel Agency shall not assign the contract or any part thereof to any other Agency/party without the prior written consent /approval of the Bank. The Travel Agency shall also not sub-let the work or part thereof except with the prior written consent of the Bank and such consent, even if provided, shall not relieve the Travel agent from any liability or any obligation under the contract.

8. 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.

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

10. The contract will be initially valid for a period of **two** years and extendable for one more year entirely at the Bank's discretion, subject to the satisfactory performance of the Travel Agency.

11. 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.

12. The Bank reserves the right to cancel the agreement by giving one month's notice in writing without assigning any reasons whatsoever.

13. 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.

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

15. The Travel Agency should have Computerised Reservation Ticketing facility of all airlines for domestic and international Travel along with provision for on line booking facility for the same to be extended to Bank at its Corporate Office through dedicated staff/deployed at Bank's premises.

16. The Agency shall be obliged to suggest cost-effective ticketing plan only under refundable basis. All tickets requested should be mailed to traveldeskbcc@bankofbaroda.com in addition to the applicant employee. These tickets/related invoices should reflect the name of the person who has requested for the booking.

17. 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.

18. 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.

19. 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 travel and sent to Travel desk of Bank by Email but to be consolidated & submitted on Fortnightly basis within 7 days of end of fortnight

20. The tender document may be downloaded from our website: www.bankofbaroda.in under notice & tenders.

21. 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.

C. Percentage of discount in financial bid (Annexure – II) 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.

C. 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.

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

23. 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.

24. 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 .)**

25. 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 hereinafter termed as “Bank”.
2. Tender/Bid document received by the Bank after due date and time i.e. after 09/06/2021 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 General Manager,
FM, COA, DMS and Security
Baroda Corporate Centre
C-26, G Block,
BKC, Bandra East
Mumbai – 400 051.

Dear Sir

Tender for Empanelment of Travel Agents for booking of Domestic and International Air Tickets

1. Having gone through the tender document including terms and conditions for the aforesaid job (enclosed with this form), we offer to execute whole of the job in conformity with the said Bid Documents.
2. We confirm that this bid is valid for a period of Four months (120 Days) from the date of opening of Tender.

Signatures of authorized signatory:

Name of the Signatory:

Seal of the Agency:

Dated _____

Technical Bid

1.	Name/Address of Travel Agency 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. 24x7			
15	Annual turnover for the last 3 Financial years .Please attach A)Copies of -3- years audited balance sheet & provisional B/S of 2020-21 B) Copies of last 3-years CA Certified Annual Turnover Certificate & C) Provisional CA certified Annual Turnover Certificate for2020.21	2017-18	2018-19	2019-20
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 three assessment years i.e. AY 2020.21 ,AY 2019-20, AY 2018-19, (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), electronic mail 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 to be attached)	
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:

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PRE CONTRACT INTEGRITY PACT

(To be submitted with Technical Bid after duly signed and seal by Bidder)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries,

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any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with Bank of Baroda for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with Bank of Baroda

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3.3 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

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3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against Bank of Baroda and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti-corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP/Tender) as Earnest Money/Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of Bank of Baroda. However, payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than Bank of Baroda and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitor (hereinafter referred to as Monitor or IEMs) for this Pact in consultation with the Central Vigilance Commission, the Name and Addresses of the Monitors is given as under:

Sr. No.	Name of IEM	Contact Number	E-mail Address
1	Mr Harishwar Dayal		dayalagra@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

8.7 The PRINCIPAL 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the Tender for Appointment of Travel Agent in bank of Baroda, BCC for booking of Domestic & International Air Tickets and Other Allied Services

BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)
Office Seal
Name
Designation

Signature
(For & on behalf of the BIDDER/ Contractor)
Office Seal
Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Envelope 2

COVERING LETTER FOR FINANCIAL BID

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

Date.....

The General Manager,
Admin Department
Baroda Corporate Centre
G Block, BKC
Mumbai - 400 056.

Dear Sir,

Tender for Empanelment of Travel Agents for booking of Domestic and International Air Tickets

1. We agree and undertake to abide by the bid terms of Bank of Baroda including the rates quoted (as per **Annexure XX**) 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 ___ 2021

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FINANCIAL BID

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

1.	Air Travel	
1/A	Booking	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 'L-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)

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

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

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 of Rs.500/-)

Date:-

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

Bank Guarantee No.:-
Amount: - Rs.2,00,000/-
Valid Up to:-

THIS DEED OF GUARANTEE made this ____ Day of ____, 2020, by The Name of Bank _____, a banking company incorporated under Banking Regulation Act, 1949/ Companies Act, 1956/ Banking Companies Act, 1970 having its Registered Office at _____ and having branch at _____ (hereinafter called the Bank, which expression shall unless repugnant to the context and meaning thereof includes its successors).

In favour of

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called "Bank of Baroda", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns).

WHEREAS Bank of BARoda and M/s (Name of the Agency/_____, having their Registered Office at (Address of the Agency_____ (hereinafter called "the Contractor", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns) have issued Tender document /Award Letter/LOI No. dated whereby the Contractor has agreed to carry out the work of "Air Ticket Booking" subject to the terms therein contained and also on the terms and conditions contained in the Agreement dated _____ executed between Bank of Baroda and Contractor (the Agreement).

AND WHEREAS in accordance with the terms and conditions of the Tender Agreement, the Contractor has agreed to furnish a Bank Guarantee to Bank of Baroda in the form acceptable to Bank of Baroda, for a sum of Rs.2,00,000/-(Rupees Two Lakh only) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish an irrevocable guarantee in favour of Bank of Baroda to duly secure the performance by the Contractor of its obligations under the Agreement on the terms and conditions herein contained.

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NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractor's non-performance, non-observance and non-compliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by Bank of Baroda and without demur or protest and without reference to the Contractor pay to Bank a sum not exceeding Rs.2,00,000/-. A demand so made by Bank of Baroda shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the Employer.
2. The Bank's liability under this Guarantee is restricted to Rs.2,00,000/-.
3. The decision of Bank of Baroda, for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
4. Any demand for payment under the Guarantee shall be made on the Bank by Bank of Baroda in writing at The Name of Bank _____ with address _____ and shall be deemed to have been sufficiently made by Bank of Baroda if the writing containing the demand is sent and received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to
6. As between the Bank and Bank of Baroda (but without affecting the Contractor's obligations) the bank shall be liable under this Guarantee as if it were the Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - Any time, indulgence, waiver or consent at any time given by Bank to the Contractor.
 - Any amendment to the Agreement;
 - The making or the absence of any demand by Bank on the Contractor or any other person for payment;
 - The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;

- The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;
 - The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the Contractor.
7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.
 8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise, defences, setoffs, counter claims, recoupment, reductions, limitation and impairments.
 9. Bank of Baroda shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by Bank of Baroda against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank provided that nothing contained hereinabove extends or enlarges the liability of the Bank under this guarantee.
 10. The Bank waives any right requiring Bank of Baroda to proceed first against the Contractor or requiring Bank of Baroda to first enforce any other security or any other guarantee.
 11. The Bank agrees and confirms that its obligation to make payment to Bank of Baroda on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Bank of Baroda the legal consequence of which may be the discharge of the Bank as guarantor.
 12. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the bank has full power to enter into and performance and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.
 13. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Mumbai.
 14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched or acknowledged as received as follows:

If to the Bank:

The General Manager (FM, COA, DMS and Security)
Bank of Baroda
1st Floor, Admin Deptt.
G Block, Bandra Kurla Complex
Mumbai – 400 051

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of Bank of Baroda in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

16. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained herein above

i) Our liability under this guarantee shall not exceed Rs.2,00,000/-

ii) The Bank guarantee shall be valid up to Contract period (+) 3 months i.e._____ and

iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before date (Claim period)_____, failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

For Name of Bank_____

Manager

Place: - Mumbai