

Request for Proposal (RFP)

**Annual Rate Contract for Tours and Travels
(Domestic/International) – Air/Rail**

INVITATION TO BIDS

Reference Number: 08/ORG/2017/ARC_TRAVEL dated 22.12.2017

PFC CONSULTING LIMITED (PFCL)
(A wholly owned subsidiary of PFC Ltd.)
Corp. Office: 9th Floor (A-wing) Statesman House, Barakhamba Road, Connaught Place,
New Delhi-110001, INDIA
Registered Address: Urja Nidhi, 1, Barakhamba Lane, Connaught Place,
New Delhi – 110001, INDIA

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)
Corp. Office: 9th Floor (A-wing) Statesman House, Barakhamba Road,
Connaught Place, New Delhi-110001, INDIA

INVITATION TO BID

08/ORG/2017/ARC_TRAVEL

Date: 22.12.2017

1. PFC Consulting Limited intends to invite e-bids for **ARC for Tours and Travels (Domestic/International) – Air/Rail** for their Corporate Office situated in Delhi.
2. Interested bidders may obtain further information from the Office of PFC Consulting Limited, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001, INDIA.
3. Bids shall be received up to **1100 hrs. on 08.01.2018** through <https://www.tcil-india-electronictender.com>. **Technical Bids** shall be opened on **08.01.2018** at 1130 Hrs (IST). The time table for bid process is as follows:

Issue of RFP (https://www.tcil-india-electronictender.com)	22.12.2017
Date of commencement of sale of RFP	22.12.2017
Last Date of Sale of RFP (from https://www.tcil-india-electronictender.com)	07.01.2018 upto 1730 hrs
Last Date & Time for receipt of Bid (on https://www.tcil-india-electronictender.com)	08.01.2018 upto 1100 hrs
Date & Time of Opening of Technical & Commercial Bids through e-procurement	08.01.2018 - 1130 hrs
Date & Time of Opening of Price Bids	To be intimated later on to the eligible bidders
Place of submission of Bids	https://www.tcil-india-electronictender.com
Place of Opening of Bids	At PFCCCL office through e-procurement portal https://www.tcil-india-electronictender.com
Address for communication	SVP (Unit # 1) PFC CONSULTING LIMITED, Seventh Floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110 001 Tel : 011-23443703 / 10 Fax : 011-23443990

Bidders / tenderers will have to make offline payment of INR 2000/- in the form of separate Banker's Cheque in favor of "PFC Consulting Limited" payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. INR 2000/- will not be considered for any reasons. **Scanned copy of demand draft to be uploaded** along with bid on e-portal.

Official tender documents have to be procured/ downloaded from <https://www.tcil-india-electronictender.com> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents i.e. 08.01.2018 failing in which bidder

will not be able to submit their bid by submission date i.e. 08.01.2018. However, a free copy of tender documents is also available on above website as well as PFCCL website for viewing purpose only.

Note: Bidders are advised to start the registration process on the <https://www.tcil-india-electronictender.com> as early as possible as it may take a few days so as to avoid any delay in tender document procurement and bid submission (upload) stage.

4. **Minimum Qualifying Requirements:** The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

(i) Bidder shall be an Indian Company / firm engaged in Annual Rate Contract for Tours and Travels (Domestic/International) – Air/Rail for last five years in Delhi / NCR and having its sales / customer care branch office in Delhi/ NCR with an average annual ticketing turnover of Rs. 2 Crore (Rupees Two Crore only) during last three financial years (FY 2014-15, 2015-16, 2016-17) for the work of similar nature.

(ii) Bidder must have executed at least 3 (three) orders of similar job out of which one ARC billing per year of Government / Public Sector or reputed Private Sector Companies/firms should be of value Rs. 10 Lakh or more in preceding 3 (three) financial years (i.e. 2014-15, 2015-16, 2016-17) and up to bid submission date. In support of above, bidder should enclose documentary evidence pertaining to billing / a certificate indicating the ARC value from at least 1 (one) of the above or any other documents concluding execution of work order for above value Rs. 10 Lakh;

Documents to this effect i.e. copy of PO and relevant Completion Certificate or any other supporting documents (like confirmation of services or release of payment by purchaser towards invoice etc.) must be submitted in support of the above.

(iii) Bidder must warrant that it is financially solvent for min. of Rs. 1 Crore and is a profit making company during the last two accounting years based on audited account for which firm will submit copy of statement of profit and loss account etc.

(iv) Bidder should be registered with the Min. of Tourism, Govt. of India;

(v) Bidder agency should be approved by IATA:

(vi) Bidder agency should be authorized Rail Ticket Booking agency of IRCTC;

(vii) Bidder should enclose Partnership Deed / Registration Certificate of the firm;

(viii) Bidder should have Central Reservation System (CRS) like Galileo/ Amadeus etc. for international ticketing;

(ix) Bidder should have Central Reservation System (CRS) like Sita etc. for Air India/ Indian Airlines and other domestic airlines;

(x) Bidder should have valid Registration No. of GST/Sales Tax/VAT/Service Tax, whichever is applicable;

(xi) Bidder should have PAN No.;

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

The bidder shall **upload** all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

5. All Technical, Commercial Bids and Price Bids must be submitted at the <https://www.tcil-india-electronictender.com>. All bids must be accompanied by a bid guarantee (EMD) for an amount of Rs. 2,50,000/- as specified in the RFP and any bid not accompanied by the required bid guarantee (EMD) shall not be opened. **Scanned copies** of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. Price Bids of technically qualified bidders will be opened in the presence of the bidders' representatives on a separate date and time which will be intimated separately.
6. Original copy of banker's cheque or demand draft on a/c of **tender cost and bid guarantee (EMD), along with technical and financial pass-phrases** should reach at the below mentioned address before the due date & time of opening of technical bid i.e. **08.01.2018 (Alternately, Technical and Financial pass-phrases may also be sent via Email)**:

SVP (Unit-1)
PFC Consulting Limited,
7th Floor (A-wing), Statesman House, Barakhamba Road,
Connaught Place, New Delhi – 110 001
Email: manavaland@pfcindia.com

The Bidders may also send banker's cheque/demand draft by registered post so as to reach above address before bid closing date and time.

7. No further discussion/ interface will be granted to bidders whose bids have been disqualified. PFC Consulting Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.

Note: The cost of the tender document in **no case** is to be included with EMD.

IMPORTANT INFORMATION

BEING E-TENDER, OFFICIAL COPY OF TENDER DOCUMENT IS TO BE DOWNLOADED FROM

<https://www.tcil-india-electronictender.com>

AFTER ASSIGNING MARKETING AUTHORITY ON E-TENDER PORTAL By 08.01.2018, FAILING IN

WHICH BIDDER WILL NOT BE ABLE TO UPLOAD THEIR BID BY LAST DATE OF RECEIPT OF BID i.e.

08.01.2018. ACCORDINGLY, BIDDERS ARE

REQUESTED TO ENSURE TO DOWNLOAD

OFFICIAL COPY AND NOT FREE COPY BY LAST

DATE OF SALE OF TENDER DOCUMENTS AS

EXPLAINED ABOVE.

PFC Consulting Limited
(A wholly owned subsidiary of PFC Ltd.)
Corp. Office: 9th Floor ('A'-wing), Statesman House, Barakhamba Road,
Connaught Place, New Delhi - 110 001, INDIA

No. 08/ORG/2017/ARC_TRAVEL

Date: 22.12.2017

Subject: Annual Rate Contract for Tours and Travels (Domestic/International) – Air/Rail

Dear Sir,

PFC Consulting Limited, a wholly owned subsidiary of PFC Ltd. (a Govt. of India Undertaking under the Administrative Control of Ministry of Power), invites e-bids for **Annual Rate Contract for Tours and Travels (Domestic / International) – Air/Rail** at Corp. Office at 9th Floor ('A'-wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi - 110 00101.

The following documents are enclosed which need to be uploaded back on the <https://www.tcil-india-electronictender.com> in token of acceptance along with Earnest Money Deposit of Rs. 2,50,000/- (**Rupees Two Lakh Fifty Thousand only**).

S. No.	Details of Tender Documents	
1	General Terms & Conditions (Section - GCC)	Annexure I
2	Instruction to Bidders (Section – INB) Preference to Purchase from MSEs	Annexure II Annexure – II-A
3	Special Terms & Conditions	Annexure III
4	Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations) Schedule-4 (Bidder's Data Sheet)	Annexure IV
5	Format for Quoting Rates	Annexure V
6	Proforma for Bank Guarantee for Bid Guarantee	Appendix –I
7	Format for Acceptance of Terms and Conditions	Appendix –II
8	Format for Letter of Authority	Appendix –III
9	Instruction for e-tendering	Appendix –IV
10	Solvency Certificate	Appendix –V

The bidders are required to submit EMD i.e. **Rs. 2,50,000/-** in the form of Demand Draft / Banker's Cheque drawn in favour of "PFC Consulting Limited" payable at New Delhi. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GCC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 2,50,000/- in favour of PFC Consulting Limited, New Delhi in the format furnished in Appendix .

Scanned copies of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to specify NIL categorically in Annexure V, Schedule 2&3 failing in which it will be considered as no deviation.



In case you are interested, please submit your competitive offer duly supported with all the above documents (S. No. 1 to 4 - Annexure I to IV) along with Earnest Money Deposit of Rs. 2,50,000/- as Technical Bid” and Annexure V as Financial or Price Bid” to be uploaded on <https://www.tcil-india-electronictender.com>.

The EMD and Cost of Tender along with Technical and Financial bid Pass-Phrases (as explained in Appendix- VI) duly sealed in separate envelopes and superscribed as “EMD, Tender Cost, Technical Pass-Phrase & Financial Pass-Phrase for **ARC for Tours and Travels (Domestic / International) – Air/Rail** - Due on 08.01.2018 at 11.00 A.M.” and addressed to:

SVP (Unit-1),
PFC Consulting Limited
7th Floor ('A'-wing), Statesman House, Barakhamba Road,
Connaught Place, New Delhi - 110 001, India
Email: manavaland@pfcindia.com

Note:

Due Date & Time for submission : 08.01.2018, 11.00 AM
Opening Date & Time : 08.01.2018, 11.30 AM

Thanking you,

Yours faithfully,
Sd/-
(V.N.D. Manavalan)
SVP (Unit-1)

SECTION GCC

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the PFC Consulting Limited., New Delhi, India (A wholly owned subsidiary of PFC Ltd.) having its Corporate office at 9th Floor (A-wing) Statesman House, Barakhamba road, New Delhi-110001 and shall include their legal representatives, successors and assigns.
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.5 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.6 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.7 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A 'Week' shall mean continuous period of 7 (seven) days.
- 1.8 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.9 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner.
- 1.10 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract.

2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through **e-procurement/e-tendering**. If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids. The technical bid should have all the technical details along with scanned copy of demand

drafts on account of tender cost and EMD. Price bid should have only price details. If price schedule or any details of price bid is disclosed in technical bid, the bid will be out-rightly rejected."

- 2.2 Proposals received late, after the due bid opening date and time will be rejected by the system itself and in no case physical bids shall be accepted. The Owner shall not be responsible for non-delivery/late delivery of proposals sent by post.

3.0 SEALING AND MARKING OF BIDS

- 3.1 The envelope containing banker's cheque/demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder along with the title of the tender to enable the envelope to be returned unopened in case it is declared "late" or "rejected".

4.0 DEADLINE FOR SUBMISSION OF BIDS

- 4.1 Bids submitted by fax/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 4.2 Envelopes containing baker's cheque/demand draft on a/c of tender cost fee and EMD must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 4.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.4 After publishing of NIT in Newspaper if any, any amendment/ corrigendum may not be published in any Newspaper. The amendment(s) of the NIT shall be put on our web-site directly. The bidders, who have not informed us about the download, would be required to regularly visit our website for updating themselves about any amendments which may arise from time to time. It will be assumed that all the information contained/updated in the website has been taken into account by the Bidder in its bid.

5.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE

- 5.1 Each bid shall be accompanied by a Bid Guarantee amounting to Rs. 2,50,000/- in one of the form listed out herein below:
- 5.2 The bid guarantee shall be valid for a period of three calendar months from the date of bid opening which shall be extended from time to time as desired by Purchaser. The successful Bidder shall keep his bid guarantee valid till one month beyond the bid validity period.
- 5.3 **The bid guarantee may be submitted in one of the following forms:**
- (a) A crossed bank draft in favour of PFC Consulting Limited, New Delhi, payable at New Delhi form a Nationalized Bank or a reputed commercial bank of the Bidder's country.
- (b) An irrevocable bank guarantee from any Nationalized Indian Bank or reputed commercial bank of the Bidder's country in favour of PFC Consulting Limited, New Delhi in the proforma enclosed herewith as APPENDIX – I.
- 5.4 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.

- 5.5 Bid Guarantee of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 5.6 The Bid Security of the successful bidder shall be converted into Security Deposit and shall be released on the successful completion of the contract. No interest shall be payable by the Owner on the Security Deposit.
- 5.7 The Bid Guarantee may be forfeited without any notice or proof of damages etc.
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.
- Or**
- (b) In the case of a successful Bidder if the Bidder fails:
- (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- (ii) To execute the order after acceptance of order
- 5.8 No interest will be payable by the owner on the above bid guarantee.
- 5.9 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected.
- 6.0 MODIFICATION AND WITHDRAWAL OF BIDS**
- 6.1 No bid may be modified subsequent to the deadline for submission of bids.
- 6.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.
- 7.0 INFORMATION REQUIRED WITH THE PROPOSAL**
- 7.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 7.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 7.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the service or any other matter will not be considered.
- 7.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 7.5 In case the 'Bid Proposal' information contradicts RFP (bid) requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.
- 8.0 OPENING OF BIDS BY THE OWNER**

8.1 The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

8.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the opening.

8.3 No electronic recording devices will be permitted during bid opening.

9.0 CLARIFICATION OF BIDS

9.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10.0 PRELIMINARY EXAMINATION

10.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

10.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.

10.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

10.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

10.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

11.0 PRICE

11.1 The Bidder shall quote Firm prices valid till the complete execution of the Service contract.

11.2 The Bidder shall quote on FOR Destination basis inclusive of insurance charges, taxes & duties, other charges etc, if any.

11.3 The Bidder shall quote item wise prices for all the services.

12.0 TAXES AND DUTIES

- 12.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 12.2 All GST and other levies payable by the bidder on goods/services, shall be included in the bid price & any such GST, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 12.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.
- 12.4 PFCCL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 12.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFCCL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 12.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out services provided directly from any other agency.

13.0 INSURANCE

- 13.1 The seller at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the existence of the contract shall be of contractor alone. The insurance covers to be taken by the seller shall be in the name of Owner. The contractor shall however be authorized to deal directly with the insurance company.
- 13.2 The insurance required to be taken by contractor shall cover all risks including war, strike, riots and civil commotion etc. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the contractor shall be liable to make good the full availability as per Owner's requirements.

14.0 BID CURRENCIES

- 14.1 Prices shall be quoted in Indian Rupees only.

15.0 PERIOD OF VALIDITY OF BIDS

- 15.1 Bids shall remain valid and open for acceptance for a period of 120 days after the date set for Bid opening.

16.0 BID OPENING – E-Procurement

16.1 Those bids whose bid guarantee and tender cost fee is not submitted before the due date and time shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete, whether the requisite Bid Guarantees have been furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

17.0 PROCESS TO BE CONFIDENTIAL

17.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

18.0 CORRECTION OF ERRORS

18.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:

- a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

18.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

19.0 TIME SCHEDULE

19.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

20.0 EVALUATION AND COMPARISON OF BIDS

20.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents.

20.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- a) Making any corrections for errors pursuant to Clause 18.0
- b) Excluding provisional sums
- c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 10.4.

- 20.3 Bidder shall state their discount on Air Tickets (Domestic/ International at respective place at e-tendering portal/ Price Bid Annexure-V. Estimate value of ticketing is Rs. 100.00 Lacs per annum. For evaluation purpose only, total bid price will be worked out considering Domestic air ticket expenditure at 95 % weightage and, International air ticket expenditure at 5% weightage.
- 20.4 The booking charges and cancellation charges per person per ticket for Rail booking are fixed at Rs.35/- by the purchaser.
- 20.5 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.
- 20.6 GST and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.
- 20.7 Bid evaluation will be carried out for complete scope of work on single responsibility basis and award will be placed on the basis of least evaluated cost to the Purchaser.
- 20.8 Preference to purchase from MSE Agencies and related evaluation has been detailed out at Annexure-II-A of these tender documents.
- 21.0 AWARD CRITERIA**
- 21.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 20 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.
- 22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- 22.1 The Purchaser reserves the right to accept or reject any e-Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Purchaser's action.
- 23.0 NOTIFICATION OF AWARD**
- 23.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.
- 23.2 The Notification of Award will constitute the formation of the Contract.
- 24.0 DELIVERY TERMS**
- 24.1 All the services shall be delivered to destination on Firm price (all inclusive) basis within the delivery period as stipulated in the Order/LOA.
- 25.0 Performance Guarantee**

25.1 In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish Bank guarantee amounting to Rs. 2,50,000/- on a/c of Performance Guarantee along with acceptance of the contract within 10 days from the date of receipt of Work Order.

25.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.

25.3 Failure of the successful bidder to comply with the requirements of Clause 25.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

26.0 LOCAL CONDITIONS

26.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

27.0 PAYMENT TERMS

27.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on-account payments only (based on bills submitted). The final payment will be made on completion of all Works and on fulfilment by the Contractor of all his liabilities under the Contract.

27.2 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

27.3 Due Dates for Payment

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth. Progressive payments will become due to and payable by the Owner within Fifteen (15) working days of the date of receipt of Contractor's bill/invoice/debit note by the Owner, provided the documents submitted are complete in all respects.

28.0 INSPECTION –CHECKING- TESTING

NA.

29.0 ACCESS TO SUPPLIERS PREMISES

NA

30.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

NA

31.0 SOURCE OF SUPPLY

NA

32.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

32.1 In case of any delay in execution of the order beyond stipulated work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to ½ (half percent) of the value of delayed services or unperformed services for each occurrence of event of default subject to a maximum of 5% of the total value of the order.

33.2 Alternatively, the Purchaser reserves the right to purchase the services from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the services by the above procedure.

33.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above

33.0 FORCE MAJEURE

33.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Contractor.

34.0 ADDITIONS/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of ± 25% of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order or the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

35.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

36.0 INFORMATION PROVIDED BY THE PURCHASER

All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavours to ensure that the above information is kept confidential.

37.0 PATENT RIGHTS

NA.

38.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

39.0 CONTRACTOR'S DEFAULT

39.1 Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

39.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 39.1, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Purchaser, or the Contractor under the Contract.

The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

39.3 Valuation of Date of Termination

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

39.4 Payment after Termination

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover

from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 41.3. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

39.5 Effect on Liability for Delay

The Contractor's liability under clause 31 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

40.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

41.0 DISPUTES AND ARBITRATION

41.1 The Purchaser & Supplier 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.

41.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified below.

41.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

41.4 The award given by the Arbitrator(s) shall be speaking award.

41.5 Work to Continue

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

41.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

42.0 LAW AND PROCEDURE

42.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

42.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

43.0 SIGNATURE OF BIDS

- 43.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 43.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 43.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 43.4 **Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.**
- 43.5 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. **All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.**
- 43.6 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 43.7 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

44.0 DAMAGE DUE TO CONTRACTOR'S NEGLIGENCE

- 44.1 If the Contractor or his Maintenance Engineer / Employee cause damage to the Equipment or any part thereof, the Contractor shall, upon receipt of notice in writing in that behalf from Owner/ Engineer, arrange to make the same good at his costs. The decision of the Engineer/ Owner in this regard shall be final and binding on the Contractor.

45.0 DEDUCTIONS FROM CONTRACT PRICE

- 45.1 All costs, damages or expenses which Owner may have paid, but under the Contract the Contractor is liable to pay, will be claimed by Owner from the Contractor. All such claims shall be billed by Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if such claims are not paid by the Contractor within the said period then Owner may deduct the amount from any payment due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise.

SECTION INB
INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

1.1 PFC Consulting Limited (hereinafter called Owner) invites e-Bids in respect of ARC for Tours and Travels (Domestic/International) – Air/Rail at Corp. Office- 9th Floor (A-wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001. All Bids shall be prepared and uploaded strictly in accordance with these instructions.

1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

2.0 Minimum Qualifying Requirements: The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

(i) Bidder shall be an Indian Company / firm engaged in Annual Rate Contract for Tours and Travels (Domestic/International) – Air/Rail for last five years in Delhi / NCR and having its sales / maintenance branch office in Delhi/ NCR with an average annual ticketing turnover of more than Rs. 2 Crore (Rupees Two Crore only) during last three financial years (FY 2014-15, 2015-16 and 2016-17) for the work of similar nature.

(ii) Bidder must have executed at least 3 (three) orders of similar job out of which one ARC billing per year of Government / Public Sector or reputed Private Sector Companies/firms should be of value Rs. 10 lakh or more in preceding 3 (three) financial years (i.e. 2014-15, 2015-16, 2016-17) and up to bid submission date. In support of above, bidder should enclose documentary evidence pertaining to billing / a certificate indicating the ARC value from at least 1 (one) of the above or any other documents concluding execution of work order for above value (minimum Rs.10 lakh);

Documents to this effect i.e. copy of PO and relevant Completion Certificate or any other supporting documents (like confirmation of services or release of payment by purchaser towards invoice etc.) must be submitted in support of the above.

(iii) Bidder must warrant that it is financially solvent for min. of Rs. 1 Crore and has positive Profit After Tax (PAT) during the last two financial years (FY 2015-16 and FY 2016-17) based on audited account for which firm will submit audited annual accounts.

(iv) Bidder should be registered with the Min. of Tourism Govt. of India;

(v) Bidder agency should be approved by IATA;

(vi) Bidder agency should be authorized Rail Ticket Booking agency of IRCTC;

(vii) Bidder should enclose Partnership Deed / Registration Certificate of the firm;

(viii) Bidder should have Central Reservation System (CRS) like Galileo/ Amadeus etc. for international ticketing;

(ix) Bidder should have Central Reservation System (CRS) like Sita etc. for Air India/ Indian Airlines and other domestic airlines;

(x) Bidder should have valid Registration No. of GST/Sales Tax/VAT/Service Tax, whichever is applicable;

(xi) Bidder should have PAN No.;

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

The bidder shall **upload** all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

3.0 COST OF BIDDING

3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 INSPECTION OF SITE

4.1 The bidders are advised in their interest to visit the site before submitting their tender document to see the infrastructure, space and facilities etc. The authorized representative of the agency (ies) may inspect the site on any working day as per his convenience between 10 AM and 4 PM.

5.0 DOCUMENT COMPRISING THE BID

5.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.

5.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

5.3 Scope of the Proposal

5.3.1 The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

6.0 BIDDER'S DATA SHEET

6.1 **The bidder should also upload the information in the proforma of Annexure-IV Schedule-6 Bidder's Data Sheet.**

7.0 FORMAT AND SIGNING OF BID

7.1 The Bidder shall complete all the procedure and format of the bid through **e-procurement** process.

7.2 Bids not confirming to the above requirements of Clause 7.0 may be disqualified.

8.0 BID PRICES

8.1 The Bidder shall indicate, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only. The maintenance charges, if any, quoted shall be inclusive of all cost (details indicated in DTS-Detailed Technical Specifications).

9.0 BID SECURITY

9.1 A Bid security i.e. EMD i.e. Rs. 2,50,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of "PFC Consulting Limited" payable at New Delhi and whose validity should be at least 3 months from the date of opening of bids. **Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.**

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GCC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 2,50,000/- in favour of PFC Consulting Limited, New Delhi in the format furnished in Appendix.

9.2 The Bid Security shall be made payable to the Owner without any condition. The Bank guarantee (towards Bid Security) shall be valid for a period of 3 (three) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.

9.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause 8.4 Section INB.

9.4 If the successful Bidder fails to accept letter of award / purchase order, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.

9.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.

9.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.

9.7 No interest or any other cost will be payable by the Owner on the Bid security.

9.8 The Bid Security of the awardee agency shall be converted into Security Deposit and shall be released on the successful completion of the contract. No interest shall be payable by the Owner on the Security Deposit.

In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish DD amounting to Rs. 2,50,000/- on a/c of Security Deposit along with acceptance of the ARC within 10 days from the date of receipt of Work Order.

9.9 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected

10.0 PERIOD OF VALIDITY OF BIDS

10.1 Bids shall be kept valid for acceptance for a period of 120 days from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

11.0 SUBMISSION OF BIDS TO THE OWNER

11.1 The Bidder shall submit the bids through <https://www.tcil-india-electronictender.com>. The banker's cheque/demand draft on a/c of tender cost fee and EMD shall be forwarded to us before the opening date of technical bid. However, scanned copy of both the fees (tender cost and EMD) is to be **uploaded** in the system through e-procurement. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details. If price schedule or any details of price bid is disclosed in technical bid, the bid will be out-rightly rejected.

11.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

12.0 WITHDRAWAL OF BIDS

12.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.

13.0 OPENING OF THE BIDS BY THE OWNER

13.1 The Bids shall be opened by the Owner on scheduled bid opening date and time as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

14.0 PRELIMINARY EXAMINATION

14.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.

14.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.

14.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

14.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.

15.0 EVALUATION OF BIDS

15.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 14.0.

15.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section INB will be treated as non-responsive and will be rejected.

- 15.3 **The Bids shall be compared on the basis of total prices quoted by the Bidder for the entire Scope of Work detailed in the Special Conditions of Contract. It is solely on the discretion of the PFC Consulting Limited to consider any evaluation methodology fit for evaluation. No comments or objection of the bidder regarding the same is acceptable to PFC Consulting Limited.**

The bids will first be evaluated on the parameters fixed for prequalification criteria as per details given at Clause 14. Financial bids of such bidders who meet the prequalification criteria will thereafter be opened. The evaluation criteria of Financial Bid will be as under:

- i) Weightage of 95 % (0.95) for domestic air booking & 05% (0.05) for international air booking is allotted, for evaluation purposes only.
- ii) The total discount figure shall be considered for the purpose of ranking of Bids/allotment of marks.

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

International discount offered x 0.05 + Domestic Discount Offered x 0.95= Marks awarded
For example: A bidder quotes 6% and 4% discount on International & Domestic booking respectively. In that case for tender evaluation, the marks arrived shall be as under
 $6 \times 0.05 + 4 \times 0.95 = 4.1$)

16.0 **AWARD OF WORK**

- 16.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 16.2 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
- 16.3 The Owner reserves the right to split the contract between two or more parties at L-1 rates, if qualified bidder (s) willing to match rate/ discount offered by L-1 bidder in line with the terms and conditions specified in the accompanying Technical Specifications
- 16.4 Further, the Owner reserves the right to empanel additional agencies in case the qualified bidders are not able to meet our requirement and also reserves the right to split the contract among qualified bidders.

Preference to purchase from MSEs:

1. Purchaser reserves the right for providing preference to SSI/ NSIC/ MSME Industries in terms of “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012” (and its revised provisions vide press note dated 16/Nov/2015). Purchase preference for these SMEs will operate as follows:
 - a. This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b.
 - 1) If the L-1 Agency is MSE vendor, than complete order will be awarded to this agency only.
 - 2) If any MSE vendor quotes within price band of L1+15% and if L1 price is from someone other than a Micro and Small Enterprise then the complete order will be awarded to such MSE agency if they ready to match the L-1 price.
 - 3) In case of more than one such MSEs as explained above, the complete order will be awarded to agency who quoted lowest bid amount among them at L-1 Price. Further, preference will be given to such MSE by SC/ST Entrepreneur if they ready to match L-1 price.
 - 4) In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.
2. Detailed technical specifications described in Annexure-III are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the item(s) as listed in this tender.

**SPECIAL TERMS & CONDITIONS TO THE CONTRACT
FOR TRAVEL ARRANGEMENT**

1.0 DOMESTIC AIR/RAIL TICKETS

1.1 The bookings for Domestic Air Travel will be passed on to contractor over telephone by authorised representatives of this corporation and the same will be arranged by them within the specific time. For all Domestic Air Tickets, the contractor will be delivering the tickets in our office in time and in case of any change or cancellation they will collect the same from our office or residence of executive for getting the same carried out as per our instructions and deliver it again in time.

a. PROMOTIONAL FARE

The agency should inform the Corporation about the various incentives such as extra incentive/discount/complimentary ticket etc. being offered by various airlines from time to time over and above the discount offered by them.

b. CANCELLATION CHARGES

Cancellation Charges of all Domestic Air Tickets will be paid as per norms of concerned Airlines. Cancellation charges for Rail Tickets will be paid at the rate of Rs. 35/-

c. VALIDITY PERIOD OF TICKETS

You are required to give validity period of all classes of Domestic/International Air tickets.

2.0 INTERNATIONAL AIR TICKETS

2.1 This will include Logistic support in preparation of Passport, Arranging Visa, Ticketing, Medical Insurance, etc. And other related work for our Executives going abroad on Official Tours. You will be informed by the Authorised Representative of our corporation about the arrangement of foreign visit of the Executive and you will be sending your qualified representative to our office to prepare itinerary, arrange Passport if required, Visa for the visiting country/countries and Air Tickets as per approved route. After making the required arrangements, you will be delivering the tickets along with other documents in our office or at the residence of Executive in time and in case of any change or cancellation, your representative will collect the tickets for getting the same carried out as per our instructions and deliver it again in time.

2.2 **PROMOTIONAL FARE:** In case of any promotional fare offered by the Airlines, the same will be informed to us and passed on to this corporation over and above the discount offered by your firm.

2.3 In case of any extra incentive/ privilege like extra ticket etc. (i.e. over and above normal incentive/discount to Travel Agents) is given by the Airlines the same will be passed on to the account of PFCCCL and not to the person for whom ticket is arranged by PFCCCL.

2.4 **REFUND CHARGES:** If during the visit abroad any sector remain unused, the Air Tickets Coupons will be passed on to you for refund and you will arrange refund for this corporation.

2.5 **VALIDITY PERIOD OF TICKETS:** Validity period of Domestic/ International tickets will be generally for one year.

3.0 RAILWAY BOOKING

3.1 The booking for Rail Travel will be passed on to you over telephone by authorised representatives of this corporation and the same will be arranged by you within the specific time. You will be delivering the tickets in our office in time and in case of any change or cancellation your representative will collect the same from our office or residence of employees for getting the same carried out as per our instructions and deliver it again in time.

3.2 **PERIOD OF CONTRACT:** The contract will be awarded for a period 1 (one) year. However extension will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm. PFCCL reserves the right to terminate contract at any time without assigning any reason(s).

4.0 Performance Guarantee

4.1 Bank Guarantee/DD for Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) in favour of PFC Consulting Limited As Performance Guarantee should be submitted.

5.0 PAYMENT

5.1 You will be submitting your monthly bills in duplicate along with monthly statements of Travel Arrangements made by you on the last date of the month, which will be paid by PFCCL within 15 days from the date of receipt of the bill.

5.2 The contractor shall pass on the GST paid by him on the Air/Rail Tickets provided to the corporation (PFCCL), so that PFCCL can avail input credit on the total GST paid on the services (including cost of tickets and services of the contractor).

6.0 AIR BOOKINGS

All Air bookings are to be made with Airlines by mentioning the specific codes which will be provided by PFCCL for the different Airlines

MoU has been signed with different airlines by CPSEs fallen under the Power, Coal and New & Renewable Energy Ministries, and PFC CONSULTING LIMITED, a wholly owned subsidiary of Power Finance Corporation Limited being the part of that (through parent company PFC Ltd.), have been offered discounts. The successful bidder will be provided with those deal codes with different airlines which must be considered at the time of booking for availing the benefits offered by airlines under the MoU. These discounts are separate from the ones to be offered by the bidder.

Senior Executives have been provided with American Express Card for which the Agency should have necessary arrangement for booking of tickets through American Express Indian Airlines Cards.

QUALIFYING REQUIREMENT DATA

List of major clients for ARC for Tours and Travels (Domestic/International) – Air/Rail.

Sl. No.	Name of the organization, Contact person & Telephone No.	Supply Order No. & Date	Billing period / Amount	Qty.	Amount

Other Details duly filled in

1.	Address proof for corporate office/ branch office/Sales office in Delhi/ NCR	Attach a copy
2.	Partnership Deed/Registration Certificate of the firm	Attach a copy
3.	Total employees working with the agency	_____
4.	Should be approved by IATA & IRCTC	Attach a copy of Regn.
5.	Should have Central Reservation System (CRS) like Galileo/ Amadeus etc. for international ticketing supported by UPS/Inverter	Attach a copy of approval
6.	Should be registered with the Min. of Tourism Govt. of India	Details to be enclosed
7.	Should have Central Reservation System (CRS) like Sita etc. for Indian Airlines and other domestic airlines supported by UPS/Inverter	Attach a copy of approval
8.	Should have five years' experience in the line	Attach copies of letters from clients of repute
9.	Should have GST Registration No.	Attach copy
10.	Should be solvent to the min. of Rs. 1 Crore	Solvency Certificate from the bank (Format at Appendix-IV)
11.	Should be profit making in last two financial years	Profit and Loss account sheet for last two FYs
12.	Should have average annual ticketing turnover of Rs. 2 Crores for last three financial years.	Appropriate document.

TECHNICAL DEVIATIONS

**Technical Deviations for ARC for Tours and Travels
(Domestic/International) – Air/Rail**

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Detail Technical Specification of Tender Bid No. 08/ORG/2017:ARC_TRAVEL. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCCL's specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations

COMMERCIAL DEVIATIONS

**Commercial Deviations for ARC for Tours and Travels
(Domestic/International) – Air/Rail.**

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender Bid No. 08/ORG/2017/ARC_TRAVEL. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL’s specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations

BIDDER’S DATA SHEET

Bidder’s Data Sheet for "**ARC for Tours and Travels (Domestic/International) – Air/Rail**" shall be uploaded through e-procurement in the following prescribed proforma.

1	Name of the firm, address, Telephone and fax nos.	:	
2	E-mail Address	:	
3	Name of the Contact Person Telephone/Mobile No.	:	
4	Name of the Bank (with full Address)	:	
5	Bank Account No. with IFSC no. (Enclose an unsigned cheque duly cancelled)	:	
6	PAN No.	:	
7	TIN No. / Sales Tax No.	:	
8	Service Tax No.	:	
9	Details of Earnest Money Deposit Name of the Bank Banker’s Cheque No. & Date	:	

PRICE BID

PROFORMA FOR QUOTING RATES FOR TRAVEL ARRANGEMENT

1.	Name of the Agency	:	
2.	Percentage of Discount/ Incentive offered on the Basic Fare of Air ticket (excluding taxes)		
	a) Domestic Air Travel	:	
	b) International Air Travel	:	
3.	Rail Ticketing		
	a) Charges for arranging tickets	:	Rs. 35/-
	b) Charges for cancellation	:	Rs. 35/-

Note:

1. Rail Ticketing Charges shall be fixed at Rs 35/- for booking as well as cancellation of Rail Ticket.
2. For evaluation purpose only, total bid price will be worked out considering Domestic air ticket expenditure at 95 % weightage and, International air ticket expenditure at 5% weightage.

Name & Address of the Agency : _____

Name of the Contact Person : _____

Tel/Mobile No. of Contact Person : _____

Date:

Place:

Signature with Seal /Stamp Address of the Tenderer

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

M/s. PFC Consulting Limited
9th Floor (A-wing), Statesman House,
Barakhamba Road, Connaught Place,
New Delhi-110001

Dear Sir,

In accordance with your Tender Specification NO.....

M/s. having its Registered/Head Office
at..... (hereinafter called the "Bidder") wish to participate in the said
bid for.....

.....
valid formonths from the date of bid opening is required to be submitted by the
Bidder as a condition precedent for participation in the said bid which amount is liable to be
forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, theBank at.....having our Head Office at
Guarantee and under to pay immediately on demand by PFC Consulting Limited, the
amount.....

.....(in Figures & Words)
without any reservation, protest, demur and recourse. Any such demand made by said Owner shall
be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto.....
.....If any further extension of this guarantee is required the same shall be extended
to such required period (not exceeding one year) on receiving instructions from
M/s..... on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on
this..... day of.....20.....at

WITNESS:

(Signature)
Name

(Signature)
Name

Attorney as per Power of Attorney No.

Date.....

(Official Address)

- * The amount should be as indicated by the Purchaser.
- ** This date should be 30 days after the date for which the bid is valid.

Note:

- i)** The non-judicial stamp papers for this bid guarantee should be purchased in the name of the issuing Bank.
- ii)** This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.



APPENDIX –II

FORM -8: PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

The non-judicial stamp paper should be in the name of issuing bank

Ref. No. Bank Guarantee No..... Date.....

To,
PFC Consulting Ltd.,
9th Floor (A-wing), Statesman House,
Barakhamba Road, Connaught Place,
New Delhi-110 001

Dear Sir,

In consideration of the PFC Consulting Limited (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) have awarded to M/swith its Registered/Head Office at(hereinafter referred to as the `Annual rate Contractor for Tours and travels (Domestic /International)-Air/Rail `s Letter of Award Nodatedand the same having been unequivocally accepted by the Contractor/ Consultant resulting into a contract valued atfor(Scope of Contract) and the Contract/Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to% (per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Consultant to the extent ofas aforesaid at any time upto..... (days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/consultant, and to exercise the same at any time in

any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Consultant liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/swhose behalf this guarantee has been given.

Dated this Day of 2017.....at

WITNESS: (Authorised Signatories of the Bank)

1.

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official address) (Designation with Bank Stamp)
.....	

Attorney as per Power of Attorney No/Signature no.

Dated

2.

.....
(Signature)



.....
(Name)

.....
(Official address)

Note:

- The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.

To be furnished on the Tenderer's Letter head

M/s. PFC Consulting Limited
9th Floor (A-wing), Statesman House,
Barakhamba Road, Connaught Place,
New Delhi-110 001

Subject: ARC for Tours and Travels (Domestic/International) – Air/Rail.

Dear Sir,

With reference to your Bid reference No. 08/ORG/2017/ARC_TRAVEL dated 22.12.2017 for "ARC for Tours and Travels (Domestic/International) – Air/Rail", we hereby confirm that we have read the provisions of the bid documents and further confirm to accept all the terms and conditions contained in the bid documents except those against which we have taken deviation in the respective schedules.

Thanking you.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Common Seal.....

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *PFC Consulting Limited*, a Government of India Undertaking has decided to use the portal <https://www.tcil-india-electrionictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- *Single Stage Two Envelope*

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA.
6. Download Official Copy of Tender Documents from ETS.
Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender by tender close date.
7. Clarification to Tender Documents on ETS
 - Query to *PFC Consulting Limited* (Optional)
 - View response to queries posted by *PFC Consulting Limited*
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to *PFC Consulting Limited* Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender[®] portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

PFC Consulting Limited Contact	
Contact Person (s)	V.N.D. Manavalan, SVP (Unit-1) Lalit Kumar Silotia, AM (Unit-1) [between 10:00 hrs to 16:00 hrs on working days]
Telephone/ Mobile	011-23443703 011-23443710 [between 10:00 hrs to 16:00 hrs on working days]
E-mail ID	manavaland@pfcindia.com lalit_Silotia@pfcindia.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - *Technical-Part*
 - *Financial-Part*
- *Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)*
- *Submission of digitally signed copy of Tender Documents/ Addendum*
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

*Mr. V.N.D. Manavalan
SVP (Unit-1)
PFC Consulting Limited,
7th Floor (A-wing), Statesman House,
Barakhamba Road, Connaught Place, New Delhi – 110 001*

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- 1. Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.*
- 2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- 3. DD/ Bankers cheque in favor of PFC Consulting Limited payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter[®] functionality, the contents of both the 'ElectronicForms[®]' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms[®] and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms[®] is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the

complete information in the ElectronicForms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms[®] and the 'Main-Bid', the contents of the ElectronicForms[®] shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to PFC Consulting Limited in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to PFC Consulting Limited office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electrionictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of



Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.
Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

FORMAT OF BANKERS' CERTIFICATE FOR SOLVENCY FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s/Sh.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE:

- (1) Bankers certificates should be on letter head of the Bank.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.