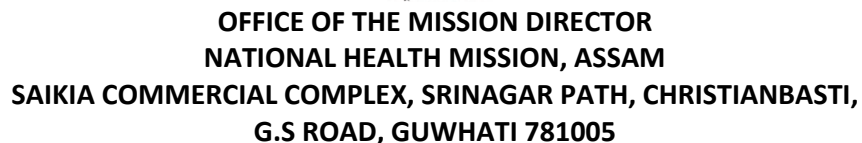




**OFFICE OF THE MISSION DIRECTOR  
NATIONAL RURAL HEALTH MISSION, ASSAM  
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,  
G.S ROAD, GUWHATI 781005**

**TENDER FOR SELECTION OF TRAVEL AGENCIES FOR BOOKING  
OF AIR TICKETS UNDER CHD PROGRAMME**



**e-mail : [misnrhm.assam@gmail.com](mailto:misnrhm.assam@gmail.com)**

**TENDER NO:NHM/PROC/TRV-AGN/2484/2015-16/ 8598    Date:04/08/15**

**Cost of Tender Documents in Demand Draft : Rs. 2000/- (Rupees Two Thousand) only in the form of Demand Draft in favour of "State Health Society, Assam"**



**OFFICE OF THE MISSION DIRECTOR  
National Health Mission, Assam  
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,  
G.S ROAD, GUWHATI 781005**

**TENDER FOR SELECTION OF TRAVEL AGENCY FOR BOOKING OF AIR TICKETS**

Sealed tenders in two-bid System affixing Court Fee Stamp of Rs 8.25 are invited from reputed Travel Agencies for booking of air tickets under CHD Programme for NHM, Assam.

**1. LAST DATE FOR RECEIPT OF TENDERS.**

**Sealed Tenders in two separate covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} will be received up to 12/08/15 till 2 PM** by the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar path, Christianbasti, G S Road, Guwahati-781005, Assam

**2. IMPORTANT NOTES:**

- a) The bidder shall quote prices in Indian Rupees only.
- b) The anticipated annual requirement of tickets would be about 3000 Nos. for various destinations in the country with a total estimated cost of Rs. 200.00 lakhs. However, definite volume of work cannot be guaranteed.

**3. ELIGIBILITY CRITERIA**

- a) The bidder should have the IATA membership and should be serving at least 1 Govt. Organization (proof should be attached) for the last 3 financial years.
- b) Bidder should have experience of providing tickets to Govt. Organizations for past three financial years i.e. 2011-12, 2012-13, 2013-14 or 2012-13, 2013-14, 2014-15.
- c) Average Annual turnover of the bidder in the past three financial years i.e. 2011-12, 2012-13, 2013-14 or 2012-13, 2013-14, 2014-15 shall not be less than Rs 60.00 lakhs.
- d) Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be

allowed to participate in the tender during the period of blacklisting.

#### 4. **GENERAL CONDITIONS.**

- a) The scope of work indicated in the bid document at Annexure I is tentative and subject to change depending on actual requirement.
- b) Tender documents may be obtained from the office of Tender Inviting Authority during office hours on payment of Rs 2000/- (non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati. The tender documents may also be downloaded from the official website- [www.nrhmassam.in](http://www.nrhmassam.in). The bidder downloading the Bid document from the website will be required to deposit Rs 2000/- (non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati while submitting the Tender. Tender without the fee of Rs 2000/- will not be accepted.
- c) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- d) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the bid document.
- e) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- f) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- g) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.

#### 5. **TECHNO-COMMERCIAL BID - COVER “A”**

The Bidder should furnish the following documents/charges in a separate cover hereinafter called “**Cover A**”.

a) **Court Fee Stamp and Tender Document Fee**

Court fee stamp of Rs 8.25. Tender document fee of Rs 2000.00 in the form of a Demand Draft in favour of “**State Health Society, Assam**” payable at Guwahati

b) **Earnest Money Deposit (EMD)**

Earnest Money Deposit amounting to **Rs 4.00 Lakhs** (Rupees four Lakhs) only in the form of Demand Draft/Banker’s Cheque favoring “**State Health Society, Assam**”. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest.

c) **Constitution of Company of Bidder:**

Documentary evidence regarding constitution of the company /concern such as Certificate of Incorporation, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

d) **Power of Attorney of Bidder:**

Attested copy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

e) **Undertaking of Bidder:**

Undertaking in the form at **Annexure-IIA&Annexure-II B**

f) **RegistrationCertificate**

Attested copies of valid IATARegistration Certificate.

g) **Annual Turnover**

Annual turnover statement for past three financial years i.e2011-12, 2012-13, 2013-14 or 2012-13, 2013-14, 2014-15 in the format given in **Annexure-III**certified by the Auditor/Chartered Accountant.

h) **Execution of similar contracts of Bidder:**

Details of servicesmade during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure IV**). Attested/notarized copies of orders/contracts executed for Govt. Organization in the past should be submitted.

l) **Service Tax Registration Certificate of Bidder:**

Service Tax Registration Certificate, as on 31<sup>st</sup> March of last financial year

j) **Undertaking on Fraud & Corruption of Bidder:**

Undertaking on fraud and corruption in the format at **Annexure-V**

k) **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per **Annexure VI**

l) **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

m) **Checklist of documents**

A Checklist (**Annexure-VII**) for the list of documents enclosed with their page

number. The documents should be serially arranged as per this **Annexure-VII** and should be securely tied or bound.

The above documents should be sealed in a separate cover superscribed as **"TECHNICAL BID, COVER "A" (TENDER FOR SELECTION OF TRAVEL AGENCY FOR BOOKING OF AIR TICKETS UNDER CHD PROGRAMME DUE ON 12/08/15 )"** and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

**6. PRICE BID - COVER "B"**

Cover "B" shall contain the Price Bid in the format at Annexure VIII of the Tender.

**a) Signature & Seal on each Page**

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

**b) Signature on corrections**

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

**c) Landed Cost**

The "Price Bid" should contain the service charges that will be charged per ticket at **Annexure VIII**

The above documents should be sealed in a separate cover superscribed as **"PRICE BID, COVER "B" (TENDER FOR SELECTION OF TRAVEL AGENCY FOR BOOKING OF AIR TICKETS UNDER CHD PROGRAMME DUE ON 12/08/15)"** and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

**The two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "TENDER FOR SELECTION OF TRAVEL AGENCY FOR BOOKING OF AIR TICKETS UNDER CHD PROGRAMME DUE ON 12/08/15" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar, G S Road, Guwahati-781005**

**7. OPENING OF COVER "A" AND COVER "B" OF TENDER**

- A. All bidders are entitled to be present at the date and time of opening of Technical Bid - Cover "A".
- B. Only those bidders whose Technical Bids are found to be acceptable after

technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B" of the tender. The price bids of tenderers not found technically qualified shall not be opened.

**8. VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

**9. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of offer of the successful bidder shall be at least 02(two) years from the date of finalization of the order and the successful bidder will be bound to provide service at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

**10. OTHER CONDITIONS**

**A. No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

**B. Execution of Order**

Order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority. Unless otherwise specified, services should be rendered directly by the successful bidder and not through any other agency.

**11. ACCEPTANCE OF TENDER**

**A. Tender Evaluation**

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates(landed price of each item). Conditional discounts shall not be taken into account for price comparison.

**B. Right to Reject Tender**

Tender Inviting Authority reserves the right to accept the tender or to reject

the whole tender at any point of time without assigning any reason.

C. **Tender Acceptance**

The acceptance of the tenders will be communicated to the successful bidders in writing.

12. **AGREEMENT**

The successful Bidder shall execute an agreement in the form at **Annexure IX** on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. **NON ASSIGNMENT**

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

14. **COMMUNICATION**

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

15. **SECURITY DEPOSIT**

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit amounting to Rs 4.00 lakhs in the form of bank guarantee from any Indian scheduled bank in favour of the Tender Inviting Authority valid for a period of 1 year. However, if the agency fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

16. **FRAUD & CORRUPTION:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their



participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

**17. LOCAL CONDITIONS:**

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

**18. PAYMENT PROVISIONS**

Payments towards the service provided will be made strictly as per rules of the Tender Inviting Authority. Billing on fortnightly basis will be allowed and payment will be released within 30 days from the date of submission of bills. Bills must be accompanied by copies of air tickets issued from the Agency's portal along with the copies of airlines ticket with matching PNR number.

**19. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

**20. ARBITRATION**

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

**21. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

**22. LAWS GOVERNING THE CONTRACT & JURISDICTION**

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Assam only.

\*\*\*\*\*

**Annexure I**  
**SCOPE OF WORK**

- The anticipated annual requirement of tickets would be about 3000 Nos. for various destinations in the country for a total estimated transportation cost of Rs. 200.00 lakhs approximately. However, no definite volume of work can be guaranteed.
- The travel agency should provide tickets at the lowest available airline fare. The agency will not be allowed to mark up air fare for tickets issued from the agency's portal. Therefore selected agency shall have to indicate the actual fare charged by the airlines on the ticket issued from its portal and at the time of billing submit a copy of the airline ticket accessed through the PNR number for cross checking by NHM. No other charges excluding the service charge will be paid to the agency.
- The agency should provide confirmed tickets only. Agencies should be able to provide air tickets at a very short notice (One to Three Hours) either during office hours or beyond office hours including Sundays and holidays. Agency may also be required during the contract period to deliver the tickets at the residence of the travelling officers as per instruction.
- For certain category of travelers i.e. Congenital Heart Disease Patient, Agency should provide confirmed tickets only from those airlines which have in flight facility of 6 Nos. of Oxygen Cylinders.
- For booking of tickets, agency should try to book the lowest fare tickets available at the time of giving booking by the NHM within half an hour of the said instruction(s).
- The agency will inform the traveler about the cancellation, rescheduling of flights by the airline through phone/SMS.
- In case the tickets are not delivered within time the Agency will be solely responsible for the same and no payment will be made. In that case the agency may be liable to forfeit security deposit.
- The agency will extend discounts/benefits, if any, on tickets offered by the airlines to NHM, Assam.

**ANNEXURE II A**  
**UNDERTAKING (by the Bidder)**

To

Mission Director,  
National Rural Health Mission, Assam

Tender No. \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of .....to transport ..... It is certified that rates quoted are lowest quoted for any institution in Assam and not higher than the prevailing market rate.
3. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT shall be forfeited by us.
4. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
5. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
6. We understand all the terms and conditions of the contract and bind

myself/ourselves to abide by them.

7. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE II-B**

**UNDERTAKING**

To

Mission Director,  
National Health Mission, Assam

Tender No. \_\_\_\_\_  
For supply of \_\_\_\_\_

We, ..... do hereby declare that presently we  
do not stand blacklisted by any Central or State Government organization or debarred from  
participating in tenders of such organization and are therefore eligible to participate in NHM  
Tender No..... Date.....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE-III**

**ANNUAL TURNOVER STATEMENT OF THE BIDDER**

The Annual Turnover of M/s \_\_\_\_\_ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.		
2.		
3.		
Total		- Rs. _____ Lakhs
Avg.		- Rs. _____ Lakhs

Date :

Seal :

Signature of Auditor / Chartered  
Accountant  
(Name in Capital Letters)

**ANNEXURE- IV**  
**Performance Statement (of the Bidder)**

**Tender No:**

<b>Sl.</b>	<b>Name and full address of the purchaser</b>	<b>Year</b>	<b>Value</b>
	<b>1</b>	<b>2</b>	<b>3</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			
<b>6.</b>			
<b>7.</b>			
<b>8.</b>			
<b>9.</b>			
<b>10.</b>			

**(Please use additional sheets if required)**

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :



## ANNEXURE V

### **UNDERTAKING ON FRAUD & CORRUPTION (for bidder)**

We ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for transportation of goods under tender reference no ..... we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE– VI**  
**NATIONAL RURAL HEALTH MISSION, ASSAM**

**AGREED TERMS & CONDITIONS**

Tender No. & Date \_\_\_\_\_

1. Details of Bidder

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

E-mail:

2. Definitions

1. “Purchaser” means the Mission Director, National Rural Health Mission, Assam or his authorized representative.
2. “Bidder” means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. “Site” means the premises of the purchaser or any other place as decided by the Purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.**

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)
	<b>C. Technical</b>	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	NA
3.	In case of deviations, confirm that the same have been highlighted separately.	NA
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	NA
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
7.	Confirm that for Congenital Heart Disease Patients, confirmed tickets will be provided from Airline that have in-flight facility of 6 Nos. of Oxygen Cylinders	

	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	NA
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT on %age of basic price to arrive at landed price in D2 above.	NA
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	NA
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	NA
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	NA
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	NA
9.	Confirm acceptance of Delivery Period as indicated under clause 17 (b) of the bid document.	NA
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	NA
12.	Confirm that the quoted prices are in Indian Rupees and shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount (Copy of Price list to be enclosed).	NA
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to	NA

	weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit amounting to Rs 4.00 lakhs in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of 1 month from the date of signing of agreement.	
16.	a) Confirm that all inspection & testing charges including 3 <sup>rd</sup> party inspection (if required) included in the price. b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	NA
17.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.	NA
18.	Packing / forwarding, transportation, loading/unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement. Please confirm compliance.	NA
19.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	NA
20.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
21.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	NA
22.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	NA

23.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
24.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
25.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE-VII****CHECK LIST**

<b>Sl.</b>	<b>Cover A</b>	<b>Yes</b>	<b>No</b>
1.	Court Fee Stamp/IPO & Tender Document Fee furnished		
2.	EMD in the form of DD/ Banker's Cheque furnished		
3.	Documentary evidence for the Constitution of the company		
4.	The instruments such as Power of Attorney, Resolution of Board etc.		
5.	Undertaking as per Annexure II A & B		
6	IATA Registration Certificates		
7.	Service Tax Registration Certificate		
8.	Annual Turnover Statement for 3 years (Annexure – III)		
9.	Performance Statement as per Annexure IV		
10.	Undertaking on Fraud & Corruption as per Annexure V		
11.	Agreed Terms & Conditions as per Annexure- VI		
<b>Sl</b>	<b>Cover B</b>	<b>Yes</b>	<b>No</b>
1.	Price Bid as per Annexure VII		

**ANNEXURE VIII**

**PRICE BID**

TENDER NO.....

Sl. No.	Service Charge (in Rs) per ticket

**Total** = Rs.....

Rs (in words).....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

**ANNEXURE-IX**  
**Form of Agreement**

THIS CONTRACT AGREEMENT is made

This ..... day of month..... year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements ( including Technical Specifications)
  - (e) The Supplier’s bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



For and on behalf of the Purchaser

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_

For and on behalf of the supplier

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_