



**E-Tender
for
Empanelment of a Travel Agency for Air Travel
(Domestic, International, Forex and related
services)**

E-Tender Reference No: EXIM/RFP/2021-22/19

**Head Office:
Centre One Building, 21st Floor, World Trade Centre Complex,
Cuffe Parade, Mumbai – 400 005**

TABLE OF CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
1	Quotation Bid Notice	3
2	General Tender Details	4
3	Mandatory information required for pre-qualification of the Bidder	6
4	Information for Bidders	8
5	Conditions for Micro and Small Enterprises (MSEs)	10
6	General Conditions of RFP	12
7	Scope of Work	16
8	Evaluation of Bids	18
9	Eligibility Criteria of Bidders / Technical Bid	19
10	Commercial Bid	23
11	General Instructions to Bidders (<u>Annexure I</u>)	24
12	E-Tendering Process Compliance Statement (<u>Annexure II</u>)	27
13	Undertaking from the Bidder (<u>Annexure III</u>)	28
14	Self-Declaration for Compliance (<u>Annexure IV</u>)	29
15	Non-Disclosure Agreement (<u>Annexure V</u>)	30
16	Integrity pact (<u>Annexure VI</u>)	36
17	Statement of Nil Deviation (<u>Annexure VII</u>)	42
18	Pre-Bid Query Format (<u>Annexure VIII</u>)	43

QUOTATION BID NOTICE

Export-Import Bank of India (India Exim Bank), a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Empanelment of a travel agency for air travel (domestic, international, forex and related services)”.

1. Bids are invited through e-Tendering process. E-Tendering is the process by which bidding activity is carried out using internet and associated technologies in a faster and secure environment.
2. Vendor registration can be done online by visiting:
<https://eximbankindiatenders.procuretiger.com>
Click on the “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
3. Tender document can be downloaded from the above mentioned web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

4. CONTACT INFORMATION FOR E-TENDER PROCESS

e-Procurement Technologies Limited
A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895
Primary Contact Numbers:- M:- 9081000427/ 09904406300
E-mail
ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

GENERAL TENDER DETAILS

Tender Document for	Empanelment of a travel agency for air travel (domestic, international, forex and related services)
Tender Reference No.	EXIM/RFP/2021-22/19
Type of Tender	Open Bid (Two Bid System)
Tender Document Cost	₹ NIL
EMD Amount	₹ 10,000 in the form of a Demand Draft drawn in favour of Export-Import Bank of India
Last date for acceptance of IP Agreement	September 23, 2021, 5:00 PM
Place of Submission of IP Agreement original document.	Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005. If lock down continues, upload digitally signed IP Agreement copy on e-Tender portal
Date of Online Notice	September 2, 2021, 5:00 PM
Document Downloading Start	September 2, 2021, 5:00 PM
Date of Online Pre-Bid meeting	September 13, 2021, 11:00 AM-12:00 PM at https://eximbankindia.webex.com/meet/hrm
Document Downloading End	September 23, 2021, 5:00 PM
Last Date and Time For Submission	September 23, 2021, 5:00 PM
Opening of Tender	September 24, 2021, 10:00 AM
Address for communication	Ph. 022-22172771/2774 swarup.c@eximbankindia.in ajayprabhu@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

Note: Commercial bids will be opened online only. E-Tendering is the simulation of manual tendering process on the internet i.e., eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids.

The eligible Bidders will be trained by M/s e-Procurement Technologies

Ltd. (abcprocure.com) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized India Exim Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection
2. Operating system – Windows 7/ Windows 10
3. Digital certificate - Class II or III, signing + Encryption, and it should be organizational certificate only
4. Vendor registration can be done online by opening Website: <https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

For any clarification kindly contact –

E-Procurement

Technologies Limited

801 – Wall Street – II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail

ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

MANDATORY INFORMATION REQUIRED FOR PRE-QUALIFICATION OF THE BIDDER

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Contents		Particulars
1. Name of the Firm/		
2. Name of the Proprietor, Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. License issued by Competent Authority		
8. Registration No. and Date of Registration		
9. Status of the firm (Proprietor/Partnership/Co.		
10. Name of Bankers	a.	
	b.	
11. PAN Card No. (attach copy)		
12. GST No. (attach copy)		
13. IATA Certificate (attach copy)		
14. License No. for dealing in forex (attach copy)		
15. Annual Turnover of last 3 years (attach proof)		
16. Does the firm have more than 3 years' experience dealing in rail/air travel (Domestic & International)		Yes / No

17. Whether transaction fees / Service Charges mentioned by you in the bid will remained constant for three years?	Yes/No
18. Is the firm capable of delivering additional facilities other than the scope of work under this Tender?	Yes / No Please elaborate.
19. List of Organizations with address and telephone number to whom services have been provided during the last three years with period of contract to be enclosed.	
20. Any other information important in the opinion of the bidder.	

Seal and Signature of the document to be uploaded on the E-tender portal.

Date :

Place :

Note : Please furnish documentary proofs wherever necessary, issued by the appropriate authorities.

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website:
<https://eximbankindiatenders.procuretiger.com/EPROC/>
2. The bidders can enrol themselves on the website:
<https://eximbankindiatenders.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.
4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder should get the bid documents ready in advance to be submitted as indicated in the tender document / schedule. The documents can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please ensure that all format asked as per Sr. No 4 to 5 above and in table of contents of tender document are properly uploaded online Website for E-Procurement –
<https://eximbankindiatenders.procuretiger.com/>

This Invitation for Bids is open to all the entities meeting necessary eligibility criteria as mentioned in this document. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, India Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. The bidder or his agent must have an office in Mumbai, India. Bidders, despite meeting the criteria given above may be disqualified, if they have made untrue or false representation in the forms, statements

and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in providing services or financial failure, etc.

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME (MoMSME)
 - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

Relaxation of norms for Micro & Small Enterprises (MSEs):

- a.** Pre-qualification criteria with respect to prior turnover and prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- b.** However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein India Exim Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

GENERAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer (India Exim Bank). Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 1. Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the International Centre for Alternative Dispute Resolution (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

- 4. Penalty for use of undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.
- 7. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

- (a) The Seller is declared bankrupt or becomes insolvent.
- (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (c) The Seller continues to provide below-par services despite two written notices in a month.
- (d) With mutual agreement
- (e) As per decision of the Arbitration Tribunal.

8. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email, addressed to the last known address of the party to whom it is sent.

9. Amendments: No provision of the present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

10. Evaluation and Comparison of Bids:

The bidder meeting the Eligibility Criteria will be considered for technical evaluation. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:

- a. General Eligibility and technical specification evaluation
- b. Commercial evaluation

11. The e-tender shall be in two Bid System i.e. Technical Bid and Commercial Bid. The amount of EMD (Bid Security) is ₹ 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft, which should be valid for 3 months, drawn in favour of **Export-Import Bank of India** which shall be couriered / sent to the Bank through registered post and the details should be mentioned in the bid document.

12. Notices to local bodies:

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

13. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

14. Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

15. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

SCOPE OF WORK

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. The travel agency will suggest economical tariffs and alternate routes, airline options with minimum stop overs for international and domestic flights, for all travels and provide confirmed tickets on **refundable** basis. In case confirmed tickets are not readily available, efforts are to be made by the agency for getting confirmed tickets on the preferred dates/routes.
2. The travel agency will advise and extend special offers being given by various airlines as and when such offers are made.
3. The travel agency will assist in obtaining passports, visas and be well versed with various country visa requirements, border issues, transit visas, layovers, Schemes/Companion Schemes being offered by Airlines, etc., travel insurance, fulfilment of medical requirements prescribed for certain countries, assist in identification and booking of suitable hotel accommodation as well as in-city transportation at foreign locations.
4. The travel agency will assist with procedures and obtention of rail bookings for domestic travel.
5. The travel agency will operate a travel desk by posting (One person) at India Exim Bank's Head Office at Centre One, World Trade Centre, Cuffe Parade, Mumbai – 400005. The travel desk will operate on all working days from Monday to Friday from 9:45 A.M. to 6:00 P.M. The agency will provide emergency contact numbers along with names of designated persons who can be contacted for emergencies beyond the hours indicated above. All requests and approvals should be routed through the Bank's internal communication platform. In case of emergencies, wherein accessing the internal communication platform may not be possible, approvals should be obtained over email from designated officer(s) in the Human Resources Group.
6. The travel agency will submit pending bills on a fortnightly basis for payment along with a statement providing detailed information on

the travel including name of Bank's official, date of booking, destinations, routes, airfares, discounts in format which shall be mutually agreed.

7. Applicable taxes, should be specified separately with the nature of tax and percentage of its applicability.
8. India Exim Bank will make all payments after obtaining internal approvals and all bills will be paid after proper scrutiny. While the Bank will make payments within a reasonable period, no specific time limit shall be imposed on the Bank for payment of any of the bills.
9. Payment against invoices will be made by India Exim Bank to the travel agency through RTGS/ NEFT directly in the bank account, details of which will be provided by the empanelled agency to India Exim Bank.

EVALUATION OF BIDS

The technical bids will be evaluated for determining the continued eligibility of the bidder and compliance of the bids with the necessary technical requirements and scope of work of this tender.

The bidder meeting the Eligibility Criteria will be scored on the basis of Technical Evaluation Scoring Sheet attached to this document. Bidder needs to score the cut-off marks in technical evaluation to qualify for opening of commercial bid. The bidder must submit documentary proof for the eligibility criterion wherever necessary.

India Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to seek further clarification from the Bidder(s) will be taken up by the Bank at its own discretion.

The Commercial bid of only those bidders will be opened who qualify the eligibility and technical specification criteria. Normally, the agency providing the lowest bids across service categories will be selected as successful bidder. However, Bank will reserve it's right to select any other bidder with sufficient reasons to reject the lowest bidder.

ELIGIBILITY CRITERIA OF THE BIDDER/ TECHNICAL BID

Sr. No.	Eligibility required from bidder	Compliance (Yes/ No)	Supporting Document enclosed (Yes/ No)
1	The travel agency should be Mumbai based preferably with a presence in New Delhi, Kolkata, Chennai, Bengaluru, Hyderabad, Ahmedabad, Pune, Chandigarh and Guwahati where India Exim Bank has its Representative Offices. Global presence will be an added advantage.		
2	Travel agency should have GSTIN and PAN Number.		
3	Travel agency should have a minimum annual turnover of ₹ 30 crore and submit audited balance sheets/profit & loss accounts and Income tax returns for the past three years.		
4	The travel agency MUST be IATA authorised		
5	ISO certification of the travel agency is an added advantage.		
6	The travel agency should be approved by Government of India – Ministry of Tourism (furnish the date of approval and its validity)		
7	The Travel agency should have the facility to provide foreign exchange for international travel. Travel agency having foreign exchange license is an added advantage.		
8	The Travel Agency MUST have Airport Assistance Service for Bank's Top Executives		
9	Travel Agency should have adequate experience in the field and the agency must have rendered such services to reputed Financial Institutions/ Public Sector Banks/ MNCs		
10	Integrity Pact Agreement (IPA) to be executed. Note: Download the IPA (attached as Annexure VI) and sign on ₹ 500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to India Exim Bank, Head Office, Mumbai.		
11	Scanned copy of all Annexures on company's Letter head and signed copy of e-tender document to be uploaded on the E-tender portal.		

Note:

- All the above criteria will be considered during evaluation of tender documents and will be tabulated in a marking system. The bidder must submit documentary proof for the above eligibility criterion wherever necessary.
- The discretion of Bank will be final and binding to all in respect of finalising parameters on which the bids will be analysed. The proposal will be evaluated on eligibility criteria as mentioned in the tender documents.
- All offers received will be screened and shortlisted by a Committee of the Bank based on the specified requirements and the details submitted by the bidders. All shortlisted offers will be further evaluated on the qualitative aspects on various parameters as detailed in **Technical Bid Evaluation Scoring Sheet**. The technical score will be assigned based on above details. **Only those bidders scoring 60 marks and above, on the scale of 100, will be shortlisted for opening of commercial bids.** The bidder providing the lowest bids across service categories will be selected as the successful bidder. The Bank, if needed, will negotiate with the successful bidder.
- India Exim Bank reserves the right to reject any or all the tenders at any stage of the tender. Canvassing in any form will disqualify the travel agency.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

TECHNICAL BID EVALUATION SCORING SHEET (start here)

Sr. No.	Criteria Description	Max Marks	Cutoff Marks
1	The travel agency should be Mumbai (2) based preferably with a presence in New Delhi (2), Kolkata (1), Chennai (1), Bengaluru (1), Hyderabad (1), Ahmedabad (1), Pune (1), Chandigarh (1), Guwahati (1). (Essential Locations – Mumbai, Delhi, Chennai)	12	5
2	*Travel agency should have valid GST and PAN Number.	5	5
3	Travel agency should have annual turnover not less than ₹ 30 crore. (5 marks for annual turnover of minimum ₹ 30 crore, thereafter 1 mark for every additional ₹ 10 crore turnover)	12	5
4	*The travel agency MUST be IATA authorized (furnish the date of approval and its validity), if not, the Agency will not qualify for final consideration. The Agency should be equipped with requisite infrastructure in the form of Airline Computerized Reservation Systems (CRS), electronic mail and other modern communication systems.	5	5
5	Travel agency must hold a valid ISO Certificate.	5	0
6	*The travel agency should be approved by Government of India – Ministry of Tourism (furnish the date of approval and its validity), if not, the Agency will not qualify for final consideration.	5	5
7	*The travel agency should have the facility to provide foreign exchange for international travel, and furnish valid license for Forex, else the Travel Agency should hold a valid ISO Certificate.	15	15
8	*The travel agency MUST have Airport Assistance Services for Bank's Top Executives, else the agency will not qualify for final consideration.	5	5
9	Total years of experience (5 marks for minimum 5 years' experience, thereafter 1 mark for every additional 2 years of experience)	16	5
10	*The agency should have minimum 3 PSU Banks/ FIs/ undertakings client references (5 marks for minimum 3 such client references, thereafter 2 marks for every additional client, subject to maximum 15 marks. Engagement with RBI, SBI, SIDBI, IDBI will be preferred over others.)	15	5
11	*Integrity Pact / all annexures attached	5	5
Total Marks		100	60
Minimum Marks required for technical qualification		60	60

Note: The parameters mentioned above should be supported by documentary proof, wherever necessary, failing which, zero mark will be assigned to that criterion. Parameters marked with (*) are non-negotiable, and any travel agency failing to fulfill these parameters will not be given the final consideration.

COMMERCIAL BID (FINANCIAL BID)

Tender for “Empanelment of Travel Agency”

Sr No	Products	Service Fee (in ₹)
1	Air Ticket booking – Domestic	
2	Air Ticket booking – International	
3	Domestic Ticket cancellations	
4	International Ticket cancellations	
5	Passport Services	
6	Rail Ticket Booking	
7	Rail Ticket Cancellation	
8	Visa Fees – (only service charges)	
9	Hotel Reservations (on per person basis)	
10	Car Rental	
11	Airport Assistance	
12	Travel Insurance	

Foreign Exchange

Service charges for providing Foreign Exchange: **In percentage**

All the above rates should be exclusive of GST. The rates quoted will be applicable to the selected agency during the entire term of empanelment with the Bank.

Date:

Signature of Bidder

Place:

Name.....

Stamp:

GENERAL INSTRUCTIONS TO BIDDERS

1.0	<p>Parties:</p> <p>The parties to the Contract will be the bidder providing extensive travel services for domestic and international travel, including forex exchange arrangements and other related services and Export-Import Bank of India, Floor 21, World Trade Centre Complex, Centre One Building, Cuffe Parade, Mumbai - 400 005 who would be availing the services.</p>
2.0	<p>Addresses:</p> <p>The bidder shall be solely responsible for the consequences of any omission or error to notify change of address and/or contact number(s) in the aforesaid manner</p>
3.0	<p>Performance Guarantee:</p> <p>A Performance Guarantee of ₹ 2,00,000/- (Rupees Two Lakh only) in the name of Export-Import Bank of India, payable at Mumbai, in the form of Demand Draft of any Nationalized Bank must be deposited by the successful bidder within 30 days of receiving the award of contract. The Performance Guarantee will be returned to the Agency on successful completion of the contract period.</p>
4.0	<p>Signing of the relevant documents:</p> <p>The individual signing the e-tender or other documents connected with the contract must specify whether he signs as:-</p> <ul style="list-style-type: none"> (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor. (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute the document. (c) Director(s) or Principal Officer of the Company duly authorized by Board of Directors of the Company, if it is a Company.
5.0	<p>Commercial Bid:</p> <p>The Commercial Bid should be submitted in given format. The Commercial Bids of those bidders, who are found technically competent/eligible, will be opened on a specified date and time.</p>
5.1	<p>Terms of payment as stated in the Tender Document shall be final. The taxes liable would be deducted at source as per</p>

	government rules and guidelines, if any, prevailing at the time of payment.
6.0	Validity of the Bids: The bids shall be valid for a period of 90 days from the date of opening of the tender.
7.0	The responsibility for timely submission of the tender by the stipulated date and time shall lie on the bidder.
8.0	Opening of Tender: The commercial bid will be opened by the e-tender opening & evaluation Committee of India Exim Bank, WTC, 21 st floor, Centre One Building, Cuffe Parade, Mumbai at 1500 hrs on September 24, 2021 . The bidder is at the liberty to be himself present or may authorize, not more than one representative to be present at the time of opening of the commercial bid. The representative attending during opening of the e-tender on behalf of the bidder should bring with him a Letter of Authority from the bidder and proof of identification.
9.0	Criterion for evaluation of tender: After opening of the Commercial Bid, the same will be evaluated by an internal committee of the Bank. In case the committee decides to seek further information/clarification, the same shall be provided by the bidder.
10.0	The contract will commence from the date of signing of the Agreement indicated in the terms and conditions. The contract will be for a period of 36 months as per the same terms and conditions as finalized at the time of signing the contract and may be further extendable up to one year (or maximum of four years from award of contract/signing of agreement), if the performance/service is found satisfactory.
11.0	Right of Acceptance: India Exim Bank reserves all rights to reject any or all bids without assigning any reason whatsoever and does not bind it to accept the lowest or any specific tender. The decision of the Competent Authority of India Exim Bank in this regard shall be final and binding. Any failure on the part of the bidders to observe the prescribed procedure and any attempt to canvas for the work will prejudice the tender submitted by the bidder.
11.1	Tenders not in conformity with the prescribed terms and conditions will stand disqualified.
12.0	Communication of Acceptance: Successful bidders will be informed of the acceptance of his/her

	bid.
13.0	<p>Signing of the Agreement by the successful bidder who has been awarded the Contract for providing extensive travel services for domestic and international business travel, including forex exchange arrangements and related services will be by an authorized signatory from the Bidder's Agency and the Competent Authority of India Exim Bank.</p> <p>The Bidder shall have to sign the contract agreement on a non-judicial stamped paper of ₹ 100/-. Any failure on the part of the bidder for not signing the contract agreement or fulfilling the conditions as provided in the e-tender contract will be dealt as per Clause 14 of the Tender Agreement.”.</p> <p>In case the bidder after award of the contract fails to sign the contract agreement within a period of 30 days, award of contract will be cancelled without any extension.</p>
14.0	<p>Breach of Terms and Conditions:</p> <p>In case of breach of any of the Terms and Conditions mentioned above, India Exim Bank will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by India Exim Bank in that event.</p>
15.0	<p>Sub-letting of Work:</p> <p>The firm shall not assign or sublet the work or any part of it to any other person or party.</p>
16.0	The e-tender will not be transferable.
17.0	<p>Termination of the Contract</p> <p>Either party can terminate the contract by giving thirty days' notice.</p>
18.0	<p>Terms of Payment:</p> <p>No payment shall be made in advance.</p>

I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

Sign:

Date:

Place

E-TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the bid event (**Tender Ref: EXIM/RFP/2021-22/19**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of India Exim Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the India Exim Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the India Exim bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The India Exim Bank reserves the right to extend or reschedule or annul the e-tender process.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date:

Organization Name:

Name:

Designation:

UNDERTAKING FROM THE BIDDER

To,
Mr. Lokesh Kumar
General Manager
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sir,

**Ref: Empanelment of travel agency for air travel (domestic/
international, forex and related services)**

Ref. No: EXIM/RFP/2021-22/19

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the India Exim Bank. I / We agree to pay all applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree India Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the India Exim Bank, during the course of the work, India Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:
Date:

Name:
Designation:
Seal:

SELF-DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < ***Name**Designation**M/s. Company Name***

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.
6. My company will produce all documents for verification process as per India Exim Bank's requirement and various audit compliance.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ by and between

_____, (an _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005, hereinafter referred “**India Exim Bank**” or “**Disclosing Party**”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & India Exim Bank are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that India Exim Bank may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential information:** For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or

disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 3 (three) years from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and India Exim Bank. However, the confidentiality obligations shall survive the

termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information**: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information,
(ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the

obligations set forth in this agreement.

7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party
Party

By _____

Name:

Title:

Receiving

By _____

Name:

Title:

INTEGRITY PACT

Between

Export-Import Bank of India (India Exim Bank) hereinafter referred to as
“The Principal”,

And

..... hereinafter referred to as “The
Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for “Empanelment of a travel agency for air travel (domestic/ international, Forex and other related services)”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose an any and all payment made, are committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Sanction 3 - Disqualification from tender process and exclusion from future contracts

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

Sanction 4 – Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 - Independent External Monitor

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. Names and Addresses of the Monitors are given below;

Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) , Mumbai – 400054 Email: IEM@eximbankindia.in	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: IEM@eximbankindia.in
--	--

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), India Exim Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), India Exim Bank and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the

Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Managing Director (MD), India Exim Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), India Exim Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), India Exim Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director (MD) of India Exim Bank.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal
Bidder/Contractor)
(Office Seal)
Seal)

(For & On behalf of
(Office

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,

Mr. Lokesh Kumar,
General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Re: Tender RFP Ref: **EXIM/RFP/2021-22/19**

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

PRE-BID QUERY FORMAT

Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting

If, a bidder, desiring to respond to RFP for “Empanelment of a travel agency for air travel (domestic/international, forex and related services)”,

requires any clarifications on the points mentioned in the RFP may communicate with India Exim Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries are received 2 days before pre bid meeting i.e. on or before September 13, 2021. The questions will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

Queries in the following format should be emailed to:

Swarup Chakraborty

Swarup.c@eximbankindia.in

Assistant General Manager – Human Resource Management Group

Ajay Prabhu

ajayprabhu@eximbankindia.in

Manager- Human Resource Management Group

Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
		Email:
		Tel/Mobile:
Page Number:	Point Number:	Query description

In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.