



Rural Electrification Corporation Limited

A Government of India Enterprise

Core-4, SCOPE Complex, 7 Lodi Road, New Delhi-110 003,

Tel. : 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in. Website: www.recindia.nic.in

Sealed Tenders are invited in two bid system i.e. "Techno-Commercial Offer" and "Price Offer" from members of IATA having registration with Deptt. of Tourism, Govt. of India preferably having establishment in Central Delhi for arranging domestic and international tickets in respect of officers of the Rural Electrification Corporation Ltd. The following details are for information of the interested parties who may quote for the same.

Sl. No.	NIT	Particulars Of Tender	Name of Office and address	Cost of Tender Document	EMD	Last date & time for submitting Tender	Date & For Of
1	2	3	4	5	6	7	8
1	2008/2 (Travel)	Providing of Tickets for officers by Domestic/Internal Airways, and other travel arrangements etc.	REC Ltd. Corporate Office Core 4 Scope Complex 7, Lodhi Road, New Delhi -3	Rs.400/-	Rs. 1.0 Lac	16 th June 2008 (1500 hrs.)	16 th June 2008 (1530 Hrs.)

Tender forms can be obtained from REC Office at REC Core 4 SCOPE Complex 7 Lodhi Road, New Delhi-110003 or visit our Website www.recindia.nic.in. & or www.recindia.com. Cost of tender (non-refundable) by way of Demand Draft payable in favour of REC Ltd. may be enclosed along with the tender in "Techno-Commercial Offer" of the bid failing which the bid may not be entertained. REC Ltd. reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

New Delhi-110003.

Dated: May 31 2008.

Sd/-
FUZAIL AHMAD
Dy.General Manager, REC

Serial No.



रूरल इलेक्ट्रीफिकेशन कारपोरेशन लिमिटेड

RURAL ELECTRIFICATION CORPORATION LIMITED

(भारत सरकार का उद्यम) (A Government of India enterprise)

Regd Office: Core-4, SCOPE Complex, 7 Lodi Road New Delhi 110003
Tele. 24365161 Fax 24360644 Email reccorp@recl.nic.in Gram RECTRIC
Web site www.recindia.com & www.recindia.nic.in

Bid Document for Appointment of Travel Agent

Tender No: RECL/ 2008/2 (travel)

Issued on : 29th May 2008

Issued By :

**Administration Division
Rural Electrification Corporation Limited
(A Govt. Of India Enterprise)
Core-4, Scope Complex, Lodhi Road,
New Delhi – 110 003.**

**Fax :+91 (11) 24360644 Tel: +91 (11) 24365161
E-mail: reccorp@recl.nic.in, visit us at <http://recindia.nic.in>**

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SECTION - 1

Tender No. RECL/

May 29, 2008

NOTICE INVITING TENDERS

Sealed tenders are invited from eligible Travel Agents for providing travel-related services.

Estimated value of ticketing is Rs. 200 Lakh per annum.

Tender documents shall be available from the office of DGM (Admn.), Rural Electrification Corporation Limited, 2nd Floor, Core-4, Scope Complex, New Delhi – 110 008, on payment of non-refundable fee of Rs. 400/- by Demand Draft in favour of “**Rural Electrification Corporation Limited**”, Payable at New Delhi.

Tenderers requesting tender documents through post should include an additional amount of Rs.50. Mailing of tender will be wholly at the risk of the Tenders.

Last date of sale of tender documents is **10.06.2008**.

Complete tender documents are also available on REC's website, address given below:

[http:// www.recindia.com](http://www.recindia.com) & www.recindia.nic.in

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document in the form of a demand draft, in a separate envelope along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Eligibility Criteria:

- i) The Agent should be member of IATA (Submit copy of valid Membership Certificate).
- ii) The Agent should have experience of having completed at least one similar job valuing not less than Rs. 160 Lakh during last 3 years ending March 31, 2008 (Submit Certificate from the Client). Similar Job means ticketing business, whereby Gross value of tickets booked and not the commission will be considered.
- iii) The Agent should have valid registration with Department of Tourism, Government of India (Submit copy of valid Registration Certificate).
- iv) The Agent should have tie-up with at least 2 major Hotels (Five, Four & Three Star) in the metro cities (Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bangalore) (Submit evidence showing tie-up with major Hotel).
- v) The Agent should have tie-up with at least 1 major Tourist Car Operator in NCR region of Delhi (Submit evidence showing tie-up with major Tourist Car Operator).
- vi) The Agent should have an establishment in Delhi (Submit evidence in support of the establishment).
- vii) The Agent willing to set up an in-plant office at RECL premises need only apply (Submit willingness in Agents Letter Head).

The documentary evidence as mentioned in the bracket against each condition in support of the criteria as above to be furnished by the Bidder.

Evaluation Criteria

- i) The **International** to **Domestic** booking shall be in the ratio of **10:90**, value wise.
- ii) The total discount figure shall be considered for the purpose of ranking of the bids.
The total discount figure shall be arrived as under: -

Rate of **International** discount X 0.1 (point one) + Rate of **Domestic** discount X 0.9 (point nine)

For Example

An agent quotes 10% & 8% discount on International & Domestic booking respectively. In that case for tender evaluation, the total discount figure shall be 8.8% as under:

$$10 \times 0.1 + 8 \times 0.9 = \mathbf{8.2 \%}$$

Earnest money amounting to Rs. 1,00,000/- (Rupees One Lac only) by Demand Draft in favour of "Rural Electrification Corporation Limited"/Bank Guarantee in the prescribed format from a scheduled bank from its branch at Delhi/New Delhi shall be submitted along with the tender.

Tenders received without EMD/inadequate EMD shall be summarily rejected.

Two stage bidding system to be adopted i.e. "Techno-Commercial Offer" and "Price Offer".

Tender document fee (when documents are downloaded from website) and EMD shall be part of Techno-Commercial Offer.

The sealed tenders shall be submitted in the Tender Box placed at the reception marked (Tender for appointment of Travel Agent) or may be sent by post to the DGM (Admn.), Rural Electrification Corporation Limited, 2nd Floor, Core-4, Scope Complex, Lodhi Road, New Delhi – 110 003 and must be submitted or reach the above mentioned person **on or before 15:00 hrs., on June16th, 2008.**

In the first stage the Techno-Commercial Offers shall **be opened at 16:00 hrs. on June16th, 2008** in the presence of Tenderers or their authorized representatives present at the time of tender opening.

The Price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

RECL reserves the right to accept or reject any or all the tenders without assigning any reason.

E.D. (HR/ Admn.)

-END OF SECTION 1-

SECTION- 2

Tender No. RECL/

May 29, 2008

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 This "Purchaser" means Rural Electrification Corporation Limited (RECL)
- 2.1.2 "Bidder" means the individual or firm who participates in this tender and submits its bid.
- 2.1.3 The "Services" means all the services and other solutions which the Agent is required to provide to the Purchaser under the contract.
- 2.1.4 "Letter of Intent" means the communication of the intention of the purchaser to the bidder for the purchase of services as per Purchase Order read with bid documents.
- 2.1.5 "Contract" means the Agreement signed after issue of Letter of Intent by the purchaser on the Agent signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the Letter of Intent and bid documents constitutes the contract.
- 2.1.6 "The Agent" means the individual or firm providing the services under the contract.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3. BID DOCUMENTS

- 2.3.1 Bid Documents includes:-
 - a) Notice Inviting Tender
 - b) Instructions to Bidders
 - c) Questionnaire Form
 - d) General Terms and Conditions
 - e) Functional and Operational Requirements
 - f) Proforma of Price Offer
 - g) Bid Bond Format (EMD)
- 2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.2 The amendments will be notified in writing or by telex or fax to all prospective bidders who have received the bid documents and these amendments will be binding on them.

2.5 **EXTENSION OF TIME**

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 **SUBMISSION OF BID**

Sealed offer shall be submitted in two separate envelopes.

Envelope 1 superscribed as PART-1 (Techno-commercial offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the N.I.T.
- b) Questionnaire Form (Section-3).
- c) EMD
- d) A Clause-by-Clause compliance to all Terms & Conditions of the tender specified at Section 4 and 5.

Envelope 2 superscribed as PART-II (Price Offer) shall contain the Price offer (Section-6).

- (i) A single cover containing both the envelopes (i.e. Envelope 1 & Envelope 2 sealed separately) shall be addressed to the DGM (Admn.) at the following address:

DGM (Admn.),
Rural Electrification Corporation Limited, 2nd Floor,
Core-4, Scope Complex, New Delhi – 110 003.

Tel: +91-11-24365161

Fax: +91-11-4360644

The envelopes should be superscribed **“Tender No. RECL/ 2008/2 (Travel) for Appointment of Travel Agent”** and also **“Do not open before 15:00 hrs. June 16th, 2008”**.

The tender box shall be sealed at the stipulated deadline for submission.

The names/designations of concerned officers who can be contacted are mentioned below: ***(Please mention name of two admn. Officers with contact Nos.)***

- | | |
|--|--|
| 1) Shri R C Kashyap
Manager (Admn)
Ph:24362056 | 2) Shri O P Agarwal
Sr. Officer
Ph: 24365371 |
|--|--|

- (ii) All the three envelopes (one outer and two inner) shall bear “Tender for Appointment of Travel Agent” and the Tender Number with the words ‘DO NOT OPEN BEFORE’ (due date and time).
- (iii) The inner and outer envelopes shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared ‘late’ or ‘rejected’.
- (iv) The tenders may be sent by tenderers by Courier / Speed Post, with the envelope marked as mentioned above. Alternatively, tenders may also be deposited by the tenderers in the tender box placed at the reception marked (Tender for appointment of Travel Agent) at Ground Floor within the due date and time.
- (v) Offers received through fax or through open letter shall be ignored.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Submission of bid from Principal or its authorised Agent only shall be permitted. Submission of bid from both Principal and its authorised Agent is not permitted.

An authorised Agent is permitted to submit its bid on behalf of only one Principal.

The Bidder shall furnish as a part of bid documents establishing the bidder’s eligibility and qualification to provide the services. The Bidder shall also submit documentary evidence in support of eligibility conditions specified in the NIT.

2.8 BID SECURITY

- 2.8.1 The Bidder shall submit, as part of bid security of Rs. 1.00 Lakh. The bid security shall be in one of the following forms:-
 - (a) A Bank Guarantee as per enclosed format issued by a scheduled bank in favour of the purchaser, valid for a period of 150 days from the date of tender opening.
 - (b) Demand Draft or Pay Order from a scheduled bank in favour of M/s Rural Electrification Corporation Limited, payable at Delhi.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.
- 2.8.3 The bid security of the unsuccessful bidders will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.8.4 The successful Bidder’s bid security will be discharged upon the Bidder’s submission of the Performance Guarantee.
- 2.8.5 The bid security may be forfeited under the following circumstances:-
 - a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to provide the services in terms of the contract.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9. VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may request the consent of the Bidder for an extension to the period of bid validity. The bid security provided under clause 8.1 (a) shall also be suitably extended. A bidder accepting the request and granted extension will not be permitted to modify his bid.

2.10 FORMAT OF SIGNING OF THE BID

2.10.1 The Bidder shall prepare two copies of the bid clearly marking as one copy as "Original Copy" and the other as "Copy".

2.10.2 In the event of any discrepancy between them, original shall prevail.

2.10.3 The original copy of the bid shall be typed and shall be signed by the Bidder or a person duly authorized by the Bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.

2.10.4 All pages of the original bid shall be initialled by the person signing the bid.

2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialled by the bidder signing the bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

2.13.1 The Bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

2.14 OPENING OF PART-I (TECHNO-COMMERCIAL BIDS)

2.14.1 The Purchaser shall open the Part-I (Techno-Commercial Bid) in the presence of authorized bidder's representatives who choose to attend at date and time specified in the NIT. The Bidder's representative(s) who is present shall sign the Attendance Register.

2.14.2 A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening.

2.14.3 The date fixed for opening of bids, if subsequently declared as holiday by the RECL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

2.15 CLARIFICATION OF BIDS

2.15.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion ask the Bidder for clarification of its bid. The clarification and response from the Bidder shall be in writing.

2.15.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and altering the conditions and bidder shall provide the same at the rate quoted.

2.16 EVALUATION OF TENDERS

2.16.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error shall be rectified on the following basis :-

In case of discrepancy between words and figures, the amount in words shall prevail.

2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.16.4 The Purchaser may waive any minor inconformity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.16.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.17 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

(a) The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

(b) The purchaser reserves right to assign the work to more than one agency, if it feels that it may not be possible for one agency to execute the entire job, on the basis and terms and conditions as it may deem fit.

2.18 ISSUE OF LETTER OF INTENT

- 2.18.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order on the successful bidder for the services required.
- 2.18.2 The Bidder shall, within 10 days of issue of Letter of Intent, give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.19 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case the Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.20 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.21 OPENING OF FINANCIAL BID

Financial Bids of only those bidders will be opened whose Part-I (Technical) Bid are found to be qualified and acceptable to RECL. Bidder's representative may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

-END OF SECTION 2-

SECTION – 3

Tender No. RECL/

May 29, 2008

QUESTIONNAIRE FORM

3.1 STRUCTURE AND ORGANISATIONAL SETUP

- a) Name & Address of the registered office :
with registration particulars
- b) Registration with IATA / PATA / TAAI / IATO :
(Attach Copy of Certificate)
- c) Status of the Organization :
(Company or Partnership Firm)
- d) Telephone Nos., Fax Nos. E-mail etc. :
- e) Articles of Association/ Partnership Deed etc./ :
Certificate of Incorporation
(Attach Copy of Certificate)
- f) Date of Incorporation :
- g) Name, Qualification and Bio-data of Proprietor/ :
Director/Partners/Executives
(Attach Separate Sheet)
- h) Total Number of Employees :
- i) Number of years in Business :
- j) References of registration with other organizations :
- k) Address of Officers in India and Abroad :
(Use separate sheet if required)

3.2 CAPABILITIES

(Use separate sheet wherever required)

- a) Experience in similar work :
- b) List of Offices in India & Abroad :
- c) Collaboration/Tie up/Association with :
other Personnel or Organization
- d) Name of Airlines for which you are a :
Ticketing Agent

- e) Name of Airlines for which you not an Agent but can arrange confirmed tickets :
- f) Arrangements with Hotels in Major Cities, Metros in India & Abroad :
- g) Whether Obtained recognition from the Deptt. of Tourism & Culture, Govt. of India :
- h) Travel-related facilities like Hotel, Transportation, RBI formalities, Passport / Visa etc. :
- i) Ticketing Stock :
- j) Office/Agent in Mumbai / Chennai / Kolkata :

3.3 FINANCIAL VIABILITY

- a) Annual Turnover for last 3 years : 2005-06
2006-07
(Attach Audited Annual Accounts for last 3 years) 2007-08
(For the year 2007-08, in absence of Audited Figures, provisional figures, certified by the Auditors may be submitted)
- b) Banker's Solvency Certificate :

3.4 PERFORMANCE RECORDS

- a) Provide details of prestigious accounts held during the past indicating:-
 - i) Name of the Client :
 - ii) Type of Services provided :
 - iii) Value of Work per annum :
- b) Provide details of Accounts with Public Sector & Govt. Departments held during the past indicating:-
 - i) Name of the Client :
 - ii) Type of Services :
 - iii) Value of Work per annum :

Note: Please enclose Certificate of Satisfaction from client(s) for the services provided.

3.5 SERVICES

- a) Indicate the Services offered :
- b) Credit period :
- c) Medical Insurance Cover :

3.6 AUTHORIZED SIGNATORY

Enclose the letter of Authority from Authorized signatory on a company's letter head with Seal.

3.7 WHETHER WORKED WITH RECL IN THE PAST

3.8 ANY OTHER INFORMATION, YOU WISH TO MENTION

I/We certify that all the available information and data have been supplied and that the foregoing statements are true and correct.

**AUTHORIZED SIGNATORY
With Office Seal**

Note: Please attach supporting documents/certificate etc. in order to substantiate your claim(s).

- END OF SECTION 3 -

SECTION-4

Tender No. RECL/

May 29, 2008

GENERAL TERMS & CONDITIONS

4.1 PAYMENTS:

RECL shall make the payment of the bills received as under :-

- i) Bills received along with photocopy of ticket in the Accounts Section from 1st to 15th of the month : Settlement by 30th of the same month.
- ii) Bills received along with photocopy of ticket in the Accounts Section from 16th to 31st of the month : Settlement by 15th of the following month.

4.2 PERIOD OF CONTRACT

The initial contract shall be valid for a period of 12 (twelve) months subject to satisfactory fulfilment of the obligation under the contract. RECL reserves the right to renew the contract for a further period of 12 months on same terms and conditions provided the performance is found satisfactory.

4.3 PERFORMANCE SECURITY

- 4.3.1 Within 10 days of the Agents receipt of Letter of Intent (LOI), the Agent shall furnish Performance Security for an amount of Rs. 2.5 Lacs valid for a period 15 months.
- 4.3.2 The proceed of the Performance Security shall be payable to the RECL as compensation for any loss resulting from the Agent's failure to complete its obligations under the contract.
- 4.3.3 The Performance Bond shall be in the form of Bank Guarantee issued by a scheduled bank and in the form provided by RECL.
- 4.3.4 The Performance Bond will be discharged after completion of the Agent's obligations including any warranty obligations under the contract.

4.4 TERMINATION FOR DEFAULT

- 4.4.1 RECL, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Agent, terminate this contract in whole or in part:
 - a) if the Agent fails to perform any or all the services within the time period (s) specified in the contract, or any extension thereof granted by RECL.
 - b) if the Agent fails to perform any other obligation(s) under the Contract; and
 - c) if the Agent, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
 - d) On a notice period of 30 days.

4.4.2 In the event RECL terminates the contract in whole or in part pursuant to above para RECL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Agent shall be liable to RECL for any excess cost for such similar services. However the Agent shall continue the performance of the contract to the extent not terminated.

4.5 TERMINATION FOR INSOLVENCY

RECL may at any time terminate the Contract by giving written notice to the Agent without compensation to the Agent if the Agent becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECL.

4.6 ARBITRATION

4.6.1 In the event of any dispute arising between RECL and the Agent in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, RECL who may himself act as sole arbitrator or may name as sole arbitrator an officer of RECL, notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The Agent expressly agrees that the arbitration proceedings shall be held at New Delhi.

4.6.2 In case any Agent wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

4.6.3 In case of Public Sector Undertaking / Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking/ Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

4.7 RESOLUTION OF DISPUTE

4.7.1 If any dispute arises between the Parties hereto during the subsistence of thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the

termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts which attempt shall continue for not less than 30 (thirty) days, given 15 days notice thereof to the other Party in writing.

4.7.2 The place of the arbitration shall be New Delhi, India.

4.7.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

4.7.4 The proceedings of arbitration shall be in English language.

-END OF SECTION 4-

SECTION-5

Tender No. RECL/

May 29, 2008

FUNCTIONAL AND OPERATIONAL REQUIREMENTS

5.0 RESPONSIBILITIES OF TRAVEL AGENT ON FREE OF COST BASIS

(Please give item wise compliance)

- 5.1 The Travel Agent shall set up an inplant office at RECL premises (Corporate Office), fully equipped with computerized reservation system and post experienced staff to facilitate preparation of air tickets, do reservations and to provide other travel-related information. The office setup shall be at the cost of Travel Agent including the cost of computer, UPS, direct telephone line etc and only the office accommodation will be provided free of cost by RECL. The payment of telephone bill will be made by Travel Agent.
- 5.2 International booking, ticketing and cancellation for HQ and all metro & major cities in India where RECL offices are in operation without any service charges. Cancellation charges on tickets payable to Airlines shall be reimbursed by RECL. Delivery of tickets etc to HQ, NCR region of Delhi will be arranged by the agent at his own cost. In case delivery is required at any of REC's Office in other major and metro cities, the same shall also be arranged by the agent at its own cost. The services of reliable courier agency, if practical, may however be used. Besides E-Mail facility may also be used, wherever possible.
- 5.3 Domestic booking, ticketing and cancellation without any service charges. Cancellation charges on Actual basis payable to Air line shall be reimbursed by RECL.
- 5.4 Delivery of the tickets and travel documents either at RECL Corporate office, NCR of Delhi or if advised at the residence of the officer(s) travelling within NCR of Delhi at its (i.e. travel agent's) cost.
- 5.5 Rail booking and cancellation. The copy of cancellation of rail ticket must be provided.
- 5.6 Passport and visa assistance, without any service charges.
- 5.7 Meeting and assist for services at International airports at the departure lounge to attend the VIPs and Senior Executives of RECL (General Manager and above).
- 5.8 Arranging Foreign exchange/ medical insurance, if asked for, without any service charges.
- 5.9 Arrangement of Car and Coaches, if required, in NCR of Delhi or at other metropolitan cities (Mumbai, Chennai, Kolkata, Hyderabad, Banglaore) without any service charges and would also provide schedule of rate of a few car operators in important cities in India & Abroad.
- 5.10 Hotel reservation, if required, in India and abroad at discounted tariff of the hotel without any service charges.
- 5.11 Assistance in handling of conference/seminars, etc.
- 5.12 Providing excess baggage ticket whenever required.
- 5.13 Handling the claim related to lost baggage from concerned airline.

- 5.14 Up-gradation for the next higher class for officials of the rank of General Managers and above on air tickets subject to availability of seat in that flight.
- 5.15 Arranging 24-hour additional layover on long haul flights as per itinerary.
- 5.16 Special handling and priority check-in at the airports as and when needed/ requested.
- 5.17 Re-routing of tickets wherever required without any additional cost.
- 5.18 Preparing itinerary for the travel by the shortest route/most economical route in consultation with Administration section and provide total travel solution, value added services and optimal management of travel expenses.
- 5.19 Providing updated time table of various Airlines from time to time and also a copy of current OAG World Travel Guide.
- 5.20 Providing Travel services to RECL for all the 7 (seven) days in a week.
- 5.21 Travel Agent shall undertake that if at any time any additional special incentive is given to any PSU, the same shall also be passed to RECL.

5.2 SPECIAL OVERSEAS TRAVEL SCHEME

- 5.2.1 RECL employees shall be eligible for special overseas travel schemes, if any, introduced for PSU's by any Airline(s).
- 5.2.2 Any such other scheme introduced by Airlines in collaboration with the Travel Agent shall also be communicated to RECL, and, RECL employees shall be entitled for the same.

5.3 REFUND OF CANCELLED TICKETS

- 5.3.1 Travel Agent shall make the refund for the international tickets cancelled within 6 (six) weeks of the receipt of tickets from RECL office and within 4 (four) weeks for domestic tickets, otherwise it will be adjusted against the bills of Travel Agent.
- 5.3.2 Travel Services shall be available to RECL for all the 7 (seven) days in a week from 9.30 a.m. to 6.30 p.m.

5.4 OPERATIONAL ARRANGEMENT

- 5.4.1 On receipt of approved programme for an officer, the Travel Agent shall work out all the options available for the officer along with the airfare and take further necessary action for booking etc., as advised by DGM (Admn.). Wherever excursion airfares are available the Travel Agent shall advise the same also.
- 5.4.2 The Travel Agent shall provide a statement for the air tickets booked along with the charges every month.
- 5.4.3 The Travel Agent shall also intimate to RECL about the outstanding dues position from time to time.
- 5.4.4 The Travel Agent should indicate fare printed on tickets and fare actually chargeable for one ticket & for destination mentioned. They should also indicate fare published on tickets and fare chargeable for countries for one- month tickets.

- 5.4.5 The Travel Agent shall maintain a “log book” and proper record of requisitions and services rendered on regular basis. Photocopies of this logbook shall be attached with the bills of payment. The log book should be duly signed by Administration Section.
- 5.4.6 RECL reserves the right to getting the services attended for by any other Agency, if the calls/complaints are not attended within 24 hours and debit the costs to the Agent.
- 5.4.7 In the event of the Travel Agent becoming insolvent or going into liquidation, RECL shall be entitled to treat such insolvency and liquidation as a breach of contract. The moment it occurs, maintenance shall be got done from other source at the risk & cost of the Travel Agent.
- 5.4.8 The Travel Agent shall not assign this contract or any part of it to any other party or firm without prior written consent of competent authority of RECL.

5.5 PASSPORT AND VISA RELATED SERVICES :

The Travel Agent shall assist O/o DGM (Admn.) for passport-related services as under:-

- a) The Agent shall organize supply of forms for fresh passports and provide miscellaneous services including renewal of passports without any service charge.
- b) If required, the Travel Agent shall advise Administration Section of RECL with regard to requirement of Embassy/High Commissions for grant of visas and shall follow up with the concerned Embassy/High Commission for obtaining passport after grant of visa and its delivery to Public Relation Section of RECL. Actual visa fee paid at the Embassy/ High Commission shall be reimbursed on receipt of invoice.
- c) No conveyance charges will be paid by RECL.

5.6 HOTEL BOOKINGS :

The Travel Agent shall make hotel booking, availing the best discounts on domestic and international tickets as required by the officer concerned at their official visit without any service charge. The Travel Agent must submit the hotel bill in original along with its bill. However, the hotel bill shall be settled by the official concerned.

5.7 INDEMNITY :

- 5.7.1 The Travel Agent shall indemnify and save RECL harmless from and against all actions, suit proceedings, losses, costs damages, charges, claims and demand of every nature and description brought or recovered against RECL by reason of any act or omission on the part of the Travel Agent, its agents or employees in the execution of the work or in regard to the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of RECL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

5.7.2 The Travel Agent shall also be directly responsible for any/all disputes arising between them and their employees and shall keep RECL indemnified against all losses, damages and claims arising thereof.

5.7.3 All members of staff employed by the Travel Agent will be subject to security check by the company security staff while entering and leaving the premises and will be subject to the general disciplinary rules of RECL.

5.8 COMPLAINTS :

The Travel Agent shall attend to all the complaints from the authorized staff of RECL and shall maintain a record of the same in the shape of complaint/ suggestion book.

5.9 GENERAL CONDITIONS :

5.9.1 The Travel Agent shall be responsible for the salary, provident fund, bonus, pension or any other benefits available under the statutes and rules framed there under for their staff members. RECL shall not be responsible for their default whatsoever.

5.9.2 The Travel Agent shall be fully responsible for any theft, burglary, fire or any other mischievous deed by its staff members.

5.9.3 The Travel Agent shall ensure getting proper licence/permission from the concerned authorities wherever applicable.

5.9.4 The Travel Agent shall in no case lease/transfer/sublet/appoint caretaker for the services without prior permission from RECL in writing.

5.9.5 In the event of failure of obligations by the Travel Agent due to absenteeism of their employees or otherwise, RECL may make alternative arrangement for the services to be provided under the contract and the cost thereof shall be debited to the Travel Agent.

-END OF SECTION 5-

SECTION – 6

Tender No. RECL/

May 29, 2008

(Proforma for Price Offer)

FOR AIR BOOKING

Rate of discount is to be quoted as a Percentage (%) of Basic Fare for International and Domestic Sectors separately in the format given below:

	Rate of Discount for International Sector		Rate of Discount for Domestic Sector	
	In Figures	In Words	In Figures	In Words
Normal Bookings (All type of fares including cheap/ promotional fares)				
When Booking is done through American Express Card/ Other Credit Cards (VISA/ Master)				

FOR RAILWAY BOOKING

	Charges per Person per Sector
For Booking	
For cancellation	

No Service Charges in Hotel Booking & Taxi Hiring shall be payable.

**AUTHORIZED SIGNATORY
With Office Seal**

-END OF SECTION 6-

SECTION-7

Tender No. RECL/

BID BOND FORMAT (EMD)

Whereas (hereinafter called "the Bidder") has submitted its bid dated for the services of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called "the Bank") are bound unto Rural Electrification Corporation Limited (hereinafter called "the Purchaser") in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having no substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 2.8.1 of Section 2 of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of bank Authority

Name

Signed in Capacity of

Name and Signature of witness

Full address of Branch

Address of witness

Tel. No. of Branch

Fax No. of Branch

-END OF SECTION 7-

Kindly refer to

Advertisement published in following Newspapers:

Bussiness Standafd (Hindi Edition) _____

&

Business Standard (English Edition)) dated _____