

**INDIAN INSTITUTE OF MANAGEMENT UDAIPUR**  
(An Autonomous Institute under Ministry of Education, Govt. of India)

**E-TENDER DOCUMENT FOR  
TRAVEL DESK FOR IIM UDAIPUR**



---

Indian Institute of Management Udaipur Balicha, Udaipur-313001, Rajasthan Website:  
[www.iimu.ac.in](http://www.iimu.ac.in)



भारतीय प्रबंध संस्थान उदयपुर  
Indian Institute of Management Udaipur

## **TABLE OF CONTENTS**

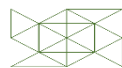
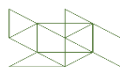
<b>S NO</b>	<b>ITEMS</b>	<b>PAGE NO</b>
1	Notice Inviting Tender (NIT)	03
2	Appendix to NIT: Tender Information Summary (TIS)	05
3	<b>Annexure I-</b> Scope of Work and other conditions	06
4	<b>Annexure II:</b> General Terms and Conditions of the contract	10
5	<b>Annexure III:</b> Agency details	17
6	<b>Annexure IV:</b> Eligibility criteria	19
7	<b>Annexure V:</b> Instructions for online bid submission	23
8	<b>Annexure VI:</b> Tender acceptance letter	24
9	<b>Annexure VII:</b> Performa for performance bank guarantee	25
10	<b>Annexure – VIII:</b> Pre-Contract Integrity pact	27
11	<b>Annexure – IX:</b> Selection process	36



भारतीय प्रबंध संस्थान उदयपुर  
Indian Institute of Management Udaipur

## **NOTICE INVITING TENDER (NIT) FOR TRAVEL DESK FOR IIM UDAIPUR**

1. Indian Institute of Management Udaipur (hereinafter referred to as “IIMU” or “IIM Udaipur”) is an Autonomous Institute under the Ministry of Education, Government of India. IIM Udaipur is recognized as premier management institution in the country. IIM Udaipur has started its operations from the year 2011 and operating from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 800 (Eight hundred only) students, faculty and staff on campus with a projected increase of 10% to 15% per year.
2. IIMU invites E-tender (online tender) from reputed and experienced service provider (hereinafter referred to as “Agency” or “Bidder”) under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for providing Travel desk for IIM Udaipur.
3. **Bidders must read the complete Tender Documents:** This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. ‘Tender Information Summary’ (TIS) appended to this notice gives a salient summary of the tender information. The Bidders must go through the complete Tender Document for details before submission of their Bids.
4. **The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and comply with the tender, the terms and conditions contained herein. Only online bids/tenders will be accepted. Incomplete bids/documents shall be rejected without giving any reason.**
5. **Availability of the Tender Document:** This tender document containing eligibility criteria, scope of work, terms, and conditions, specifications and other documents, can be downloaded at/from the GeM portal or Indian Institute of Management Udaipur’s website [www.iimu.ac.in](http://www.iimu.ac.in).
6. **Clarifications:** A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end-date mentioned in TIS. This deadline shall not be extended.
7. **Pre-bid Conference:** The Bidders are requested to attend a Pre-bid conference for clarification on the Tenders’ technical specifications and commercial conditions, on the time, date, and place mentioned in the TIS. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained. **The procuring entity reserves the right to have multiple pre-bid meetings.**
8. **Submission of Bids. EMD:** Bids shall be submitted through online on the GeM portal. **No manual Bids shall be made available or accepted for submission.** The bidders have to apply online through GeM portal only. The original EMD is to be submitted in a sealed envelope to be superscribed this tender name & the name of their organisation and must reach the below address before the last date & time for submission of bid.



भारतीय प्रबंध संस्थान उदयपुर  
Indian Institute of Management Udaipur

***The Chief of Administration, IIM Udaipur,  
Balicha, Udaipur-313001, Rajasthan***

9. **Note:** Bidders/ Organisations that are eligible for exemption from the EMD have to submit the copy of documents in support of this exemption to the tender inviting authority before the last date and time of submission of bid.

10. **Bid Opening:** Bids received shall be opened online at *the specified date and time given in TIS*. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

11. **Disclaimers and Rights of Procuring Entity:**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- a. reject any or all of the Bids, or
- b. cancel the tender process; or
- c. abandon the procurement of the Services; or
- d. issue another tender for identical or similar services.

**Note: For further details, please refer to the appended TIS and the complete Tender Document.**

**Chief of Administration**



भारतीय प्रबंध संस्थान उदयपुर  
Indian Institute of Management Udaipur

## **APPENDIX TO NIT: TENDER INFORMATION SUMMARY**

<b>TENDER INFORMATION SUMMARY (TIS)</b>			
<b>1.0 Basic Tender Details</b>			
Tender Title	Travel Desk for IIM Udaipur		
Estimated cost of tender	19000000.00 (Rupees One Crore Ninety lakh only)		
Tender Type	Open		
Tender Category	Services	No. of Covers	Two
Tender Inviting Authority (TIA)	IIM Udaipur	Address	IIM Udaipur, Balicha, Udaipur 313001
Office/ Contact Person/ email for clarifications		Phone – 02942477230 Email - <a href="mailto:procurement@iimu.ac.in">procurement@iimu.ac.in</a>	
<b>2.0 Submission and Opening of Bids</b>			
Submission of Bids		On GeM portal	
Tender Opening Place		On GeM portal	
<b>3.0 Documents relating to Bid Security and Performance Security</b>			
Performance Security		5% of the tender value.	
EMD		EMD Rs. 380000.00 (Rupees Three Lakh Eighty Thousand only)	
<b>4.0 Additional Clause</b>			
Integrity Pact to be Signed and Submitted along with bid ITB	Yes	Independent External Monitor, Name and Contact Details	i. Shri Rishi Kumar Shukla, IPS (Retd.) – rishi_2000in@yahoo.com ii. Dr. K L Dhingra, Ex-CMD, HUDCO – dhingra.kld@gmail.com



## PART-I: TECHNICAL BID

### Annexure – I

#### Scope of Work & Other Conditions

(1) The Indian Institute of Management (IIM) Udaipur invites tenders from reputed and experienced travel management companies to provide comprehensive travel services for its faculty and staff members. The services required include booking air tickets, visa processing, and accommodation arrangements for official travel. Group booking services are also required for students travelling for International Immersion Programme as well as Student Exchange Programmes. As the services are specialized and the requirements and quantum of bookings are increasing, the institute would like to empanel a professional Travel agency to provide travel and allied booking services.

The broad scope of services required is as below:

#### A. International

- i. **Air Ticket Booking:** Arrange air travel for international destinations, ensuring the shortest route as first parameter followed by the most cost-effective and convenient options
- ii. **Visa Facilitation Services:** Assist with visa applications, including documentation, submission, and follow-up.
- iii. **Travel Insurance:** Provide travel insurance options for all official trips, if opted for.

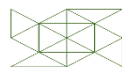
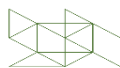
#### B. Domestic

- i. **Air Ticket Booking:** Arrange air travel for domestic and destinations, ensuring the shortest route as first parameter followed by the most cost-effective and convenient options
- ii. **Accommodation Arrangements:** Book suitable accommodations that meet the institute's standards and budget requirements. **Book suitable accommodations in across India, ensuring they meet the institute's standards and budget requirements.**
- iii. **Surface Transport:** Arrange vehicle service across India (Outside Udaipur), train tickets for travel within India, ensuring reliable and comfortable travel options.

#### C. Other

- i. **In-house Travel Desk:** Provide dedicated manpower to operate the in-house travel desk at IIM Udaipur
- ii. **24/7 Support:** Offer round-the-clock support for any travel-related issues or emergencies and ensure availability of support whenever required.

Additionally, the service includes providing assistance with the cancellation of bookings for air tickets, train tickets, accommodation, and local transport, including handling refunds and any



necessary documentation.

The potential Travel agency will be an experienced agency with a proven track record in providing travel management services to large organizations and a strong network with airlines, hotels, and visa processing agencies. The travel agency should employ professionals to operate IIM Udaipur's in-house travel desk to assist staff members in accessing travel-related services transparently and efficiently, utilizing advanced technology-enabled tools.

**The potential agency must possess substantial expertise in international travel bookings, including demonstrated experience in securing visa approvals and arranging local transport and accommodations. Only agencies with a proven track record in these areas will be considered.**

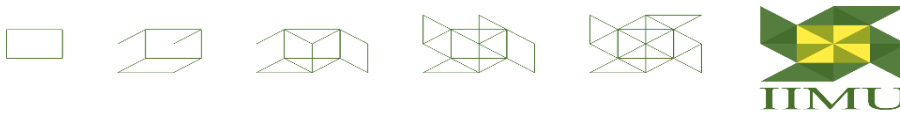
(2) To provide the above-mentioned services, the agency must have:

- i. **Online web portal/Online Platform / App or dedicated database management system** for ticket selection and booking, including standard tools for flight selection, cancellation, rescheduling, feedback etc., as per respective entitlement.
- ii. A **Dashboard** with comparative fare display for better selection of flights,
- iii. The portal to provide **corporate booking, Flexi fares** etc.,
- iv. **Web check-in** option post-booking,
- v. The agency must provide **GST invoice** supplied by the original service provider.
- vi. A wide choice of **hotels across various locations and tiers**,
- vii. **Offline booking and tour planning support** for international and group tours including VISA, accommodation, and local transfers,
- viii. **Post Sales/Presales team support** for booking and changes,
- ix. Support for **Corporate tie-ups** of IIM Udaipur with airlines,
- x. An **Admin dashboard** for booking and real-time control for defining of entitlements for employees,
- xi. **Graphical representation** of real-time data and reports,
- xii. Capability for **integration with IIM Udaipur ERP** in the future,
- xiii. The agency must have a **minimum of 10** employees on its payroll.
- xiv. A **24X7 support team** with a contact number,
- xv. **Offline Booking support** at any instance,
- xvi. **Credit facility** for bookings,
- xvii. **MIS report generation** as per requirement.

(3) In addition to the above, the agency's portal should be able to provide a self-booking tool for IIM Udaipur's employees. This tool should facilitate both official and personal travel bookings with the following features:

- i. **Official Travel:** The booking process should include a process flow for approval by the institute's travel desk authority. The credit facility applicable to IIM Udaipur should be available for these bookings.
- ii. **Personal Travel:** Employees should be able to book personal travel directly





through the portal, with payments made by the employees themselves.

- (4) The booking portal will provide real-time options for the most economical selection incorporating corporate benefits such as refunds, meal options, and other applicable perks
- (5) Invoices for bookings shall be submitted at a mutually agreed frequency on a monthly basis. Each invoice must include a detailed breakdown of costs, clearly separating the actual ticket prices, additional charges levied by airlines/hotels, and the service charges of the agency. In case of **surface travel bookings, The agency must not levy charges exceeding those fixed by the respective State Government authority. A declaration on this line is to be submitted along with each invoice related to surface travel.** In addition, the agency must provide respective GST invoices supplied by the original service provider.
- (6) The agency's portal must provide detailed MIS reports that can be downloaded at any time. These reports should include comprehensive information on bookings, cancellations, costs, actual and pending travels, as well as any losses incurred due to booking delays.
- (7) The in-house travel desk provided at IIM Udaipur may be withdrawn with a prior notice of 30 days at the discretion of the institute. The agency must comply and continue providing above-mentioned service from their own facility

(8) **General Conditions for the Agency**

- I. It shall be the sole responsibility of the travel agency to obtain all necessary clearances from concerned statutory authorities for the service provided by them, wherever required.
- II. The Travel Agency may employ personnel as they deem appropriate. Such personnel shall be considered employees of the Travel Agency for all purposes and shall not be regarded as employees of IIM Udaipur under any circumstances.
- III. The agency shall appoint a dedicated employee exclusively for managing the travel desk at the institute. Any replacement or change of the appointed employee shall be carried out only after prior consultation with and approval from the institute. However, the institute reserves the right to request the agency to replace the employee at any time, without obligation to provide any justification for the change.
- IV. The travel agency shall designate an experienced staff member or official to liaise with IIM Udaipur on a day-to-day basis. The names and contact numbers of the designated personnel shall be provided to IIM Udaipur.
- V. The Travel Agency shall be responsible for ensuring compliance with all central and state laws as well as rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force from time to time during the tenure of the





contract. The agency must disclose their foreign principals or associates, if any.

- VI. The Travel Agency shall promptly notify and transfer to IIM Udaipur any additional discounts or benefits provided by the Airline Authority from time to time.
- VII. The term "TRAVEL AGENCY" or "Agency" shall mean and include the person, firm or a body corporate with whom the contract has been placed IIMU and include their heirs, executors, administrators, successors and their permitted assignee, as the case maybe.
- VIII. Validity of Tender: The tender and charges quoted shall remain valid for a period of 90 days from the last date of submission of the tender.
- IX. Penalty: In case of failure on the part of Travel Agency to deliver service(s) within the required time, the Agency shall be liable to pay a penalty as decided by the Institute, which will be deducted from the bills due to the Agency. In case the agency fails to comply with any statutory provisions/taxation liability under appropriate law, and as a result thereof IIMU is put to any obligation, monetary or otherwise, IIMU will be entitled to get itself reimbursed such losses out of the outstanding bills/security deposit of the Agency. In addition, an amount of ₹5000 shall be levied per case over and above as mentioned above.
- X. The bidding agency must not be involved in any ongoing or pending legal proceedings or litigation. In the event that any such legal matter exists, it must be fully disclosed in the bid submission. Failure to disclose such information may result in immediate disqualification. The Institute reserves the absolute right to reject any tender based on the nature or seriousness of any disclosed or subsequently discovered legal issues, at its sole discretion.

**Annexure – II**

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**(1) Preparation and submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on GeM portal.

**(2) Period of Contract:** The initial contract period shall be for one year. The contract may be extended on an annual basis for up to two additional years, in one-year increments, subject to satisfactory performance. The decision to extend the contract shall be at the sole discretion of IIM Udaipur (IIMU) and will be based on mutually agreeable pricing terms at the time of extension.

If the performance of the agency is found to be unsatisfactory according to the operational parameters set out in the contract, or if the agency fails to comply with the terms and conditions of the tender, IIMU reserves the right to terminate the contract before the scheduled end date. In such cases, IIMU will provide the agency with one month's advance notice of termination. In the event of premature termination of the contract due to unsatisfactory performance or non-compliance with the contract terms, the Performance Bank Guarantee shall be forfeited in full.

**(3) Exit Clause:** Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by IIMU by giving one-month notice without giving any reason and by the agency by giving three months' notice.

**(4) Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.

**(5) Earnest Money Deposit (EMD):** The tenderer shall deposit Earnest Money of **Rs. 380000/- (Rupees Three Lakh Eighty Thousand only)** through Demand Draft drawn in favour of "Indian Institute of Management Udaipur" payable at Udaipur. The Earnest Money Deposit will be refunded to the tenderers whose offers have not been accepted. Earnest Money Deposit of the tenderer whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

**(6) Performance Bank Guarantee:** The successful tenderer will have to deposit a Bank Guarantee for an amount of 5% of the tender value in favour of "**Indian Institute of Management Udaipur**" payable at Udaipur drawn on any scheduled Bank before signing of the contract and valid for 60 days beyond the expiry period of contract. In case the tenderer fails to deposit the requisite performance guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer.

Additionally, the agency will be required to provide an additional Performance Bank Guarantee balance upon each extension.

In the event of bidder backing out before actual award or execution of agreement, IIMU will have right to forfeit the EMD. In case the successful tenderer (L1) declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.

(7) Intending tenderers are advised to inspect and examine the site and its surroundings at their own cost and satisfy themselves before submitting their tenders. Tenderers should obtain all necessary information regarding risks, contingencies, and other circumstances that may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site, whether they inspect it or not, and no extra charges will be allowed on account of any misunderstanding or otherwise. Submission of a tender implies that the tenderer has read this notice and all other contract documents and has made themselves aware of the scope and specifications of the work to be done.

(8) The Institute shall not provide any residential space for accommodation, whether temporary or permanent, to the agency. The agency is responsible for making its own arrangements for the residential accommodation of its deployed staff. Additionally, the agency must arrange accommodation for any visiting personnel at its own expense. No requests for accommodation assistance from IIM Udaipur will be entertained.

(9) In case of first lowest is more than one, then it would be at the discretion of the Institute to decide the L1.

(10) **Sub-Contracting:** The agency shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner except with the specific approval of IIMU.

(11) The agency and its personnel are required to comply with all norms stipulated by the Institute. This includes adhering to institutional discipline and demonstrating professional and courteous behavior in all interactions with the faculty and staff of IIM Udaipur, whether in person or through online modes. Failure to comply with these requirements may result in penalties or termination of the contract.

(12) All personnel assigned by the agency to execute the tasks outlined in this tender must be on the agency's payroll, unless otherwise approved by the institute. Personnel must exhibit exemplary character and have no legal infractions. The agency must provide a duly signed certificate from an appropriate authority attesting to the above requirements. This certificate must be submitted to the institute.

(13) The personnel deputed by the agency at the Institute are purely under outsourcing.

(14) Under no circumstances, the Institute shall not have any liability in respect of matters connected with the employment of personnel deputed by the agency. The personnel deputed by the agency shall have no right whatsoever to claim employment or other rights from the Institute.

(15) None of the personnel of the agency shall enter into/practice/engage in any kind of private work within the campus of Institute. Non-compliance with this condition will be deemed to be violation of the terms/conditions of the contract by inviting penalty/cancellation of contract.

**(16)** The personnel employed by the agency should not form any union.

**(17)** The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India / any State or any Union Territory.

**(18)** The agency must obtain, at its own expense, any necessary insurance coverage for personnel assigned to the Institute. The agency shall indemnify the Institute against all acts of omissions, faults, breaches, and any claims, demands, losses, injuries, or expenses resulting from the agency's failure to comply with obligations under relevant Acts/Laws.

**(19) Taxes, Labour Laws and Other Statutory Compliances:**

19.1 The agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. Tour Operators and Travel Agents (Regulation) Act, 2018, Tourism Act, 2002, Air Transport (Licensing of Air Travel Agents) Rules, 2016, Indian Railways Act, 1989, Motor Vehicles Act, 1988, Consumer Protection Act, 2019, Foreign Exchange Management Act, 1999, Goods and Services Tax (GST) Act, 2017. The agency must also comply with various international treaties and agreements that govern cross-border travel and tourism services. The bidder shall be held responsible, accountable, answerable, explainable, and liable for any lapses or non-compliance with these statutory and regulatory requirements. The bidder must provide evidence of compliance upon request by IIMU.

19.2 The agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.

19.3 The agency shall be responsible for proper maintenance of all registers, records and accounts it relates to compliance with any statutory provisions/ obligations under all the labour laws of India. The agency shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.

19.4 The agency shall be responsible and liable for all the claims of its personnel deputed at the Institute.

19.5 The travel agency shall obtain and maintain all necessary licenses and registrations required to operate legally in India for both national and international bookings. This includes, but is not limited to, recognition from the Ministry of Tourism, IATA accreditation, and GST registration. The agency shall submit proof of these licenses along with the first monthly bill. The first bill will be processed only upon submission of the said licenses. The agency is required to maintain all statutory books and registers, including but not limited to the Employment Register (Forms A, B, C, and D), Wages Register, Bonus Register, Overtime Register, First Aid Box, and Display of Notices, as mandated under the Contract Labour (Regulation and Abolition) Act, 1970, for inspection by visiting Labour Enforcement Officers.

19.6 The agency shall obtain adequate insurance / personal accidental policy in respect of his workmen engaged by it towards meeting the liability of compensation

arising out of injury/disablement at work as per the Employee Compensation Act.

19.7 Further, the agency shall not involve the matters of IIMU in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the agency shall be solely responsible.

19.8 The agency shall indemnify and keep IIMU indemnified against all losses and claims for injuries or damages to any person or property. The agency shall comply with all applicable statutory laws and regulations, including but not limited to Tour Operators and Travel Agents (Regulation) Act, 2018; Tourism Act, 2002; Air Transport (Licensing of Air Travel Agents) Rules, 2016; Indian Railways Act, 1989; Motor Vehicles Act, 1988; Consumer Protection Act, 2019; Foreign Exchange Management Act, 1999; Goods and Services Tax (GST) Act, 2017; Provident Fund Act; Employees' State Insurance Act; Bonus Act; Central Minimum Wages Act; Contract Labour (Regulation and Abolition) Act; Workmen's Compensation Act; Casual Labour (Regulation and Abolition) Act; Payment of Wages Act; Royalty and Works Contract regulations etc. The agency shall keep IIMU indemnified against all penalties and liabilities arising from any breach of these statutes, ordinances, laws, regulations, or bylaws.

19.9 The personnel employed by the agency shall not below the age of 18 years. They shall be medically fit and keep themselves neat and clean.

19.10 The agency has to submit self-attested copy of following documents along with the monthly invoice.

- a. Attendance Register
- b. Wages Register
- c. EPF Challan, ECR, Bank confirmation slip for EPF deposit
- d. ESI ECR (Monthly History), Bank confirmation slip for ESI deposit
- e. Bank transfer confirmation of wages payment

19.11 Non-adherence of statutory compliance mentioned from 19.1 to 19.10 may impose penalty and /or termination of contract as per Annexure-II (General Terms and Conditions of Contract) of this tender document.

**(20) Interpretation:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract. In the event of any differences in interpretation between the agency and the institute, the decision of the Director, IIM Udaipur, shall be final and binding.

**(21) Bid Validity:** The quoted rates must be valid for a period for 90 (ninety) days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

**(22)** In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**(23)** In exceptional circumstances, the IIMU may request the bidder's consent for an extension of the period of bid validity. A bidder shall however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

**(24)** Anyone or more of the following actions / commissions / omissions are liable to cause summary rejection of tender:

- Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
- Any conditional bid or bid offering rebate.
- Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
- Any effort by a bidder to influence the IIMU in the bid evaluation, bid comparison or contract award decision.

**(25) Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIMU may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

**(26) Safety and Security:** The agency shall abide by the provisions of the safety code framed from time to time by the Institute/Government.

**(27) Payment of Bills:** The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through crossed cheque, drawn in favor of agency payable at Udaipur or NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the IIMU. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.

**(28) INTEGRITY PACT:** Both the Indian Institute of Management Udaipur (IIMU) and the prospective bidders shall abide by the Integrity Pact to ensure transparency, equity, and competitiveness in the tendering process. The Integrity Pact aims to prevent any form of corruption or unethical practices during the execution of the contract.

The Integrity Pact is an agreement between IIM Udaipur and the prospective bidders/contractors to ensure that both parties commit to ethical practices and transparency throughout the tendering process and the execution of the contract. By participating in this tender, the bidder agrees to comply with the terms of the Integrity Pact. Any violation of the Integrity Pact will result in disqualification from the tender process and may lead to further legal action. Pre-contract Integrity Pact is hereby incorporated and attached hereto as **Annexure-IX**.

IIMU has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are given below and are also hosted on IIMU Website:



- i. Shri Rishi Kumar Shukla, IPS (Retd.) – rishi\_2000in@yahoo.com
- ii. Dr. K L Dhingra, Ex-CMD, HUDCO – dhingra.kld@gmail.com

Bidder/ Contractor 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.

### **(29) ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by IIMU.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the IIMU to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Udaipur.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

### **(30) FORCE MAJURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIMU as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided further that, in the event of termination of the contract under this clause, IIMU shall retain the authority to unilaterally assume operational control of the travel desk from the incumbent agency. This interim measure shall remain in effect until the formal award of a new contract, pursuant to the completion of the tender process in strict compliance with prevailing



statutory and regulatory frameworks.

**(31) PENALTY**

Penalty for complaint, non-adherence of terms & condition specified in tender document, indiscipline & unsatisfactory operation of the services and the incidence given in the various clauses of this document for the purpose, may be levied Rs. 5,000/- on each occasion as per IIMU discretion which will be deducted/adjusted in subsequent monthly bill/security deposit/performance guarantee.

**(32) Feedback:** The agency shall ensure that users have access to submit feedback on every booking and cancellation through its portal. The feedback details shall be shared with IIMU on a mutually agreed periodic basis, without any alteration. Additionally, the feedback data shall be provided to IIMU upon request. On the basis of feedback, IIMU may at its own discretion impose financial penalty as per penalty clause of General Terms & Conditions depending on gravity of the issue and in case of similar repetition IIMU can cancel the contract unilaterally without notice and bank guarantee will be forfeited.

**(33)** IIMU reserves the right to reject the tender in whole, or in part, without assigning any reasons thereof.

**(34)** IIMU reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the IIMU.

**(35)** All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.

**(36)** The decision of the Director of IIMU will be final in all respects and will be acceptable to all the tenderers.

**(37) Jurisdiction:** All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.

**(38)** EPF and ESIC compliance are mandatory if it is applicable as per the relevant act.

**(39)** There will be no change with respect to number of working days i.e. minimum 20 working days to be taken by IIMU for processing the payment. This period will be counted from date of submission of invoice by the vendor. However, the vendor may choose to submit invoices on a fortnightly basis.

**Annexure – III**

**Agency Details**

**I Details of Tenderer**

Sl.	Particulars	Details
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with pin code, Telephone Number	
4	E-mail ID of the agency	
5	Website of the agency, if any	
6	Telephone No. (Office) of five top officials with name, designation and E-mail ID	
7	Name and designation of authorized person with telephone/mobile number. (authorization letter to be enclosed)	

## II Registration & Other Statutory requirement details:

The agency should possess the following statutory requirements:

SL. No.	Particulars	Number / Other Details	Page No. of Supporting Documents Enclosed
1	Registration of Agency with Govt. of India/ Rajasthan		
2	Registration as firm / proprietary firm/ Partnership firm/ Limited Company/ Corporate body/ Others (Please specify) Please provide the registration number along with the copy of registration certificate.		
3	Total number of employees employed on the payroll of the agency as on tender. submission date		
4	Permanent Account Number (attach self-attested copy)		
5	<b>IATA accreditation (attach self-attested copy)/ Or Valid Travel Agency License approved by Govt.</b>		
6	GST Registration No. (Attach self-attested copy)		
7	EPFO Registration No. (Attach self-attested copy)		
8	ESIC Registration No. (attach self-attested copy)		
9	Labour License No., if any (attach self-attested copy)		
10	Any other registration which is mandatory for such agencies stipulated by concerned public. Authorities (Attach self-attested copy)		
11	ISO or equivalent certified Company (Attach self-attested copy)		

Certified that all above information's are correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place:

Date:

**(Signature of the bidder with seal)**

Signature of Bidder

Page 18 of 36

Signature of HOD

## Annexure – IV

### Eligibility Criteria

Only those agencies which meet the following minimum criteria will be considered for opening of financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

(1) The agency should be a registered and also licensed vendor in the similar line of travel and booking service (both domestic and international) covered under this tender. Appropriate documents/certificates issued from appropriate authorities should be enclosed to support this along with the format given below.

SL No	Registration / License Number	Registration / License Issued By	Registration/License Validity From (DD/MM/YYYY)	Registration/License Validity To (DD/MM/YYYY)	Page No. of Copy of license attached

(2) The agency shall submit the original EMD in a sealed envelope super scribing this tender name & the name of the agency and must reach at IIMU before the last date & time for receipt of Bid. Photocopy of the same EMD should be enclosed to support this along with the format given below.

S No.	Type of Fee	Details
1	Earnest Money Deposit (EMD)	DD No. _____ of Rs. <b>380000.00/- (Rupees Three Lakh Eighty Thousand only)</b> of Dated _____ drawn on Bank _____ Branch _____

DD will be made in favour of “Indian Institute of Management Udaipur” payable at Udaipur.

(3) The service provider should have valid Indian Permanent Account (PAN) No. as per the details given below: -

SI No	Name	PAN No.	Copy attached	Remarks

(4) The Agency must have experience successfully completing/operation of at least one single contract from a single customer/ entity having minimum turnover of ₹1 crore and above from travel and accommodation booking services\* related work in each of the last three

financial years ended on 31.03.2024. The proportionate revenue of services related to Air travel, Surface travel and accommodation should be as per the minimum value in the tables given below. Agency should provide the following documentary evidence duly certified by CA in the following formats:

(a).

<u>Name of the Customer/ Entity</u>	<u>Financial year</u>	<u>Turnover from air travel, road travel and accommodation booking Services* related contract in Rupees (in words and figures)</u>	<u>Certificate from the Customer</u>	<u>Page no. of copy of Agreement</u>
	21-22			
	22-23			
	23-24			

(b).

<b>Year</b>	<b>Total Turnover in Rupees (in words and figures)</b>	<b>Turnover from air travel booking services related work in Rupees. (Minimum earned revenue ₹ 60 lakh) (In words and figures)</b>
<b>2021-22</b>		
<b>2022-23</b>		
<b>2023-24</b>		

**Note - A Minimum of 20% of Air Travel service (in terms of value) should be related to international services endorsed by a certificate duly signed by the CA.**

	<b>Total Turnover in Rupees (in words and figures)</b>	<b>Turnover from Surface travel booking services related work in Rupees. (Minimum earned revenue ₹ 10 lakh) (In words and figures)</b>
<b>2021-22</b>		
<b>2022-23</b>		
<b>2023-24</b>		

<b>Year</b>	<b>Total Turnover in Rupees (in words and figures)</b>	<b>Turnover from accommodation booking services related work in Rupees. (Minimum earned revenue ₹ 30 lakh) (In words and figures)</b>
<b>2021-22</b>		
<b>2022-23</b>		
<b>2023-24</b>		

5. Details of last 3 (three) years' experience in travel and accommodation booking services in **Institutions/ organizations** in the following format (Please attach separate sheet, if necessary).

Year	Name of Employer, Address, Tel. No	Contract Commencement and completion dates	Institutions/ organizations
2021-22			
2022-23			
2023-24			

Total experience of \_\_\_\_\_months. (Overall period should not be less than 36 months). Total experience of \_\_\_\_\_months in State Govt./Central Govt./PSUs/ Autonomous institutions (Overall period should not be less than 12 months).

**Please note:** Period of travel and accommodation booking services provided to multiple organizations at the same time shall not be added together for the purpose of counting the period of 36/12 months.

6. There should be no case pending with the police against the Proprietor/Firm /Partner or the Company (agency) and should not be blacklisted by any Govt agency. A self-undertaking to this effect on agency's letterhead should be attached.

(to be provided on letter head of the Firm/LLP)

**Declaration regarding Blacklisting**

To, Director,  
IIM Udaipur,  
Balicha, Udaipur 313001

Tender Reference No.

Name of Work:-

I hereby certify that our firm (name) has never been blacklisted or debarred, or disqualified in the past by any Central/State Government/Public Undertaking/Autonomous Institute/ any International/National agency from taking part in tenders or for corrupt or fraudulent practices nor any criminal case is pending against the firm/LLP or its owner/partners anywhere in India.

I also certify that the above information is true and correct in every respect, and in any case, at a later date, it is found that any details provided above are incorrect, any contract given to our firm/LLP (name) may be summarily terminated, and the firm/LLP blacklisted.

Date :

Firm Name:

Place:

Name of the authorized person:

7. The agency should possess all mandatory statutory requirements mentioned in **Annexure-III (Agency Details)** in this tender document.

8. No price should be specified in the technical bid, including such information will entail outright rejection of the bid.

**NOTE:** All third-party certificates should be duly signed, stamped by the bidding agency.

Certified that all above information's are correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place:

Date:

**(Signature of the bidder with seal)**



## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. The bids shall be submitted through the GeM portal only.
2. Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

### **2. TENDER OPENING PROCEDURE**

The tender will be opened online on the GeM.

### **3. CLARIFICATION ON TENDER EVALUATION**

- 3.1 The Tender shall be evaluated based on the available documents submitted by the tenderer.
- 3.2 Client also reserves right to seek confirmation/ clarification on the supporting documents submitted by the tenderer.

### **4. RIGHT OF ACCEPTANCE**

- 4.1 Office of Director, IIM Udaipur, Rajasthan reserves all rights to reject any tender including of those tenderer's who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority in this regard shall be final and binding.
- 4.2 Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass shall render the Tenderer liable for rejection.
- 4.3 The Competent Authority reserves the right to award any or part or full contract to any successful tenderers at its discretion and this will be binding on the Tenderer's.
- 4.4 The Office of Director, IIM Udaipur, may terminate the contract if it is found at any stage that Contractor is blacklisted on previous occasion by any institution.
- 4.5. If more than one bidder is ranked L-1 or multiple L-1 bidders have quoted the same price, the selection criteria for awarding the work amongst the L-1 bidders will be work experience, Average Turnover of last 3 years, Turnover of similar work, number of work in last 5 (five) years' experience (Quantum of Works) in travel and accommodation booking services out of which two years' experience at State Govt./Central Govt./PSUs/Autonomous institutions. In such case the decision of Director, IIMU will be final and binding to all the bidders.

### **5. LETTER OF ACCEPTANCE**

- 5.1 After determining the successful evaluated Tenderer, Client shall issue a Letter of Acceptance (LoA) (Placed at Annexure VI) in duplicate, who will return one copy to client duly acknowledged, accepted, and signed by the authorized signatory, within 3 days of receipt of the same by him.
- 5.2 The issuance of the Letter of Acceptance to the Tenderer shall constitute an integral part of the contract and it will be binding on the contractor.

**Annexure – VI**

**TENDER ACCEPTANCE LETTER  
(To be given on Agency Letter  
Head)**

To,

Date:

Director, IIM Udaipur, Balicha, Udaipur, Rajasthan-313001.

**Sub.: Acceptance of Terms & Conditions of Tender.**

**Name of Tender/Work: Travel Desk for IIM Udaipur**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_to\_\_\_\_(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms / conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



## ***Annexure – VII***

### **PROFORMA OF PERFORMANCE BANK GUARANTEE**

1 In consideration of the Director IIM Udaipur (hereinafter called "IIM UDAIPUR") having offered to accept the terms and conditions of the proposed agreement between IIM, UDAIPUR and

..... (Hereinafter called "the said agency(s) for the work of "Travel Desk at IIM Udaipur" (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rupees... only) as a security/ guarantee from the agency(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

2 We ..... (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IIM, UDAIPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs..... (Rupees... )

3 We, the said Bank, further undertake to pay to the IIM, UDAIPUR any money so demanded notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the agency(s) shall have no claim against us for making such payment.

4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM UDAIPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM UDAIPUR, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.

5 We.....further agree with the IIM UDAIPUR that the IIM UDAIPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM UDAIPUR against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of the IIM UDAIPUR or any indulgence by the IIM UDAIPUR to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).

7 We..... lastly undertake not to revoke this Guarantee

**Signature of Bidder**

**Signature of HOD**



Indian Institute of Management Udaipur  
भारतीय प्रबंधन संस्थान उदयपुर

except with (indicate the name of the Bank) the previous consent of the IIM UDAIPUR in writing.

8 This guarantee shall be valid up to..... unless extended on demand by the IIM UDAIPUR.

Notwithstanding anything contained hereinabove:

a) our liability under this Guarantee shall not exceed Rs..... (Rupees. ....Only);

b) This Bank Guarantee shall be valid up to ..... and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All yours rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the ..... day of ..... for .....

(Indicate the name of the Bank)

## Annexure – VIII

### PRE-CONTRACT INTEGRITY PACT

#### General

This pre-bid /pre contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between on one hand, **Indian Institute of Management Udaipur (IIMU)** (Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the **First Part**

And

M/s \_\_\_\_\_ (Name of the company) having its registered office at \_\_\_\_\_ represented by Shri \_\_\_\_\_ (Name & Designation of the officer/ authorised signatory) (hereinafter called the "BIDDER" /"SELLER"/ "CONTRACTOR" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **Second Part**.

WHEREAS THE BUYER proposes to procure/ invites bid against Tender/RFO/EOI/RFP/RFQ under laid down \_\_\_\_\_ procedures, \_\_\_\_\_ contract/s \_\_\_\_\_ (Name of Work/goods/ Stores/Equipment/Services, Ref No: date) and the "BIDDER"/"SELLER"/ "CONTRACTOR" is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership Firm/Proprietorship Firm/Joint Venture/Registered Export Agency/ Society, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body.

NOW, THEREFORE

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

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

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

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

## 1.0 Commitment of the Buyer-

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract(s), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract(s) in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract(s).

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

1.3 All the officials of the BUYER will report to **the Director, IIMU** any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, on info@iimu.ac.in.

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

## 3.0 Commitments of Bidders

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or

to any person, organization or third party related to the contract(s) in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract(s).

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

3.3 BIDDERS shall disclose the name and address of agents and representatives, and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract(s).

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract(s) to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during precontract negotiations or before signing the contract(s) shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract(s) and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract(s) to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract(s).

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

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

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



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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

3.14 The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.

3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives demand for a bribe or illegal payment benefit and

- (a) If comes to know of any unethical or illegal practice in BUYER.
- (b) If he makes any payment to any BUYER Associate

3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact in case of further subcontracting by the BIDDER. The BIDDER will undertake the responsibility of the adaptation of IP by all their sub-contractor(s).

3.17 The BIDDER 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.

#### **4.0 Previous Transgression**

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

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

## 5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Bid and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

## 6.0 Sanctions and Violations

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

(iii) To immediately cancel the contract(s), if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract(s), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

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

(vii) To debar the BIDDER from participating in future bidding processes of **BUYER** for a minimum period of five years, which may be further extended at the discretion of the BUYER.

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

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract(s) signed by the BUYER with the BIDDER, the same shall not be opened.

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

(xi) Any other action as decided by the Director, IIMU based on the recommendation by Independent External Monitors (IEMs)

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 4 (i) to (xi) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in **Chapter IX of the Indian Penal Code, 1860** or **Prevention of Corruption Act 1988** or any other statute enacted for prevention of corruption.

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

## 7.0 Fall Clause

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

## 8.0 Independent External Monitor (IEMs)

8.1 The BUYER has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are given on IIMU Website.

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

8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Director, IIMU.

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

8.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Director, IIMU to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

8.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings as and when required.

8.8 The IEM will submit a written report to the Director, IIMU within 30 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 The word 'IEM' would include both singular and plural

## **9.0 Facilitation of investigation**

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

## **10.0 Law and Place of jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. Udaipur).

## **11.0 Other Legal Action**

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that

may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11.2 The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11.3 BIDDER signing the IP shall not approach the courts while representing the matter with IEMs and the BIDDER shall wait for their decisions in the matter.

## 12.0 Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing till final completion of the project that is the complete execution of the contracts to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12.3 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 the Director, IIMU.

12.4 Changes and supplements need to be made in writing.

12.5 If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of a Joint Venture, all the members of the joint venture should sign the Integrity Pact. In case of Subcontracting, the principal contractor shall take all the responsibility of the adoption of IP by the subcontractor. It is to be ensured that all the subcontractors also sign the IP.

**13.0 The parties hereby sign this Integrity Pact at Udaipur on \_\_\_\_\_**

**BUYER (IIM UDAIPUR)**

**BIDDER**

Signature:

(For and on behalf of IIM Udaipur)

Name:

Designation:

Address:

Signature:

(For and on behalf of Bidder/ Contractor)

Name:

Designation

Address:



Indian Institute of Management Udaipur  
भारतीय प्रबंधन संस्थान उदयपुर

**Witness 1:**

Signature:

Name:

Designation:

Address:

**Witness 1:**

Signature:

Name:

Designation:

Address:

**Witness 2:**

Signature:

Name:

Designation:

Address:

Signature:

Name:

Designation:

Address:

## **Selection of L1 Bidder: Technical and Financial Evaluation Process**

### **1. Technical Evaluation**

- The bids submitted by all participating bidders will first undergo technical evaluation by the Institute's Technical Evaluation Committee.
- Only those bidders who meet all the technical requirements will be declared technically qualified.
- Bidders not meeting the technical criteria will be disqualified and will not be considered for financial evaluation.

### **2. Financial Evaluation (BOQ – Bill of Quantities)**

**Each bidder must carefully fill the BOQ as follows:**

#### **(a) Service Charges (Column No. 3):**

- Enter the quoted service charge per ticket/service in Column No. 3 of the BOQ.

#### **(b) Calculation (Column No. 5):**

- The system will automatically multiply the value entered in Column No. 3 by the weighted score given in Column No. 4.
- The result of this calculation will be displayed in Column No. 5.

#### **(c) Total weighted score for Evaluation:**

- The sum of all values in Column No. 5 will be considered to determine the lowest bidder (L1).

#### **(d) Selection of L1 Bidder:**

- The bidder with the lowest total weighted score in Column No. 5 will be declared as the L1 bidder.
- The contract will be awarded to the L1 bidder.

#### **(e) Payment Terms:**

- Payments will be made as per the service charge rates quoted in Column No. 3, regardless of the calculated total weighted score in Column No. 5.

### **3. Final Authority**

- **Please note:** The interpretation and decision of **IIM Udaipur** shall be **final and binding** in all matters related to the technical evaluation, financial evaluation, bidder selection, or any other process concerning the award of this tender.