बिड संख्या/Bid Number: GEM/2026/B/7905746
दिनांक /Dated: 11-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-09-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-09-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Corporate Affairs
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Registrar Of Companies (roc)
कार्यालय का नाम/Office Name	Bengaluru
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod1.fsid.ka@gembuyer.in Buyer Email id: samrat.t@fsid-iisc.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Appointment of Travel Management Service Provider
समान श्रेणी/Similar Category	• Tours and Travel Service
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	40 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	30000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Foundation for Science Innovation and Development
Foundation for Science Innovation and Development, Innovation Centre, Indian Institute of Science, Bangalore - 560012
(Samrat Talukdar)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):1786459706.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1786460116.pdf

Introduction about the project /services being proposed for procurement using custom bid functionality:1786462862.pdf

Instruction To Bidder:1786462871.pdf

Pre Qualification Criteria (PQC) etc if any required:1786462876.pdf

Scope of Work:1786462880.pdf

Payment Terms:1786462911.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1786462947.pdf

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per ATC	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):30:70

Presentation Venue:MS Teams Online

Designation of CA : Head Commercial

Office of CA : Commercial

CA approval document link : View file

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
18-08-2026 11:00:00	Microsoft Teams meeting Join: https://teams.microsoft.com/meet/498956985728327?p=ad6YTWZFfqL4xKQdVi Meeting ID: 498 956 985 728 327 Passcode: rL2eB9m2

Custom Bid For Services - Appointment Of Travel Management Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Appointment of Travel Management Service Provider
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /**Additional Specification Documents**

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Samrat Talukdar	560012,Innovation Centre, Indian Institute of Science Bengaluru 560012	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT
   INNOVATION CENTRE
   INDIAN INSTITUTE OF SCIENCE
   BANGALORE
   PIN 560012
   .

3. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Service & Support**

   Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Payment**

   PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

10. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

11. **Forms of EMD and PBG**

    Bidders can also submit the EMD with Account Payee Demand Draft in favour of

    FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT
    payable at
    BANGALORE
    .
    Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

FOUNDATION FOR SCIENCE INNOVATION & DEVELOPMENT (FSID)
INNOVATION CENTRE, INDIAN INSTITUTE OF SCIENCE (IISc),
NEAR MARAMMA CIRCLE GATE
BENGALURU - 560012
Telephone: 080 – 2346 0622

Website: https://www.fsid-iisc.in/ & https://gem.gov.in/
E-mail: samrat.t@fsid-iisc.in

Tender Ref: FSID/INT/19/26-27

Open Tender Enquiry/REQUEST FOR TENDER (RFP)

Appointment of Travel Management Service Provider

Additional Terms and Conditions – Buyer Specific Clauses

Whenever there is any conflict between the provision in the Additional Terms and Conditions – Buyer Specific Clauses and that in the GTC/STC of GeM, the provision contained in the Additional Terms and Conditions – Buyer Specific Clauses shall prevail

DISCLAIMER

- This document is being issued by Foundation for Science Innovation and Development (FSID) for Appointment of Travel Management Service Provider on such terms and conditions and technical specifications / Terms of Reference as set out in this RFP document.

- It is hereby clarified that this document is not an offer or invitation by FSID to any party hereunder. The purpose of this document is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This document does not purport to contain all the information bidders may require. This document may not be appropriate for all persons and it is not possible for FSID to consider needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources. FSID and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statue, rules or regulations or otherwise as to the accuracy, reliability or completeness of the document.

- FSID in their absolute discretion, but without being under any obligation to do so may update, amend or supplement the information in this document.
- Information provided in this document to the Bidder(s) may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Selection Process.
- The Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever and emphasizes that no compensation is owed upon rejection.
- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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FOUNDATION FOR SCIENCE INNOVATION & DEVELOPMENT (FSID)
INNOVATION CENTRE, INDIAN INSTITUTE OF SCIENCE (IISc),
NEAR MARAMMA CIRCLE GATE
BENGALURU - 560012
Telephone: 080 – 2346 0622
Website: https://www.fsid-iisc.in/ & https://gem.gov.in/
E-mail: samrat.t@fsid-iisc.in

SECTION I- Notice Inviting Tender (NIT)

For Open Tender Enquiry

Foundation for Science Innovation & Development (FSID), a Section 8 Company promoted by Indian Institute of Science (IISc), invites online bids through GeM from eligible bidders in single stage two bid system for Appointment of Travel Management Service Provider for FSID.

Sl. No.	Brief Description of Services	Amount of Bid Security in Rs.
1	Appointment of Travel Management Service Provider for FSID	₹ 30,000/-

NOTE:

a. **The Method of evaluation shall be Quality and Cost Based Selection (QCBS) with Technical : Financial weightage of 80 : 20, subject to bidder meeting the eligibility and technical qualification criteria prescribed in this RFP.**

Only Class I Local Service Provider and Class II Local Service Provider will be eligible to bid in this IFB. (As per 3
(b) of DPIIT order dated 16.09.2020). Please refer Clause 4 of ITB for details.

Scanned copy of Bid Security in form of **Demand Draft** in favour of **"FOUNDATION FOR SCIENCE INNOVATION AND DEVELOPMENT"** payable at Bengaluru is to be uploaded online and Hard copy of the same must be sent to the **Head Commercial, Commercial Dept., Foundation for Science Innovation & Development, Innovation Centre, Indian Institute of Science, Near Maramma Circle Gate, Bengaluru - 560012** on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

The prospective bidders who have not registered can register with Government-e-Marketplace (GeM) Portal.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publication of RFP on e-procurement portal of GeM Portal	As per GeM Documents
Start date and time of downloading of document	As per GeM Documents
Last date and time of Submission of Queries for pre-bid conference	As per GeM Documents
Date and time of pre bid conference*	As per GeM Documents
Bid submission start date and time	As per GeM Documents
Last Date and Time of uploading/submission of Bids	As per GeM Documents
Bid Validity Period	120 days
Opening of Techno-Commercial Bid (Bid 1) Date and Time	As per GeM Documents
Opening of Price Bid (Bid 2) Date and time	To be informed separately / as per GeM configuration

** Queries / Clarifications are to be responded online only.

1. Bidders may download the Bidding Documents from the web site – https://www.fsid-iisc.in/ & GeM Portal of Govt. of India i.e. https://gem.gov.in. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on GeM Portal https://gem.gov.in.

2. Bids shall be submitted online only at GeM website: https://gem.gov.in. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through GeM at https://gem.gov.in.

3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner**.** In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.

4. Intending bidders are advised to visit again Portal website https://gem.gov.in and FSID website https://www.fsid-iisc.in/ before_ submission of tender for any corrigendum / addendum/ amendment.

Due Diligence by the Bidders:

5. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
6. Bidders shall be deemed to have full knowledge of the requirements of the work. FSID will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by FSID in this Document or otherwise, with respect to this Project. Although such information and materials are to the best of the FSID's belief, however, their verification is the sole responsibility of Bidder.
7. Neither FSID, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this document and the award of the work or otherwise arising in any way from the selection process.

Head - Commercial
For and on behalf of Foundation for Science Innovation & Development

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

SECTION - II- (A)-INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. Definitions and Abbreviations

1.1. The following definitions and abbreviations, which have been used in these documents shall have the meaning as indicated below:

1.2. Definitions:

1.2.1. “Purchaser” means FSID / the organization procuring travel management services as incorporated in the Tender Enquiry documents.

1.2.2. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.

1.2.3. “Bidder” means bidder/the individual, company or firm submitting bids/Quotations/Tender.

1.2.4. “Service Provider” means the individual, company, firm or agency appointed for providing travel management and related services as incorporated in the contract.

1.2.5. “Services” means travel management and related services including domestic/international air ticketing, rail/bus ticketing, hotel booking, cab/airport transfer, visa/passport facilitation, forex assistance, travel insurance assistance, MIS, GST support and allied services covered under the contract.

1.2.6. “Related Services” means services allied and incidental to travel management services, including booking coordination, reissue, cancellation, refund tracking, travel document delivery, reporting, reconciliation and other obligations of the Service Provider covered under the contract.

1.2.7. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.

1.2.8. “Contract” means the written agreement entered into between the purchaser and/or consignee and the service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

1.2.9. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

1.2.10. “Consignee” means person to whom the services are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.

1.2.11. “Specification” means the document/standard that prescribes the requirement with which services or service must conform.

1.2.12. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

1.2.13. “Day” means calendar day.

1.2.14. “Event of Default” means the occurrence of one or more of the following events, acts, or omissions by the Management Operator that constitute a breach of the terms, conditions, or obligations set forth in this Agreement.

1.2.15. Force Majeure" or "Force Majeure Event" shall have the meaning as set forth in Clause of this document.

1.2.16. “Government Authorities” shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the Parties herein, and shall include any authority established through a statute or an act of the Government of India.

1.2.17. "Material Adverse Effect" shall mean the circumstances that may have an effect on (a) the ability of the Service Provider to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement, and / or (b) frustrate the legality, validity, binding nature or enforceability of this Agreement.

1.2.18. "Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the delivery of services under the Project, implementation of the Project or on any part of the Project Facilities, and which such Party shall have failed to cure;

1.3. Abbreviation: -

1.3.1. “TE Document” means Tender Enquiry Document

1.3.2. “NIT” means Notice Inviting Tenders

1.3.3. “ITB” means Instruction to Tenders

1.3.4. “GCC” means General Conditions of Contract

1.3.5. “SCC” means Special Conditions of Contract

1.3.6. “NSIC” means National Small Industries Corporation

1.3.7. “LC” means Letter of Credit

1.3.8. “DP” means Delivery Period

1.3.9. “BG” means Bank Guarantee

1.3.10. “ED” means Excise Duty

1.3.11. “CD” means Custom Duty

1.3.12. “RR” Railway Receipt

1.3.13. “BL” means Bill of Lading

1.3.14. “FOB” means Free on Board

1.3.15. “FCA” means Free Carrier

1.3.16. “FOR” means Free on Rail

1.3.17. “CIF” means Cost, Insurance and Freight

1.3.18. “CIP (Destinations)” means Carriage and Insurance paid up to named port of destination. Additionally, the insurance (local transportation and storage) would be extended and borne by the Service Provider from warehouse to the consignee site for a period including 3 months beyond date of delivery.

1.3.19. “DDP” / delivery-related provisions shall not apply to this service contract except to the extent physical delivery of documents, vouchers, insurance papers or other travel documents is specifically required.

1.3.20. “INCOTERMS” means International Commercial Terms as on the date of Tender Opening

1.3.21. “RT” means Re-Tender

1.3.22. “GST” means Goods and Services Tax.

2. Introduction

2.1. This bid document is for procurement of items as mentioned in **Section –V** “Schedule of Requirements.

2.1.1. This Section **(Section II)** provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the

Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.

2.1.2. The Bidders shall also read the Special Condition of Contract (SCC) related to this purchase, as contained in **Section VII-B** of these documents and follow the same accordingly. Whenever there is a conflict between the ITB/GCC and the SCC, the provisions contained in the SCC shall prevail over those in the ITB/GCC.

2.1.3. Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in thisbid document, may result in rejection of the bid.

3. Language of Bid

3.1. The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the FSID, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4. Eligible Services and related services

4.1. All services and related services to be provided under the contract shall be arranged/provided by legally eligible entities in India or other jurisdictions not restricted under applicable Indian law.

4.2. In accordance with Clause 37 of ITB, **only Class I Local Service Provider and Class II Local Service Provider** will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020)**.**

Class I Local Service Provider means a service provider or service provider whose services, services or works offered for procurement have local content equal to or more than 50%

&

Class II Local Service Provider means a service provider or service provider whose services, services or works offered for procurement have local content more than 20% but less than 50%.

As per 9 (a) of the above order, the Class I & II local service provider are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local service provider as the case may be. They shall also give details of locations at which the local value addition is made.

4.3. As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.

5. Tendering Expenses

5.1. The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

6. Local Conditions

6.1. It is imperative that each bidder fully acquaints itself with all operational, commercial, legal, tax, travel-provider and regulatory conditions which may affect performance/completion of the contract. Bidders shall be responsible for compliance with applicable Rules, Regulations, Laws and Acts in force from time to time in India and, where relevant, the country/jurisdiction where any travel-related service is arranged. FSID shall not entertain claims arising from bidder's failure to understand such conditions.

(b) PRE-BID MEETING

7. PRE-BID MEETING THROUGH VIDEO CONFERENCE

7.1. A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the bid document which may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.

7.2. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the bid document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 48 hours on next working day of the pre bid conference.

7.3. The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.

7.4. After incorporation the amendments acceptable to the Purchaser, the bid Document shall be frozen as per the details provided in this document, through issuance of an Addendum(s) which can be downloaded from the e-procurement portal and website of FSID. The Bidder shall submit its Bid along with Bid documents including Addendum (if any) issued duly signed and stamped.

7.5. Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.

7.6. No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. In addition to Section I – "Invitation for Bid" (IFB), the Bid Document includes several Sections up to Section VIII. These Sections are:

Section II	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement

Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII (A)	General Conditions of Contract
Section VII (B)	Special Condition of Contract
Section VIII	Contract Forms

9. Amendment(s) to Bid Document

9.1. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.

9.2. Such an amendment to the bid document will be uploaded on FSID website: https://www.fsid-iisc.in/ and GeM Portal of Government of India i.e. www.gem.gov.in only.

9.3. Prospective bidders are advised in their own interest to visit website of and GeM Portal for any amendment etc`. before submitting their bids.

9.4. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, FSID may, at its discretion, suitably extend the deadline for submission of bids.

10. Modifications/withdrawal of bids

10.1. The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids shall not to be considered.

11. Clarification of Bid Document

11.1. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser may respond in writing to such request provided the same is received (by the Purchaser) not later than 10 (ten) days prior to the prescribed original date of submission of bid.

11.2. Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

12. Bid format

12.1. The bidders are to furnish their bids as per the prescribed format at Section **IV (C)** and also as per the instructions incorporated in the bid document.

(d) PREPARATION OF BIDS

13. Documents comprising the bid

13.1. The bid prepared by the Bidder shall comprise the components detailed in Clause 14 & 15 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. FSID's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

14. Technical Bid:

14.1. The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -

14.1.1. Bid Security: Bid Security is to be furnished in accordance with clause 23 of ITB and bid submission as per- form at **Section IV (A).** Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money and bid submission form as per- form at **Section IV (A).**

14.1.2. Bidder/Agent relying on an authorised arrangement with an IATA accredited agent, travel consolidator, hotel/cab/visa/forex/insurance partner or technology platform shall furnish supporting authorisation/arrangement details as per Section IV(E).

14.1.3. Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency in the country of origin (as per law of the country origin)/ Registration Certificate of Partnership Company, duly registered copy of Partnership Deed/MOA of the Company (as per law of the country origin)

14.1.4. Documents mentioned in the qualification criteria as per **Section III - (A).**

14.1.5. "Performance Statement" as per Section III-(B) along with relevant copies of orders and client satisfaction/performance certificates for similar travel management services.

14.1.6. Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2025. Copies of Balance Sheet, Profit and Loss Account statement should also be enclosed.

14.1.7. Services & Services Tax Registration Certificate. (as per law of the country origin)

14.1.8. Valid PAN (as per law of the country origin)

14.1.9. Documents and relevant details to establish that the services and the allied services to be supplied by the bidder conform to be requirement of TE Documents. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.

14.1.10. The bidder should not have been blacklisted/ debarred by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.

14.1.11. Documentary evidence issued by Government showing Place of Business/ Registered Address of the Bidder in Bengaluru, Karnataka. Technical Bid without Registered Address documentary evidence as mentioned above shall be liable for cancellation.

14.1.12. Catalogue containing detailed technical specification.

14.1.13. As per 9 (a) of the DPIIT order dated 16.09.2020, the Class I & II local service provider are required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for Class I/II local service provider as the case may be. They shall also give details of locations at which the local value addition is made.

Local Content Means: "the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent"

False declarations in this regard will be considered as breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

14.1.14. Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Note:

i) The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including debarment for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement. The original copies shall be produced by the Bidder as and when required by the Purchaser.

ii) The bidders shall execute necessary instrument and documents required by FSID/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)

iii) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

15. Financial Bid:

15.1. This should be uploaded online in the prescribed format as per BOQ available in GeM Portal.

15.2. Financial proposal should contain the 'Price Schedule' in the format prescribed in Section IV (C). All prices should be in India Rupees.

15.3. All bidders are required to quote service/transaction fees strictly in the Price Schedule/BOQ. Third-party charges such as airline fare, hotel tariff, rail/bus fare, visa fee, insurance premium, forex rate and statutory charges shall be reimbursed at actuals only against supporting documents and FSID approval.

15.4. The price quote shall include complete breakup of service/transaction fees and GST, if applicable. No hidden charges, mark-ups, management fees, convenience fees or additional charges shall be payable unless specifically quoted and accepted by FSID.

15.5. The bidders should quote their lowest possible prices.

15.6. Delivery-related terms shall be read as service delivery obligations for this RFP.

15.7. The service/transaction fees quoted by the bidder shall remain firm and not subject to upward variation during the contract period, except for statutory taxes/charges as applicable by law and accepted by FSID.

15.8. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.

15.9. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

15.10. No condition shall be attached to the Financial Bid. Conditional bids, hidden charges, undisclosed service fees, mark-ups or additional charges not quoted in the Price Bid shall be liable for rejection or disallowance during contract execution.

15.11. The bid of a bidder, who does not fulfil any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note: *Bidders are required to upload the "Technical Bid' and 'Financial Bid' separately at the designated place in required format in GeM Portal.*

16. Bid currency

16.1. All the bidders should quote only in Indian Rupees

16.2. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

17. Bid Price

17.1. The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.

17.2. The quoted prices for services shall be firm service/transaction fees in Indian Rupees excluding GST. Third-party charges such as airline fare, hotel tariff, rail/bus fare, visa fee, insurance premium, forex rate, statutory fee and cancellation charges shall be reimbursed at actuals subject to documentary evidence and FSID approval.

17.3. Duties and Taxes:

17.3.1. The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of provision of services shall be paid/ reimbursed to the Bidder/contractor at actual.

17.3.2. For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.

17.3.3. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the service provider to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The service provider should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the service provider and take other necessary action in the matter. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.

17.4. Customs Duty:
Not payable/Non-reimbursable by FSID.

17.5. The need for indication of all such price components by the Bidders, as required in this clause is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

18. Indian Agent

Deleted being N/A

19. Firm Price

19.1. The prices quoted by the bidder shall remain firm and fixed during the currency of the contract across India. As regards, taxes and duties, if any chargeable on the items, clause 16,17 of this Section will be applicable

20. Alternative Bids are not allowed.

21. Documents establishing bidder's eligibility and qualifications

21.1. Pursuant to ITB clauses 13, the bidder shall furnish, of its bid, relevant details and documents establishing to perform the contract.

21.2. The documentary evidence needed to establish the bidder's qualifications:

21.3. If the bidder relies on any authorised agency/partner arrangement for ticketing, hotel, visa, forex, insurance or other allied travel services, the bidder shall submit valid authorisation/arrangement details and shall remain fully responsible to FSID for performance of the contract.

22. Documents establishing good's Conformity to TE Documents.

22.1. The bidders shall provide relevant documents, technical proposal, service methodology, system capability details, escalation matrix, MIS formats and undertakings to establish that the services offered fully conform to the Terms of Reference and bid requirements.

22.2. In case there is any variation and/or deviation between the services & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

22.3. If a bidder furnishes wrong or misleading data/statements regarding service capability, fare mechanism, GST support, refund handling, IATA/authorisation, experience or compliance, its tender may be rejected and FSID may take other remedies available under the bid/contract.

23. Bid Security/Earnest Money Deposit (EMD)

23.1. The bidder shall furnish bid security for an amount as shown in Clause 1 of Section I-IFB. The Bid Security is required to protect the Procuring entity against any non-compliance, misconduct, or withdrawal by the bidder. Failure to submit the Bid Security in the prescribed manner and within the stipulated timeline shall result in outright rejection of the bid, without any further consideration.

23.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

23.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only service providers for services and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

23.4. The Bid Security shall be furnished in one of the following forms:

a) Account Payee Demand Draft
(Bidder has to upload challan/proof along with Bid in GeM Portal)

23.5. The Demand Draft shall be drawn on any Commercial Bank in India, in favour of the **"Foundation for Science Innovation and Development**", payable at **Bengaluru**.

23.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for **120 days** from the date of opening of the Technical Bid.

23.7. Earnest Money is required to protect the purchaser **against the risk of the bidder's conduct**, which would warrant the forfeiture of the EMD. Earn**est mon**ey of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of **Purchaser if it fails to furnish the required** performance security within the specified period.

23.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its **bid or** impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by FSID in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

23.9. The EMD serves as a safeguard for the Procuring entity against any misconduct or non- compliance by the bidder. The Bid Security shall be forfeited without any further notice if the bidder withdraws, amends, revises, or modifies its bid in any manner within the bid validity period. It shall also be forfeited if the bidder submits false, misleading, forged, or incorrect information or documents, whether deliberately or due to negligence. Additionally, if the successful bidder fails to furnish the required Performance Security within the specified period or engages in fraudulent practices, misrepresentation, or attempts to unduly influence the bidding process at any stage, the Bid Security will be forfeited. Moreover, non-compliance with any conditions outlined in the tender document, as determined by FSID, shall also result in forfeiture of the EMD.

23.10. Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

24. Bid Validity

24.1. The bid shall remain valid for acceptance for a period of **120 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

24.2. In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period. In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

25. Purchaser's right to accept any bid and to reject any or all bids.

25.1. The Purchase reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

26. Signing of bids

26.1. The bidders shall submit their bids as per the instruction contained in ITB.

26.2. The tender shall either by typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney/board resolution, which shall also be furnished along with the bid.

26.3. The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

(e) SUBMISSION OF BIDS

27. Submission of bids

27.1. Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).

27.2. Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.

27.3. Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of **ITB.** In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.

27.4. Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. OEM or its Agent / Authorized Dealer shall submit the Bid.

(f) BID OPENING

28. Opening of bids

28.1. The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I.** If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on GeM Portal and on the FSID's website.

28.2. In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.

28.3. Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G).**

28.4. Two – bid system as mentioned in Para 13 above will be as follows:

28.4.1. **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB).** These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically accepted bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation followed by Reverse Auction (RA) if applicable on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

29. Basic Principle

29.1. Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

30. Scrutiny of Tenders

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

30.2. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

30.3. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

30.4. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

30.4.1. Qualification Criteria not enclosed

30.4.2. Tender is unsigned.

30.4.3. Tender validity is shorter than the required period

30.4.4. Required EMD (Amount, validity etc.)/exemption documents have not been provided

30.4.5. Bidder has quoted for services requiring authorisation/partner support without the required supporting authorisation/arrangement letter.

30.4.6. Bidder has not agreed to give the required performance security.

30.4.7. Services offered are not meeting the tender enquiry specification.

30.4.8. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry such as terms of payment, SLA/penalty, data protection, confidentiality, GST support, refund obligations, dispute resolution or applicable law.

30.4.9. Poor/ unsatisfactory past performance.

30.4.10. Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

30.4.11. Bidder has not complied with the requirement of Clauses of ITB.

30.4.12. Any other conditions as deem fit.

30.4.13. Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I / Class II Local Service Provider.

30.4.14. Non-Submission of required declaration as per New GFR Clause, 144 (xi)

30.5. The Method of evaluation shall be Quality and Cost Based Selection (QCBS) with Technical:Financial weightage of 80:20, subject to evaluation of the bids as per eligibility, technical scoring, commercial scoring and the GeM bid configuration.

31. Minor infirmity/irregularity/Non-conformity

31.1. If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder by speed post/ mail etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

32. Discrepancies in Prices

32.1. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.

32.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

32.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.

32.4. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

33. Qualification Criteria

33.1. Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

34. Comparison of Bids and Award Criteria

34.1. The comparison of techno-commercially responsive bids shall be carried out as per QCBS methodology using the technical score and evaluated financial score based on the Price Bid/BOQ and notional quantities specified by FSID.

34.2. The Contract shall be awarded to the responsive Bidder securing the highest combined score under the Quality and Cost Based Selection (QCBS) methodology, after satisfying eligibility, technical, commercial and compliance requirements. The financial score shall be computed on the evaluated price as per the Price Bid/BOQ and GeM configuration.

34.3. The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

34.4. Quality and Cost Based Selection (QCBS) Evaluation Methodology

34.4.1 The method of selection shall be Quality and Cost Based Selection (QCBS) with Technical : Financial weightage of 80 : 20.

34.4.2 The evaluation shall be carried out in the following stages:

a. Preliminary scrutiny of bids for completeness, EMD / exemption, eligibility documents, statutory documents, undertakings and responsiveness to the tender conditions;
b. Evaluation of eligibility / pre-qualification criteria;
c. Technical evaluation based on documents submitted by the bidder and mandatory technical presentation / demonstration before the Evaluation Committee;
d. Opening of financial bids only of technically qualified bidders;
e. Final ranking based on combined QCBS score.

34.4.3 **Mandatory Technical Presentation / Demonstration:**

All bidders who are found substantially responsive and meet the minimum eligibility criteria shall be required to make a technical presentation / demonstration before the Evaluation Committee on the date and mode notified by FSID. The presentation may be conducted physically or through video conference, as decided by FSID.

34.4.4 The technical presentation shall cover the bidder's understanding of FSID's travel management requirements, booking workflow, fare discovery mechanism, lowest fare assurance, approval process, emergency support, escalation matrix, GST invoice support, refund tracking, MIS capability, self-booking / portal capability, data protection controls and service level commitments.

34.4.5 Failure to attend the mandatory technical presentation / demonstration, or failure to present the required service capability to the satisfaction of FSID, shall make the bid liable for rejection. No financial information shall be disclosed by the bidder during the technical presentation. Disclosure of price / financial bid details during the technical stage may lead to rejection of the bid.

34.4.6 Technical evaluation shall be carried out for **100 marks**, including technical documents and technical presentation / demonstration. The minimum qualifying technical score shall be **70 marks out of 100**. Only bidders securing minimum **70 marks** in the technical evaluation shall be considered technically qualified and eligible for opening of financial bid.

34.4.7 FSID may, at its discretion, seek clarifications from bidders during technical evaluation. However, no bidder shall be permitted to materially modify or improve its bid after the bid submission deadline.

34.5. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

34.6. The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein.

Further to above points in Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:

34.6.1. In the case of services rendered in India, Goods and Services Tax and other taxes/charges contractually payable to the bidder for the services shall be considered as per the Price Bid and applicable law.

34.6.2. The Purchaser reserves the right to give the purchase preference to MSMEs/ Local Service Providers while evaluating, comparing and ranking the responsive

tenders as detailed below.

34.6.2.1. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified Public Procurement Policy for Micro & Small Enterprises. Applicable benefits, if any, shall apply to eligible service providers strictly as per prevailing Government instructions.

34.6.2.2. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to provision of services a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to provision of services up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% provision of services will be shared equally. Out of 25% of the quantity earmarked for provision of services from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

34.6.3. All conditions as per DPIIT order dated 16.09.2020 will be applicable and shall for all purposes be considered a part of the contract and the main points for participation are as defined below:

34.6.3.1. As per 3 (b) of this circular, only Class I Local Service Provider & Class II Local Service Provider will be eligible to bid in this IFB.

As defined in the order,

Class I Local Service Provider means a service provider or service provider whose services, services or works offered for procurement has local content equal to or more than 50%

&

Class II Local Service Provider means a service provider or service provider whose services, services or works offered for procurement has local content more than 20% but less than 50%.

34.6.3.2. As per 9 (a) of the above order, the Class I & II local service provider are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local service provider as the case may be. They shall also give details of locations at which the local value addition is made.

34.6.3.3. In case the procurement is above 10 cr. Certification as per 9(b) of the order will be applicable.

34.6.3.4. Purchase Preference as per 3(A) (b) of the above order:
If L1(Lowest Responsive Bidder) is Class I Local Service Provider, the contact for full quantity will be awarded to L1.

34.6.4. If L1 bid is not a ‘Class-I local service provider’, 50% of the order shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local service provider will be invited to match the L1 price for remaining 50% quantity, subject to the Class -I local service provider’s price falling within the margin of purchase preference (20%), and contract for that quantity will be awarded to such Class-I local service provider subject to matching the L1 price. In case such lowest eligible L1 Class -I local service provider fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local service provider within 20% of the L1 price will be invited to match the L1 price for remaining quantity and so on, and the contract will be awarded accordingly. In case some quantity is still left uncovered on Class-I local service providers, then such balance quantity will also be ordered on the L1 bidder.

Note 1: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar

Memorandum Number/ Udyam Registration Number issued to it under the MSME Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

Note 2: ***In case of purchase preference, the Purchase preference to Micro and Small Enterprises in Clause 35.5.2.2 will get precedence over purchase preference to Make In India in Clause 35.5.3.4.***

34.7 The technical and financial scores shall be normalised and combined as follows:

a. Technical Score Normalisation

Tn = (Tb / Tmax) × 100

Where:
Tn = Normalised technical score of the bidder
Tb = Technical marks obtained by the bidder out of 100
Tmax = Highest technical marks obtained by any technically qualified bidder

b. Financial Score Normalisation

Fn = (Fmin / Fb) × 100

Where:
Fn = Normalised financial score of the bidder
Fmin = Lowest evaluated financial bid among technically qualified bidders
Fb = Evaluated financial bid of the bidder

c. Combined QCBS Score

Combined Score = (Tn × 0.80) + (Fn × 0.20)

34.8 *The bidder securing the highest combined score shall be declared H1 and shall be considered for award of contract, subject to compliance with all tender conditions, approval of the Competent Authority and submission of Performance Security.*

34.9 *In case of a tie in combined score, the bidder with the higher technical score shall be ranked higher. If the tie continues, the bidder with the lower evaluated financial bid shall be ranked higher. If the tie still continues, FSID may decide based on higher relevant Government / PSU / academic institutional experience, or by any other transparent method approved by the Competent Authority.*

34.10 *The evaluated financial bid shall be calculated based on the service fee / transaction fee quoted by the bidder against the notional quantities specified in the Price Schedule / BOQ. The notional quantities are only for evaluation and shall not create any minimum business commitment by FSID.*

35. Contacting the Purchaser

35.1. From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

35.2. In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

36. Purchaser's Rights

The decision of the Purchaser in this regard shall be final and binding. No claim or compensation shall be admissible on account of such rejection.

(h) AWARD OF CONTRACT

37. The Purchaser's Right to accept any tender and to reject any or all tenders

37.1. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

38. Notification of Award

38.1. The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

38.2. Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing by speed post/email/GeM that its bid for the services has been accepted, briefly indicating the scope and contract value/terms.

38.3. The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.

38.4. The details of award of work and name of the successful bidder shall be mentioned on the GeM and also in the notice board/bulletin/website of FSID.

38.5. Notification of Award shall constitute the conclusion of the Contract. Provided that the contract shall become enforceable only upon receipt of valid Performance Security and return of duly executed Contract Agreement.

39. Variation of Quantities at the Time of Award/ Currency of Contract

39.1. At the time of awarding the contract and during the contract period, FSID reserves the right to vary the scope, usage volume or notional quantities based on actual requirements, without creating any minimum volume commitment.

39.2. FSID may increase/decrease actual service usage during the contract period based on institutional requirements. Payment shall be made only for actual authorised services availed.

40. Issue of Contract

40.1. Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A),** duly completed to the successful bidder by speed post/mail.

40.2. The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within **seven** days from the date of issue of the contract.

40.3. The purchaser reserves the right to issue the Notification of Award consignee wise.

41. Annulment of Award

41.1. Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 5 of **Section VII (A)** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

42. Termination of Contract

42.1. The Purchaser reserves the right to terminate the contract for convenience, without assigning any reason, by giving 30 days' prior written notice. The termination shall not affect accrued rights, obligations, or indemnities prior to termination.

43. Disqualification

43.1. Purchaser reserves the right to disqualify/debar the bidder for a suitable period if it fails to provide the services in time or materially breaches the contract. FSID may also take action for poor service, wrongful billing, fare manipulation or failure to refund/adjust credits.

44. Non-receipt of Performance Security and Contract by the Purchaser

44.1. Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 21 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

45. Corrupt or fraudulent practices

45.1. It is required by all concerned namely the Consignee/Bidder/Service Provider to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

45.1.1. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

45.1.2. Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

45.1.3. The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bibber shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

46. Conflict of Interest among bidders/agents

46.1. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

46.1.1. they have controlling partner (s) in common; or

46.1.2. they receive or have received any direct or indirect subsidy/financial stake from any of them; or

46.1.3. they have the same legal representative/agent for purposes of this bid; or

46.1.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

46.1.5. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding service provider in more than one bid.

46.1.6. a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;

46.1.7. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

47. Indemnity Clause

The Service Provider shall indemnify, defend, and hold harmless the Foundation for Science Innovation and Development (FSID), its officers, employees, and agents against any and all claims, demands, losses, damages, penalties, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

(a) any breach of the terms of this Contract by the Service Provider;

(b) any injury to person or property caused by the Service Provider or its employees or agents;

(c) any violation of applicable law, including intellectual property infringement, by the Service Provider during the execution of the Contract.

48. Labour Laws to be complied by the Contractor

The service provider shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, as amended from time to time. The contractor shall ensure that the license remains valid throughout the execution of the work, including the Defect Liability Period. The service provider shall strictly comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, as amended from time to time. No worker below the age of 18 years shall be engaged in the execution of the contract under any circumstances.

Any failure to comply with the above statutory requirements before the commencement of work or during execution shall render the contractor liable for penal action under this contract, including termination for default and forfeiture of any dues, in addition to statutory penalties as prescribed by law.

49. Labour Laws to be complied by the Contractor

The Service Provider shall not assign, transfer, subcontract or otherwise dispose of its obligations under this Contract, in whole or in part, without the prior written consent of the Foundation for Science Innovation and Development.

Any such assignment or transfer without prior written approval shall be deemed void and shall constitute a material breach of the Contract, entitling FSID to terminate the Contract forthwith.

50. Confidentiality

The Service Provider agrees to maintain the confidentiality of all documents, data, and information disclosed by FSID during the course of this Contract and not to disclose the same to any third party without the prior written consent of FSID. The obligations under this clause shall survive the termination or completion of this Contract.

51. Conflict of Interest

A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the vent of disqualification, FSID shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre- estimated compensation and damages payable to FSID for inter-alia, the time, cost and effort of FSID including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to FSID hereunder or otherwise.

52. Audit

FSID reserves the right to audit, inspect, or examine, directly or through its authorised representatives or auditors, the books of accounts, records, documents, and any other relevant materials of the Service Provider pertaining to the performance of this Contract.

Such audits may be conducted at any time during the term of the Contract and up to three (3) years after its completion or termination, for the purpose of verifying compliance with contractual terms, financial integrity, and regulatory obligations.
The Service Provider shall provide full cooperation, access, and support for the conduct of such audits, including furnishing copies of documents upon request.

53. Intellectual Property Rights (IPR) Protection

All drawings, specifications, documents, software, data, reports, and other materials, whether tangible or intangible, provided or disclosed by FSID to the Service Provider under this Contract, including any modifications or enhancements thereof, shall remain the exclusive property of FSID.

The Service Provider shall not reproduce, publish, disclose, distribute, use, or permit the use of such materials for any purpose other than for the performance of this Contract, without the prior written consent of FSID.

Upon completion or termination of the Contract, the Service Provider shall promptly return or destroy, as directed by FSID, all such intellectual property and certify compliance in writing.

54. TRAVEL SERVICES SPECIFIC CONDITIONS

a. No advance, wallet, pre-deposit or security deposit shall be maintained by FSID with the selected agency. All payments shall be made only against correct and undisputed submitted invoices supported by booking documents and approvals.
b. No interest shall be payable by FSID on any delayed payment. The agency shall not suspend essential services for disputed invoices or without giving at least 30 working days prior written notice for undisputed overdue amounts.
c. The agency shall pass on all airline/hotel/service provider discounts, corporate deal benefits, cashback, incentives or credits attributable to FSID bookings to FSID, unless otherwise prohibited by applicable rules and disclosed in writing.
d. The agency shall not manipulate fares, ticket classes, cancellation charges, taxes or service fees. FSID reserves the right to audit fares, service provider invoices, tax invoices, refund credits and booking logs during the contract and for three years thereafter.
e. Cancellation and refund cases shall be tracked until closure. Refunds received from airlines/hotels/service providers shall be credited to FSID within 7 working days of receipt by the agency or adjusted in the next invoice with clear statement of account.
f. GST invoices and ITC-supporting documents shall be provided or facilitated by the agency. Payments shall not be denied solely due to third-party delays, but the agency must make reasonable efforts and provide booking-wise GST reconciliation support.
g. The agency shall ensure confidentiality and protection of all traveller data, including passport, PAN, visa, travel, contact and payment-related information, and shall process such data only for FSID-approved travel requirements.
h. The agency shall indemnify FSID against losses arising from fraud, wilful misconduct, wrongful billing, confidentiality/data breach, statutory non-compliance, unauthorised disclosure, or acts/omissions attributable to the agency.
i. Any limitation of liability shall not apply to fraud, wilful misconduct, confidentiality breach, data breach, misappropriation, statutory non-compliance, tax/GST default, or third-party claims caused by the agency.
j. The agency shall provide monthly/fortnightly MIS in FSID-prescribed format covering all bookings, cancellations, refunds, GST details, service fees, fare comparison, approval reference and pending actions.

Nothing in this clause transfers to FSID any ownership rights in the Service Provider's pre-existing intellectual property; however, the Service Provider grants FSID a perpetual, royalty-free, worldwide license to use any Service Provider IP incorporated into the deliverables to the extent necessary for FSID’s use of the deliverables.

SECTION - II -(B) - INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates/ Adhaar based OTP. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal. More information useful for submitting online bids on the GEM Portal may be obtained at: https://gem.gov.in.

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A. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats/ any other format as accepted to GeM.

B. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

(iii) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(iv) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(v) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

C. ASSISTANCE TO BIDDERS

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to the GEM Portal Helpdesk. The Contract number for the helpdesk is 1800-419-3436 / 1800-102-3436.

SECTION - III -(A)- QUALIFICATION CRITERIA

a. The Bidder must be a Service Provider or its authorized agent (with Service Provider authorization as per Section IV (E) and should be Class I/ Class II Local Service Provider with a minimum local as defined in Clause 4 for of Section II (ITB). Bidder should provide self-certification that the item offered meets the local content requirement for Class I/II local service provider as the case may be. They shall also give details of locations at which the local value addition is made.

b. The Method of evaluation shall be Quality and Cost Based Selection (QCBS) with Technical:Financial weightage of 80:20, subject to evaluation of the bids as per eligibility, technical scoring, commercial scoring and the GeM bid configuration.

c. The bidder must satisfy the following eligibility criteria –

Sl. No.	Criteria	Documentary Evidence Required
1.	Bidder must be an Indian legal entity registered as a company / LLP / partnership / proprietorship / society and should have been in travel management services for at least [3/5] years as on the bid submission date.	Certificate of Incorporation / Registration Certificate / Partnership Deed / Proprietorship declaration and profile of bidder.
2.	Bidder must hold valid IATA accreditation or valid authorisation/arrangement with IATA accredited agent(s) for international and domestic air ticketing. Bidder must also demonstrate capability for rail/bus/hotel/cab/visa/forex/travel insurance facilitation.	Valid IATA certificate / authorization, GDS/CRS/SBT screenshots/undertaking, and service capability declaration.
3.	Bidder must have valid PAN, GST registration and all statutory registrations applicable to provision of travel services.	PAN, GST certificate and other applicable statutory certificates.
4.	EMD / Bid Security as specified in the bid document. MSE/Startup exemption, if any, shall be strictly as per applicable rules and supporting documents.	Proof of EMD submission or valid exemption documents.

5.	Average annual turnover from travel management / ticketing / allied travel services during the last three financial years ending 31.03.2026 shall be at least INR 50 Lakh	Audited financial statements and CA certificate indicating turnover, net worth and profit/loss.
6.	Experience in providing similar travel management services during the last seven years to Government / PSU / Autonomous Bodies / Universities / large corporates.	Work orders / agreements and completion / performance certificates or client-certified statements.
7.	Bidder should not be blacklisted / debarred / banned / restricted by any Government, PSU, Autonomous Body, Bank, statutory authority or reputed institution, and should not be insolvent or under liquidation.	Self-declaration / no-conviction / non-blacklisting certificate on bidder letterhead.
8.	Bidder should have positive net worth as on 31.03.2026 and should not have persistent financial default.	• CA certificate / audited balance sheet.
9.	Bidder must have computerized reservation system / GDS / CRS / self-booking or online booking capability, 24x7 helpdesk, escalation matrix and ability to provide quick response for urgent travel bookings.	System capability declaration, screenshots, helpdesk details, escalation matrix and client references.
10.	Bidder should have operational presence / service desk / dedicated account support for Bengaluru and should be able to service FSID/IISc campus requirements.	Office address proof / service desk undertaking / dedicated account manager details.
11.	Bidder shall submit declarations required under GFR Rule 144(xi), local content/Make in India provisions where applicable, and code of integrity requirements.	Declarations in prescribed formats.

12.	Consortium/JV is not permitted. Sub-contracting of core ticketing/account management obligations is not permitted without prior written approval of FSID.	Undertaking on bidder letterhead.
13.	Bidder must submit clause-by-clause compliance/no-deviation certificate and accept all terms on payment, GST, refunds, data protection, confidentiality, SLA, penalty and audit rights.	No-deviation certificate / clause-by-clause compliance statement.

~~**Note: MSEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at Point no. 4 (EMD), Point No. 5 (Turnover) and Point No. 6 (Previous experience as Single Work Order), upon submission of the relevant notification(s) along with bid security declaration as per format given at Section IV (I).**~~
~~Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.~~

Note for Bidders:

a. ‘Doctrine of Substantial Compliance’: The qualification criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the qualification criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the ‘Doctrine of Substantial Compliance ‘and would be final.

b. All bidders are required to meet and submit relevant documents as mentioned to establish compliance to all criteria mentioned in III (b) without any exemption. Bids of bidders not meeting the same would be substantially ignored.

c. Along with all documents/certificates required as per tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining its travel service capability, booking systems, 24x7 support, escalation matrix, GST/MIS/refund process and experience.

d. All copy of provision of services/work order; respective completion certificate and contact details of clients;/manufacturing license; annual report, etc.in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

e. In case technical specification and rates being equal, preference will be given to such firms having relevant ISO or other equivalent certification for quality assurance. In case parameters come on equal footings, successful bidder will be the one, having highest turnover.

Technical Evaluation Criteria

Sl. No.	Technical Evaluation Parameter	Maximum Marks
1	Relevant experience in providing travel management services, including domestic/international air ticketing, rail/bus ticketing, hotel booking, visa/passport facilitation, forex, travel insurance and allied services to Government / PSU / autonomous bodies / academic institutions / large corporates	15
2	Financial strength, turnover from travel management services, positive net worth and ability to provide credit-based service without advance / pre-deposit / wallet	10
3	IATA accreditation / authorised IATA arrangement, GDS/CRS/SBT capability, online booking capability, ticketing infrastructure and access to airline/hotel/rail/bus systems	10
4	Proposed service delivery methodology, booking workflow, approval mechanism, fare comparison process, lowest logical fare assurance, cancellation/refund process and compliance with FSID travel requirements	15
5	Dedicated account management, Bengaluru support capability, 24x7 emergency support, response timelines and escalation matrix	10
6	GST invoice support, ITC reconciliation, MIS formats, booking-wise reporting, refund tracker, credit note mechanism and audit trail	10
7	Data protection, confidentiality, DPDP compliance, traveller data handling, access control, breach reporting and cyber/information security controls	5
8	Value additions including corporate fare benefits, negotiated fares, travel policy compliance, self-booking portal, analytics dashboard, spend optimisation and reporting capability	5
9	Technical presentation / demonstration before FSID Evaluation Committee	20
	Total	100

Minimum qualifying technical score: 70 marks out of 100**.**
Minimum requirement for presentation: The bidder must attend the mandatory presentation. FSID may reject the bid if the bidder fails to demonstrate adequate service capability during the presentation.

SECTION - III - (B)- PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No.

Date and Time of opening :__________________________________
Name and address of the Bidder :__________________________________
Name and address of the service provider : __________________________________

Order placed by (full address of Purchaser)	**Order number and date**	**Description and quantity of ordered services**	**Value of order (Rs.)**	**Date of completion of provision of services/Contract**		**Remarks indicating reasons for delay if any**	**Have the services been functioning satisfactorily (Attach documentary proof) ****
				As per Contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Bidder

****** The documentary proof will be certificate from the consignee/end user with cross- reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

SECTION - IV- (A) BID SUBMISSION FORM

Date____________

To

Head Commercial
Foundation for Science Innovation & Development
Innovation Centre, IISc Bengaluru - 560012

Ref: Your Bidding Document No.________

Sir,

We, the undersigned have gone through the above-mentioned Bidding Document, including amendment/corrigendum no.____________________, dated__________(*if any*), the receipt of which is hereby confirmed. We now offer to provision of services and deliver the services (__) to the purchasers named in the schedule *in* conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid -

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 05 of Section-VII (A) for due performance of the Contract.

3. We agree to keep our Bid valid for acceptance for 120 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.

4. We further confirm that, upon conclusion of formal Contract on us, the provision of services orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.

5. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.

6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
9. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
10. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

____

____

[*Signature with date, name and designation*]

Duly authorised to sign Bid for and on behalf of Messrs______________________________

[*Name & address of the service providers*]

SECTION - IV- (B)DISCLOSURE OF CONFLICT OF INTEREST

I/We hereby declare that I/We do not have any conflict of interest with other bidders as per the conditions stipulated in Clause No. 46 of Section II-A of the Tender Document.

I/We further declare that no employee, official, or consultant directly or indirectly associated with FSID has any involvement, interest, or influence in our firm, our bid, or any of our activities related to this tender. Any such direct or indirect association shall be deemed a conflict of interest.

I/We understand and agree that if any conflict of interest is found to exist at any stage, whether during the bidding process or thereafter, the bid is liable to be cancelled and any bid security submitted, if applicable, may be forfeited.

If any part of this declaration is found to be false or misleading, I/We shall be liable for action as per the terms of the agreement and applicable rules.

(Authorized Signatory)

Stamp

SECTION - IV- (C)- FORM FOR POWER OF ATTORNEY/BOARD RESOLUTION

Know all men by these presents, we, /vide board resolution dated , ________________________(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of ___________and presently residing at____________, who is [presently employed with us and holding the position of________________], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Foundation for Science Innovation and Development(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,_________________________THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
20**

For_________________

(Signature)

(Name, Title, and Address) Witnesses:
1.
2.

Accepted (Notarized)
(Signature) (Name, Title and Address of the Attorney)

SECTION - IV -(C) - PRICE SCHEDULE (BOQ)

NOTE: Price Bid only to be submitted in the Price bid Section of the GeM Portal. If price bid submitted along with the technical bid, the bid shall be summarily rejected.

Price Bid Format - Travel Management Services								
S.No.	**Service Description**	**Notional Quantity for Evaluation (A)**	**Service Fee/Unit before GST (B)**	**GST % (C)**	**GST Amount (D=B*C)**	**Unit Price incl. GST (E=B+D)**	**Total excluding GST (F=B*A)**	**Total including GST (G=E*A)**
1	Domestic air ticket issue/reissue - Economy / Premium Economy (Per person per sector)	[Notional Qty]						
2	Domestic air ticket issue/reissue – Business Class (Per person per sector)	[Notional Qty]						
2	International air ticket issue/reissue - Economy / Premium Economy (Per person per ticket)	[Notional Qty]						
3	International air ticket issue/reissue - Business / First (Per person per ticket)	[Notional Qty]						
4	Air ticket cancellation - Domestic (Per ticket + actual airline charges)	[Notional Qty]						
5	Air ticket cancellation - International (Per ticket + actual airline charges)	[Notional Qty]						
6	Rail e-ticket booking / cancellation (Per person per sector + actual charges)	[Notional Qty]						
7	Tatkal rail booking (Per person per sector + actual charges)	[Notional Qty]						
8	Bus e-ticket booking / cancellation (Per person per sector + actual charges)	[Notional Qty]						
9	Visa facilitation - local submission (Per visa + actual embassy/VFS/courier charges)	[Notional Qty]						
10	Visa facilitation - outstation submission (Per visa + actual courier/embassy/VFS charges)	[Notional Qty]						
11	Demand Draft / payment instrument for visa, if required (Per DD/instrument +	[Notional Qty]						

	actual bank charges)							
12	Travel insurance facilitation (Per policy + actual premium)	[Notional Qty]						
13	Hotel booking - domestic / international (Per booking/person + actual hotel charges)	[Notional Qty]						
14	Hotel cancellation (Per booking/person + actual hotel charges)	[Notional Qty]						
15	Airport transfer / cab / surface transport coordination (Per booking + actual vendor charges)	[Notional Qty]						
16	Forex facilitation / remittance support (Service fee/spread to be clearly disclosed + actual forex rate)	[Notional Qty]						
Note	Note	Note	Note	Note	Note	Note	Note	Note
The notional quantities are only for price evaluation. Actual payment shall be based on actual authorised bookings and approved service fees. Third-party fares/charges shall be reimbursed at actuals with supporting documents.								

Note: -

1. The Bidder should understand FSID travel service requirements, service locations, approval workflow and reporting requirements at its own cost before submitting the bid. Any claim for additional charges due to lack of understanding shall not be entertained.
2. ~~**The Bidder may arrange Demo of its product at Consignee location at its own cost, prior to submission of the bid. Copy of acknowledgment duly signed by Head Commercial, FSID after successful DEMO of the product in accordance with Bid document may be attached along with Technical Bid document for evaluation.**~~

Signature of Bidder________________________________Name & Designation _
____Place: Business Address_______Date:
____
Seal of the Bidder_______________________________

To

Head Commercial,
Foundation for Science Innovation & Development,
Innovation Centre, IISc, Bengaluru - 560012

Sir,

Reference your RFP/IFB No.____________, dated _____________

We, who are proven and reputable service providers / authorised travel management agencies (name of the Service Provider) for the travel services offered in the Bid, having offices/service arrangements at [details], hereby authorise/undertake to submit a Bid and perform the services in accordance with the RFP.

We also hereby undertake that the services offered shall comply with the RFP, Terms of Reference, applicable laws and service level obligations during the contract period.

Yours faithfully,

____

____

[*Signature with date, name and designation*]

for and on behalf of Messrs_____________________________

[*Name & address of the service providers*]

Note: This letter/undertaking should be on the letterhead of the bidder/authorising entity and should be signed by a person competent to legally bind the bidder/authorising entity.

SECTION - IV - (F) - NEFT MANDATE FORM

From: M/s. Date:

To

Head Commercial,
Foundation for Science Innovation & Development,
Innovation Centre, IISc, Bengaluru - 560012

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by FSID. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to us under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Service Provider's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Service Provider's name as per Account	
Telephone no. of service provider	
Service Provider's E-mail ID	

[*Signature with date, name and designation*]
For and on behalf of Messrs______________________________

[*Name & address of the bidder*]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION - IV- (G) - Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, ________________________ (full names), do hereby declare, in my capacity as ____ of M/s ______________________________(name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s ______________________________(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s ______________________________(name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _______________
Seal / Stamp of Bidder

SECTION - IV- (H) - Format for MII declaration (to be printed in letter head) Self-Certification under preference to Make in India order Certificate

In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s ______ are local service providers and the offered services comply with applicable local content requirements, if applicable to this tender.

2. Details of location at which local value addition will be made as follows:

____

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

____

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)

SECTION - IV- (I) – Bid Security Declaration

(To be submitted by bidder seeking EMD exemptions under MSE Policy, Startup and as per GeM GTC 4.0)

Bidder's Reference No.____________________________
Date……….

To Head Commercial,
Foundation for Science Innovation & Development,
Innovation
Centre, IISc,
Bengaluru -
560012

Ref: Tender Document No……………………….. for ………………………………………………….. Sir/
Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
i. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

i. receipt by us of your notification
   (a) of cancellation of the entire tender process or rejection of all bids or
   (b) of the name of the successful bidder or

ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date) ………………………..

(Name and designation)
Duly authorized to sign bid for and on behalf of………………………. [name & address of Bidder and seal of company]
Dated on …………. day of....................[insert date of signing]
Place ....[insert place of signing]
DA:………………………………………………

SECTION - IV- (J) - AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)
NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

PART-2- SERVICE REQUIREMENT AND TECHNICAL

SPECIFICATION 43

S.No.	Service Description	Quantity / Requirement
1	Travel Management Services covering air/rail/bus tickets, hotel bookings, cab/airport transfer, visa/passport facilitation, forex and travel insurance assistance	As per actual FSID requirements during the contract period
2	24x7 helpdesk, dedicated account management and escalation support including Email IDs and Contact Numbers	Mandatory
3	MIS, GST invoice support, refund tracking, fare comparison and reconciliation with every Ticketing Invoice	Monthly/fortnightly/as required

Warranty: Not applicable. Service levels, refund obligations, GST support, data protection and contractual obligations shall apply during the contract period.

Part II: Required Delivery Schedule:

Required Service Commencement Schedule: The selected agency shall commence services within [7] days from Notification of Award / execution of contract, or as directed by FSID.

Part III: Required Terms of Delivery:

Service Delivery: Services shall be provided to FSID through authorised email/portal/helpdesk/account manager and, where applicable, at FSID/IISc Bengaluru campus.

Part-IV: Service Recipient Details:

- **Refer GeM Bid Document**

Sl. No.	Parameter	Requirement / Terms of Reference
1.	Booking Channel and Authorisation	Requests shall be accepted only from FSID authorised POC(s) through approved email/portal/self-booking tool. Booking request must contain traveller details, purpose, itinerary and approval.
2.	Fare Reasonability	The agency shall quote at least three practical options wherever available and recommend the lowest logical fare considering fare conditions, refundability, layover, baggage and travel policy.
3.	Turnaround Time	Domestic air options within 2 hours; international air options within 4 hours; urgent/same-day requests to be handled on priority within 30-60 minutes.
4.	Travel Documents	Tickets, vouchers, insurance policies, visa appointment documents and related travel documents must be emailed to authorised POC/traveller immediately after confirmation.
5.	Refunds and Cancellations	Cancellations must be processed promptly on written request. Refunds received from airlines/hotels/service providers must be credited/reported to FSID without delay and reconciled monthly.
6.	No Advance / Pre-Deposit by FSID	FSID shall not maintain any advance wallet, pre-deposit or security deposit with the travel agency. Payments shall be against correct, undisputed invoices as per agreed payment cycle.
7.	GST / ITC Support	Agency shall ensure correct GSTIN is captured wherever possible, provide airline/hotel GST invoice support, and submit booking-wise GST reconciliation data.
8.	Data Protection and Confidentiality	Traveller details including PAN/passport/visa/contact details shall be processed only for the contract purpose and protected against unauthorised disclosure. Breach must be notified immediately.
9.	Reports and Audit Trail	Monthly/fortnightly MIS shall include traveller, sector, ticket no., airline/hotel/vendor, base fare, taxes, service fee, GST, cancellation/refund and approval reference. FSID may audit fare and invoice records.
10.	Service Desk and Escalation	Agency shall nominate account manager, operations contact, finance contact and escalation contacts with 24x7 helpline. Changes require prior intimation.
11.	Personal Travel	The contract is for official FSID - IISc - approved travel only. Personal travel/dependents shall not be charged to FSID unless specifically approved in writing and separately paid/recovered.
12.	Compliance	Agency shall comply with all applicable laws including GST, Income Tax/TDS, FEMA/RBI forex requirements, data protection laws and airline/hotel/visa authority rules.

PART-3 - CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

SECTION - VII (A) - GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.

1.2. All relevant clauses in Section II, Instructions to Bidders (ITB), will be binding on this purchase.

1A . Period of Contract

1A.1 The Contract shall remain valid for a period of two years from the date of commencement / effective date specified in the Letter of Award / Contract Agreement.

1A.2 FSID may, at its sole discretion, extend the Contract for a further period of one year on the same rates, terms and conditions, or on mutually agreed revised terms, subject to satisfactory performance of the Service Provider, continued requirement of FSID, mutual written agreement and approval of the Competent Authority.

1A.3 Extension of the Contract shall not be claimed by the Service Provider as a matter of right. FSID shall have no obligation to extend the Contract beyond the initial term.

1A.4 In case of extension, the Service Provider shall extend the validity of the Performance Security and all applicable undertakings / authorisations for the extended period and for such additional period as may be required under the Contract.

1A.5 Unless extended in writing, the Contract shall automatically expire at the end of the Contract period. Expiry of the Contract shall not affect pending obligations relating to already authorised bookings, invoices, refunds, cancellations, GST reconciliation, audit, confidentiality, data protection, indemnity or any other surviving obligation.

2. Use of contract documents and information

2.1. The service provider shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the service provider in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.

2.2. Further, the service provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub clause 2.1 above except for the sole purpose of performing this contract.

2.3. Except the contract issued to the service provider, each and every other document mentioned in GCC sub clause 2 (a) above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the service provider's performance and obligation under this contract.

3. Intellectual Property Rights/Patent Rights

3.1. The service provider shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of services & services to be provided by the service provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, copyright etc. Being made against the purchaser, the purchaser shall notify the service provider of the same and the service provider shall, at his own expense take care of the same for settlement and if required, duly represent the purchaser before any courts/forums in this regard, without any cost liability to the purchaser.

4. Country of Origin

4.1. All services to be provided under the contract shall be arranged/provided by entities legally permitted to provide such services in India and/or the relevant foreign jurisdiction, subject to applicable Indian laws and restrictions.

4.2. For services, the bidder shall disclose its place of incorporation/registration, service office details, and any foreign/third-party support arrangement where relevant.

4.3. The country of origin may be specified in the price schedule.

5. Performance Security

5.1. As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Service Provider under the Bidding Documents within 14 days from the date of the issue of notification of award by the purchaser, the Service Provider shall furnish

Performance guarantee to the Purchaser for an amount of Rs. 1 Lakh prior signing of this contract. Failure of the same shall leads to forfeiture of EMD and further action as per the provisions of the contract.

5.2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider, including service closure, refunds/credits and final reconciliation.

5.3. Service Provider may furnish performance guarantee in the form of an account payee Demand Draft, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B),** safeguarding the Purchaser's interest in all respects.

5.4. In the event of any amendment issued to the contract regarding extension of delivery period, the service provider shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.

5.5. Bid security will be refunded to the successful bidder on receipt of Performance Security.

5.6. The Purchaser will release the Performance Security without interest on completion of all contractual obligations of the service provider, including settlement of refunds/credits, final invoices, MIS, GST support and reconciliation.

5.7. The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section- VIII(B)** of this document in favour of the Purchaser.

5.8. Performance Security shall be forfeited and credited to the accounts of FSID, in the event of a breach of contract by the service provider, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach and claim for losses and damages),

5.9. Service Provider agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Service Provider. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Service Provider shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Service Provider at the cost and liability of the Service Provider.

5.10. Performance Security shall be invoked without notice in case of fundamental breach, including quality failure, delay, or misrepresentation.

6. Technical Specifications and Standards

6.1. The Services & Services to be provided by the service provider under this contract shall conform to the technical specifications mentioned in 'Technical Specifications' under Sections-VI of this document.

7. Packing and Marking

7.1. The packing for the services to be provided by the service provider should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the services and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2. Unless otherwise mentioned in the Technical Specification under Section VI, the service provider shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: -

7.2.1. Contract number and date
7.2.2. Brief description of the services including quantity
7.2.3. Packing list reference number
7.2.4. Country of origin of the services
7.2.5. Consignee's name and full address and
7.2.6. Service Provider's name and address

8. Inspection, Testing and Quality Control

8.1. The Contractor should satisfy itself that the services are in accordance with the terms of the Contract and fully conform to the required Terms of Reference, SLA and commercial terms.

8.2. In normal course, services shall be provided by the contractor on the basis of FSID-approved requests, travel documents, booking confirmations and service acceptance/approval by authorised FSID POC.

8.3. The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered services and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the service provider in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.

8.4. For such inspections and tests which are conducted in the premises of the service provider or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the service provider to the purchaser's inspector at no charge to the purchaser.

8.5. If during such inspections and tests the contracted services fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the service provider shall either replace the rejected services or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.6. If the service provider tenders the services to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the service provider. The fact that the services have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

8.7. The purchaser's contractual right to inspect, test and, if necessary, reject the services after the services' arrival at the final destination shall have no bearing of the fact that the services have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

8.8. The purchaser reserves the right to call for Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section VI. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section VI.

8.9. FSID reserves the right to inspect/audit service delivery systems, booking records, fare comparisons, invoices, GST support, refund records and other documents relevant to the services.

9. Terms of Delivery

9.1. Services shall be delivered by the service provider in accordance with the terms of delivery specified in the contract.

9.2. The service provider/contractor is required to complete the supplies including commissiong within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following: -

9.2.1. The service provider/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.

9.2.2. No increase in quoted service/transaction fee shall be admissible after the due date or during the contract period on account of any ground whatsoever, except statutory tax/charge changes as applicable by law and accepted by FSID.

9.2.3. No increase in quoted service/transaction fees shall be permitted during the contract period on any ground whatsoever, except statutory taxes/charges as applicable by law and accepted by FSID.

9.2.4. The Purchaser shall be entitled to the benefit of any decrease, refund, credit note, discount, remission or reduction in fare/tariff/taxes/charges received by or available to the service provider in relation to FSID bookings.

10. Insurance / Data and Document Protection:

10.1. The service provider shall safeguard FSID travel documents, data and records handled under the contract. Any travel insurance arranged for travellers shall be as approved by FSID and subject to insurer terms.

10.1.1. The service provider shall remain responsible for proper and timely provision of authorised travel management services until completion of the relevant booking/service and closure of any associated refund, cancellation, invoice or GST reconciliation issue.

10.1.2. The service provider shall ensure timely delivery of tickets, vouchers, visa/insurance/forex documents, invoices and related travel documents to FSID-designated POC/traveller.

10A. Data Privacy, DPDP Compliance and Protection of Traveller Data

10A.1 The Service Provider acknowledges that, during performance of the Contract, it may process personal data of FSID employees, consultants, guests, project personnel, invitees and other authorised travellers, including name, designation, employee ID, email address, phone number, travel itinerary, passport details, PAN, visa details, identification documents, payment-related information, accommodation details and other travel-related personal data.

10A.2 The Service Provider shall process such personal data strictly for the purpose of providing authorised travel management services to FSID and only in accordance with FSID's instructions, the Contract, applicable laws, and the Digital Personal Data Protection Act, 2023, along with rules, regulations, directions and amendments issued thereunder from time to time.

10A.3 To the extent the Service Provider processes personal data on behalf of FSID, it shall act as a data processor / service provider and shall not determine any independent purpose for processing such personal data. Where the Service Provider independently determines the purpose and means of processing any personal data, it shall comply with all obligations applicable to it as a data fiduciary under applicable data protection laws.

10A.4 The Service Provider shall ensure that personal data is collected, accessed, stored, used, disclosed or transferred only to the extent necessary for booking, modification, cancellation, refund, visa/passport facilitation, forex, insurance, hotel, cab or other travel-related services approved by FSID.

10A.5 The Service Provider shall not sell, monetise, analyse for unrelated purposes, profile, disclose, transfer, publish, retain or otherwise use FSID traveller data for any purpose other than performance of this Contract without prior written approval of FSID.

10A.6 The Service Provider shall implement appropriate technical, organisational and security safeguards to prevent unauthorised access, disclosure, alteration, loss, misuse, destruction or breach of personal data. Such safeguards shall include access control, confidentiality obligations, secure storage, secure transmission, need-to-know access, password protection, and internal controls appropriate to the nature of data processed.

10A.7 The Service Provider shall ensure that its employees, agents, representatives, affiliates and approved third-party service providers who process FSID traveller data are bound by confidentiality and data protection obligations no less stringent than those contained in this Contract.

10A.8 The Service Provider shall not appoint or use any sub-processor / third-party service provider for processing FSID traveller data, except where necessary for providing authorised travel services such as airline booking, hotel booking, visa facilitation, forex, insurance, cab booking or related travel services. The Service Provider shall remain fully liable to FSID for acts and omissions of such third parties.

10A.9 In case of any actual or suspected personal data breach, unauthorised disclosure, loss, misuse, cyber incident or compromise of FSID traveller data, the Service Provider shall notify FSID immediately and in any case within **24 hours** of becoming aware of such incident. The Service Provider shall provide full details of the incident, affected data, containment measures, remedial action taken, proposed corrective action and support required for statutory reporting, if any.

10A.10 The Service Provider shall assist FSID in responding to requests, grievances, audits, statutory notices, regulatory directions or claims relating to personal data processed under this Contract.

10A.11 Upon expiry or termination of the Contract, or upon written request of FSID, the Service Provider shall return, delete or securely destroy FSID traveller data, except to the extent retention is mandatorily required under applicable law. The Service Provider shall certify such deletion / destruction in writing if required by FSID.

10A.12 The Service Provider shall not transfer FSID traveller data outside India except where such transfer is necessary for providing approved international travel-related services or as permitted under applicable law. In such cases, the Service Provider shall ensure that the recipient processes such data only for the authorised travel purpose and maintains appropriate confidentiality and security safeguards.

10A.13 The Service Provider shall indemnify and hold harmless FSID, its directors, officers, employees and authorised representatives against all claims, losses, penalties, damages, costs, proceedings, regulatory actions and liabilities arising out of breach of this clause, unauthorised processing, data breach, statutory non-compliance or misuse of FSID traveller data by the Service Provider or its employees, agents, affiliates or third-party service providers.

10A.14 The obligations under this clause shall survive expiry or termination of the Contract.

11. Not Applicable

11.1. Not applicable to travel services unless any software/self-booking tool/access credentials are provided. The bidder shall ensure continuous availability/support of any such tool during the contract period.

12. Incidental services:

12.1. Subject to the stipulation, if any, in Schedule of Requirements (Section V) and the Technical Specification/TOR (Section VI), the service provider shall be required to perform the following services:

- 12.1.1. Provision of travel management services, travel documents, booking confirmations, cancellations, refunds, MIS and reconciliation support as per the contract.
- 12.1.2. Providing user guidance/training, if required, for self-booking tool, booking workflow, approval process, refund tracker and reporting formats.
- 12.1.3. Providing user manuals/process notes for any self-booking portal/helpdesk/reporting tool, if applicable.
- 12.1.4. No installation/commissioning/warranty obligation shall apply unless any self-booking tool or software access is specifically offered; service obligations shall apply as per the RFP/contract.

13. Travel Documents / Invoice Documents for Services:

13.1. The service provider shall send relevant travel documents, tickets, vouchers, invoices, GST details, refund/cancellation details and supporting documents within the timelines prescribed by FSID or as required for travel.

13.1.1. For domestic and international travel services, the service provider shall promptly notify FSID-designated POC/traveller by email/portal/helpdesk upon booking, reissue, cancellation, refund receipt, document issuance or any change affecting travel.

instructed in the contract):

13.1.2. Service provider's invoice showing contract/order number, booking reference, service description, quantity, unit service fee, GST and total amount;

13.1.3. Service Acceptance / Booking Confirmation / Travel Document Acceptance as per Section VIII C or email approval by authorised FSID POC;

13.1.4. MIS/refund/cancellation/GST reconciliation statement, where applicable;

13.1.5. Supporting supplier/airline/hotel/visa/insurance/forex documents, where applicable;

13.1.6. Any other document required by FSID for audit, statutory or project compliance.

13.1.7. Insurance Certificate as per GCC Clause.

13.1.8. Service Provider's invoice, booking documents, GST support, refund/cancellation tracker and service acceptance/booking confirmation documents.

14. Service Level Obligations

14.1. The service provider warrants comprehensively that the services supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The service provider further warrants that the services supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the service provider that may develop under normal use of the supplied services under the conditions prevailing in India.

14.2. If the service provider, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the service provider and without prejudice to other contractual rights and remedies, which the Purchaser may have against the service provider.

14.3. Service Provider shall carry sufficient inventories at site to assure ex-stock provision of services of consumable spares for the services so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.

15. Assignment

15.1. The service provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

16. Price

16.1. Prices to be charged by the service provider for provision of services of services in terms of the contract shall not vary from the corresponding prices quoted by the service provider in its Bid and incorporated in the contract.

17. Taxes and Duties.

17.1. Service Provider shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted services to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Service Provider. Local Duties& Terminal Taxes etc.:

17.2. Any statutory tax, local levy, terminal charge, municipal charge or other governmental charge, if applicable to any travel-related service, shall be handled strictly as per law and reimbursed only where approved by FSID and supported by valid documents.

wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the service provider to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. The service provider should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the service provider and take other necessary action in the matter.

18. Terms and Mode of Payment

18.1. Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

18.1.1. <u>Payment shall be made in Indian Rupees as specified in the contract in the following manner:</u>

Payment of the contract price/service fees, subject to recoveries/liquidated damages/shortages/adjustments/refunds, if any, shall be made on receipt of correct invoice and satisfactory service acceptance/reconciliation as per contract terms.

(i) Service Providers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.
(ii) Four copies of Service Provider's invoice showing contract number, services description, quantity, unit price and total amount;
(iii) Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
(iv) Two copies of Packing list identifying contents of each package;
(v) Inspection Certificate issued by the nominated inspection agency, if any.
(vi) Insurance certificate as per GCC Clause 10 (if applicable).
(vii) Certificate of origin

18.1.2. Payment for Imported Services on DDP terms: Deleted- NA

The Service Provider shall attend the complaint within 24 hours failing which penal provisions under the contract shall be invoked.

18.2. The service provider shall not claim any interest on payments under the contract.

18.3. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Service Provider at rates as notified from time to time.

18.4. The payment shall be made in INR only.

18.5. While claiming payment, the service provider is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of service provider for claiming that payment has been fulfilled as required under the contract.

18.6. While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the service provider shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the service provider) shall refund to the Purchaser/Consignee forthwith.

18.7. The service provider shall send its claim for payment in writing, when **contractually** due, along with relevant documents etc., duly signed with date, to the Purchaser.

18.8. All payments in Indian Rupee will be made through National Electronic

Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate From attached as per Section-IV (F).

18.9. Invoice Submission and Payment Processing

18.9.1 The Service Provider shall submit invoices on a fortnightly / monthly basis, or as otherwise instructed by FSID, along with complete supporting documents including booking approval, ticket / voucher / travel document, supplier invoice where applicable, GST details, refund / cancellation details, service fee breakup, and MIS / reconciliation statement.

18.9.2 FSID shall process payment of correct and undisputed invoices within **30 days** from the date of receipt of complete invoice and supporting documents, subject to satisfactory service verification, internal approvals, statutory deductions and reconciliation of refunds / credits / adjustments, if any.

18.9.3 The period of 30 days shall be counted only from the date on which the invoice is complete in all respects and is received by FSID with all required supporting documents. Incomplete, incorrect, duplicate, unsupported or disputed invoices shall not be considered for the purpose of calculating the 30-day processing period.

18.9.4 If any invoice or part thereof is disputed, FSID may withhold payment of the disputed portion until resolution. The undisputed portion may be processed as per the Contract terms.

18.9.5 No interest, late payment charges, penal charges or finance charges shall be payable by FSID on any delayed payment.

18.9.6 FSID shall be entitled to deduct TDS, penalties, liquidated damages, excess billing, refunds, credit notes, fare differences, GST discrepancies or any other recoverable amount from invoices payable to the Service Provider.

18.9.7 No advance payment, wallet payment, pre-deposit or security deposit shall be maintained by FSID with the Service Provider.

19. Delay in the service provider's performance.

19.1. The service provider shall deliver the services and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the services stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

19.2. Subject to the provision of Force Majeure under GCC clause 24, any delay by the service provider in maintaining its contractual obligations towards provision of services shall render the service provider liable to any or all of the sanctions stipulated under the contract, including liquidated damages/penalties, risk purchase, set-off, termination and/or other remedies available to FSID.

19.2.1. Imposition of Liquidated Damages,

19.2.2. Forfeiture of its Performance Security and

19.2.3. Termination of the Contract for default.

19.3. If at any time during the currency of the contract, the service provider encounters conditions hindering timely delivery of the services and performance of services, the service provider shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the service provider's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of service provider's contractual obligations by issuing an amendment to the contract.

19.4. When the period of delivery is extended due to unexcused delay by the service provider, the amendment letter extending the delivery period shall, inter-alia contains the following conditions:

19.4.1. The Purchaser shall recover liquidated damages/penalties from the service provider for delay or failure in performing the services within the agreed timelines/SLA as per the contract.

19.4.2. No increase in quoted service/transaction fees shall be permitted during the contract period on any ground whatsoever, except statutory taxes/charges as applicable by law and accepted by FSID.

19.4.3. The Purchaser shall be entitled to the benefit of any decrease, refund, credit note, discount, remission or reduction in fare/tariff/taxes/charges received by or available to the service provider in relation to FSID bookings.

19.5. The service provider shall not provide fresh services after expiry/termination of the contract except to close already authorised bookings, refunds, invoices or reconciliations as specifically approved by FSID.

20. Liquidated damages

20.1. Subject to the provision of Force Majeure under GCC clause 24, if the service provider fails to deliver any or all of the services or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed provision of services of services and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.

20.2. In the event of delay in submission of proforma Invoice, the delay shall be to the account of service provider & Purchaser shall deduct Liquidated damages as per Clause 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.

20.3. Proforma Invoice submitted by service provider is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of service provider & purchaser shall deduct liquidated damages as per clause 20 of GCC.

21. Termination for default

21.1. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the service provider, terminate the contract in whole or in part, if the service provider fails to deliver any or all of the services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

21.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 21 above, the Purchaser/Consignee may procure services and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the service provider shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.

21.3. Unless otherwise instructed by the purchaser, the service provider shall continue to perform the contract to the extent not terminated.

22. Notice

22.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail/speed post and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

22.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. Termination for insolvency

23.1. If the service provider becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the service provider without any compensation, whatsoever, to the service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

24. Force Majeure

24.1. The service provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the service provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.

24.2. For purposes of this clause, Force Majeure means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

24.3. If a Force Majeure situation arises, the service provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty- one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

24.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the service provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

25. Termination for convenience

25.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser’s) convenience, by serving written notice on the service provider at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the service provider’s performance under the contract is terminated, and the date with effect from which such termination will become effective.

25.2. Services already authorised and satisfactorily completed prior to termination shall be accepted and paid as per contract terms, subject to reconciliation of refunds, credits, cancellations and dues.

(03) days after the service provider's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

26. Withholding and lien in respect of sums claimed

26.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Service Provider/Contractor, the Purchaser shall be entitled to invoke the performance security or withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Service Provider//Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Service Provider under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Service Provider/Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

27. Resolution of disputes

27.1. Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this bid document (including its interpretation) between the Bidder and FSID, and so notified in writing by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause b.

27.2. Mediation: If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and FSID hereto in connection with or arising out of this bid document including interpretation of its terms, the Successful Bidders and FSID hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of disputes/differences, then the same shall be settled by binding arbitration.

27.3. **Good-Faith Discussions**

Any dispute, difference or claim arising out of or in connection with this RFP or any contract awarded pursuant to it shall, in the first instance, be resolved through good-faith negotiations between the parties.

27.4. **Escalation**

Either party may give written notice describing the dispute and request a meeting. The parties shall promptly meet (in person or virtually) and attempt in good faith to reach a mutually acceptable resolution within **thirty (30) days** of the notice.

27.5. **Jurisdiction**

If the parties are unable to resolve the dispute within that period, either party may pursue its rights and remedies **exclusively in the courts at Bengaluru, India**, which shall have sole jurisdiction.

27.6. **Continued Performance**

During negotiations, both parties shall continue to perform their respective obligations except as to the matters in dispute

28. Governing Law & Jurisdiction

28.1. This Agreement shall be governed by and construed in accordance with the laws of India. Courts at Bengaluru shall have exclusive jurisdiction.

SECTION - VIII (D) -CHECKLIST

Name of the Bidder:
Name of the Service Provider

SI.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	EMD / Bid Security submitted or valid exemption document attached			
1.b	Bid Submission Form, Power of Attorney/Board Resolution and signed bid document submitted			
2	Legal status, PAN, GST, IATA/authorisation and statutory documents submitted			
3	Turnover, net worth and audited financial documents submitted			
4	Similar work orders and completion/performance certificates for travel management services submitted			
5	Non-blacklisting, no-conviction, no-insolvency and GFR Rule 144(xi) declarations submitted			
6	Clause-by-clause compliance / no-deviation statement submitted			
7	Technical proposal including service delivery model, 24x7 support, escalation matrix, GST/MIS process and data protection controls submitted			
8	Price Bid submitted strictly in prescribed format without conditions or hidden charges			

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
9	Undertaking on no advance/pre-deposit, no interest on delayed payment and refund reconciliation accepted			
10	GST/ITC support, fare audit, refund and cancellation terms accepted			
11	Data protection, confidentiality and breach-notification obligations accepted			
12	SLA/penalty, termination, risk purchase and set-off clauses accepted			

N.B

1. *All pages of the Tender should be page numbered and indexed.*
2. *The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may fill up as NA.*
3. *It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.*

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

Appendix 1: New vendor registration details

No.	Particulars	Details to be filled	Mandatory information
1.	Company name		
2.	Address	City/State: Pin code: Country:	
3.	Head Office address		
4.	Branches (if any)		
5.	Contact details	Contact person: Email ID: Telephone:	
6.	Registration Certificate as per Registrar of Companies/Partnerships		Photocopy
7.	PAN number		Photocopy
8.	Tax Authority Number (TAN) - for deduction of TDS		Photocopy
9.	GST number		Photocopy
10.	Registered as MSME	YES / NO If YES, details as per Appendix-3	Photocopy + Declaration
11.	Relationship with FSID introducer	YES / NO If YES, details:	
12.	Existing client reference	Contact person: Email ID: Telephone:	
No.	**Particulars**	**Details to be filled**	**Mandatory information**
13.	Any accreditations from recognized agencies (e.g. ISO)	[i] Agency name: Validity date: [ii] Agency name: Validity date:	Photocopy
Bank Details:			
14.	Name of Bank		Cancelled cheque
15.	Address of Bank		

16.	Beneficiary name		
17.	Account number		
18.	Account type		
19.	IFSC Code		