

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY,

No. 69, ANNA SALAI, GUINDY, CHENNAI – 600 32.

Tender Notice No. SI(3)/31720/2023

Dated 23.11. 2023

e-Tender under open tenders system are invited by the undersigned for selection of Travel Agency for the work of arranging Air Tickets/Train Tickets and Bus Tickets for the Examiners who are coming from all over India to Tamil Nadu for examination purpose.

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|-------|--|--|
| (i) | Name of the work | : Selection of Travel Agency for the work of arranging Air Tickets/Train Tickets and Bus Tickets for the Examiners who are coming from all over India to Tamil Nadu for examination purpose. |
| (ii) | E.M.D. | : Rs.10,000/- |
| (iii) | Date of Publish of e-Tender | : 27.11.2023 |
| (iv) | Pre-bid Meeting | : 05.12.2023 |
| (v) | Date of submission of e-Tender Documents | : 11.12.2023 |
| (vi) | Date of Opening of e-Tender Documents | : 12.12.2023 |

REGISTRAR

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY,

No.69, ANNA SALAI, GUINDY, CHENNAI – 600 032.

e-TENDER DOCUMENT NO: - 04

File No.SI(3)/31720/2023, Dated 23.11.2023

**SELECTION OF TRAVEL AGENCY FOR THE WORK OF ARRANGING AIR
TICKETS/TRAIN TICKETS AND BUS TICKETS FOR THE EXAMINERS WHO
ARE COMING FROM ALL OVER INDIA TO TAMIL NADU FOR EXAMINATION
PURPOSES.**

THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY, CHENNAI

TENDER DOCUMENT

TERMS AND CONDITIONS FOR THE WORK OF ARRANGING AIR TICKETS/TRAIN TICKETS AND BUS TICKETS FOR THE EXAMINERS WHO ARE COMING FROM ALL OVER INDIA TO TAMIL NADU FOR EXAMINATION PURPOSES.

1. DUE DATE AND TIME:

The last date of receipt of e-Tender on 11.12.2023.

2. MODE OF DESPATCH OF TENDERS: e-Tender

3. SUPERSCRPTION: The complete list of all the documents uploaded by the bidders must be tabulated in a single page superscripted as “e-Tender for the work of Arranging Air Tickets/Train Tickets and Bus Tickets for the Examiners who are coming from all over India to Tamil Nadu for examination purposes.

4. EARNEST MONEY DEPOSIT

1. Each tender should be accompanied by an Earnest Money Deposit of Rs.10,000/- for e-Tender for the work of Arranging Air Tickets/Train Tickets and Bus Tickets for the Examiners who are coming from all over India to Tamil Nadu for examination purposes.

The tender documents uploaded without the EMD will be summarily rejected. The above EMD amount held by this University till it is returned to the Tenderer will not earn any interest therefor. The EMD of the unsuccessful tenderers will be returned immediately. The EMD of the successful tenderer will be returned only after the successful completion of the hand hold period.

2. The Small Scale Industrial Units in the State of Tamil Nadu registered with the SIDCO or anywhere in the country registered with the National Small Industries Corporation are exempted from payment of EMD / Security Deposit in respect of Tenders called for. The S.S.I Units in Tamil Nadu are also exempted from payment of E.M.D/S.D subject to the submission of existence certificate and capacity certificate for the particular item of tender issued by the Director or the General Managers of District Industries Centers. SSI Units registered in other States except those registered with NSIC will however not be eligible for the aforesaid concessions on payment of E.M.D / S.D. Tender forms and other connected documents will be issued at free of cost to the above categories of SSI Units. The SSI Units will however be required to execute proper agreements including a clause to the effect that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract, the SSI Units shall pay penalty of an amount equivalent to E.M.D / S.D. or an amount equal to the actual loss incurred by the University.

5. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

a) The tenders should contain particulars like the name and addresses of the tenderer, Basic cost, GST, PAN and other levies/charges that may be applicable be shown separately.

b) The rates should be quoted for the tender work should be indicated clearly both in words and figures. The tenderer should sign with full signature and attest any scoring or overwriting. The rate quoted should be free from erasures, overwriting, etc., The rate quoted should be firm / printed and should not be changed subjected to any variation clauses.

c) Being a Government Autonomous Body rendering Research & Education service to the students community, special price should be offered as applicable to these categories in Government Departments.

d) Audited annual accounts duly authenticated by a Chartered Accountant showing the details of annual turnover exclusively in the Printing work / business should be furnished by the Tenderer.

e) Evidence such as Registration Certificate issued by competent authority for the establishment of business as proof should be enclosed along with PAN No, TIN Number CGST, SGST Nos.

6. OPENING OF TENDER:

The tenders received on 11.12.2023 will be opened online by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, or any other officer authorized by him on behalf of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai-600032, on 12.12.2023.

7. AGREEMENT:

a. The successful tenderer shall execute an agreement for the due fulfilment of the contract in a Non-Judicial stamp paper of the value of Rs.500/- (Rupees Five Hundred only) within fifteen days from the date of acceptance of the tender for the work of appointment of Travel Agency.

b. The expenses incidental to the execution of agreement shall be borne by the successful tenderer.

c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of the University and to recover any consequential loss from the successful tenderer.

8. SECURITY DEPOSITS:

a. The successful tenderer will be required to remit the Security Deposit equivalent to 6% (Six) percent of the value of the work order within fifteen days (15) from the date of receipt of communication intimating the acceptance of the tenders by way of e-payment if the accepted tenderer fails to remit the Security Deposit within the stipulated period, the Earnest Money Deposit remitted by him will be forfeited by The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 and their tender application will be held work. Supply order will be released after execution of the above agreement by the successful tenderer and after the remittance of Security Deposit.

b. The Security Deposit furnished by the tenderer in respect of his tender application will be returned to him at the end of one year period subject to the condition that the tenderer has rendered service to the entire satisfaction of The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 without any complaint from the user Departments of this University . If the tenderer fails to fulfill the same, the work will be carried out by the University by engaging third party and the expenses incurred therefor will be recovered from the Security Deposit amount.

9. SCOPE OF THE WORK AND CONDITIONS OF CONTRACT WHICH MUST BE FULFILLED BY THE TRAVEL AGENCY ALONG WITH TECHNICAL BID

1. The External Examiners of nearly 2050 persons will be appointed from all over India to come to Tamil Nadu for attending the practical examinations in the Medical/Dental/AYUSH Colleges in the Tamil Nadu.

2. The number of examiners is subject to change depending on the increase in number of courses/colleges/candidates in each college. Hence, the travelling cost is also subject to change in every session.

3. The approximate value of the travelling cost per year would be Rs.72,00,000/-.

4. Economy Flight Non Stop Service only to be made. Multiple stop flights should not be entertained. (where direct connectivity not available, break of journey may be taken with prior permission). If break of journey is done, only through fare charge only made.

5. Destination should not be changed (i.e. workplace to Examination Center). Cancellation / Postponement / Preponement of tickets should not be done without written consent from University.

6. Only one To & Fro tickets will only be permitted.
7. The Annual Turn Over of the firm should be Rs.20,00 Crores.
8. The Tenderer should have membership in TAAI, TAFI, IATA (IATA guarantee level should be minimum of one crore) and the Tenderer should be recognized by Ministry of Tourism, Government of India.
9. The Tenderer should have atleast 10 years of experience in the field.
10. The Tenderer must communicate with the examiners and book tickets according to their convenience, one day prior to the examination and not later than the next day after completion of examination. Copy of the tickets and the completed boarding pass must be handed over to the University after which only payment will be made.
11. The Tenderer should have eligibility to make emergency arrangement at the time of cancellation of flights tickets (24 x 7 services has to be undertaken by the Tenderer).
12. The Tenderer must indicate the service charges per ticket/processing fee, change of date, cancellation fee in the price bid..
13. Authorized rail e-ticketing centre.
14. If both Air/Train facility not available bus booking must be done.
15. Add-ons should not be added (Seat/Food/Insurance)
16. Must have the office in Chennai.
17. All Jurisdiction in High Court of Chennai.

10. PAYMENT OF COST:

The Controller of Examinations will supervise the work and certify the bills for payment, then only, the payment will be made to the contractor based on the certificate and TDS on IT, applicable Taxes etc., will be deducted from the bill as per rules in force.

11. FORFEITURE OF EARNEST MONEY DEPOSIT:

If the accepted tenderer fails to act according to the tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to the Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032.

12. ASSIGNING OF TENDER IN WHOLE OR IN PART:

The successful tenderer shall not assign or make over the contract, the benefit or burden thereof to any person or persons or body corporate. He shall not under let or sublet to any person/s or body corporate the execution of the contract or any part thereof.

13. ACCEPTANCE AND WITHDRAWAL:

a. The final acceptance of the tender is entirely vested with the Registrar, The Tamil Nadu Dr. M.G.R. Medical University who reserves the right to accept or reject, any or all of the tenders without assigning any reason whatsoever. There is no obligation on the part of The Tamil Nadu Dr. M.G.R. Medical University to communicate with rejected tenderers. After the acceptance of the tender by the Tamil Nadu Dr. M.G.R. Medical University, the tenderer shall have no right to withdraw his tender or claim higher price.

b. Tenders with incomplete information and without supporting documents towards proof of details furnished will be summarily rejected.

14. PENALTY FOR NON-FULFILMENT OF CONDITIONS:

The Tenderer shall agree that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the tenderer shall pay as penalty an amount equivalent to 10 (Ten) percent (%) of total value of the work or equal to the actual loss incurred by the tenderer whichever is greater. This provision applies up to the end of the life cycle of the contract period.

15. MODIFICATION:

Any modification to the terms and conditions shall be made only with the mutual consent of both the parties to the agreement.

16. LEGAL JURISDICTION:

The Legal Jurisdiction shall be the courts at Chennai only.

17. DURATION OF CONTRACT

The contract period will be for a period of I year (12 months) only and shall be extended by another year based on the performance & service of the Tenderer. The maximum validity of the contract shall not exceed 3 years (36 months).

18. GENERAL:

The tenderer while sending their tenders should enclose a copy of the condition stipulated duly certified and attested by them in token of accepting the tender conditions that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily.

ANNEXURE – I
TECHNICAL BID

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032
TENDER SCHEDULE FOR APPOINTMENT OF TRAVEL AGENCY FOR THE WORK
OF ARRANGING AIR TICKETS/TRAIN TICKETS AND BUS TICKETS FOR THE
EXAMINERS WHO ARE COMING FROM ALL OVER INDIA TO TAMIL NADU

Sl.No:	The printer should furnish the following details along with proof of documents	
01	Name of the Travelling Agent	
02	Nature of the Business	
03	Date, month and year of Establishment of Business as Travelling Agent	
04	Address of the Registered Office	
05	Location of the Travelling Agency	
06	Telephone No. / Mobile No. & e.mail	
07	Status of the Travelling Agency (a) Proprietorship (b) Partnership (c) Private Limited (d) Public Limited	
08	Annual turnover of Ticket Books viz. Air /Train/ Bus Tickets for the past three years	
09	Maintenance of Branches with facilities in Chennai City / other areas	
10	Names of the Government Agencies to whom the Supplies of similar works were made recently	
11	To furnish the copy of the PAN card in the Name of proprietor or firm GST / TAN / PAN	
12	Whether already had Business transaction with the Tamilnadu Dr.M.G.R. Medical University, Chennai	
13	Income Tax statement of last three years	
14	EMD Payment Particulars	

Station

SIGNATURE OF TENDERER

Date

WITH SEAL

ANNEXURE -II

COMMERCIAL BID

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032

TENDER SCHEDULE FOR APPOINTMENT OF TRAVEL AGENCY FOR THE WORK OF
ARRANGING AIR TICKETS/TRAIN TICKETS AND BUS TICEKTS FOR THE EXAMINERS
WHO ARE COMING FROM ALL OVER INDIA TO TAMIL NADU FOR EXAMINATION
PURPOSES.

RATE SHOULD BE QUOTED BOTH IN FIGURES & WORDS FOR TRAVEL BOOKING

NUMBER OF EXAMINERS
TO BE APPOINTED PER YEAR:

2050 PERSONS FROM ALL OVER INDIA
TO TAMIL NADU. (SUBJECT TO VARY
DEPENDIGN UPON THE CONDUCT OF
EXAMINATIONS)

AIR FARE /TRAIN FARE /BUS FARE (BASIC COST)- POLICY	
GST AS PER RULES IN FORCE	
OTHER CHARGES	
AGENCY CHARGE PER BOOKING	
CANCELLATION CHARGES	
PREPONEMENT/POSTPONEMENT CHARGES	
TOTAL	

(Rupees.....)

**SIGNATURE OF TENDERER
WITH SEAL**

AGREEMENT

This deed of agreement is made and entered into on _____ day of _____ Month of Two Thousand and Twenty Three between the Tamil Nadu Dr. MGR Medical University represented by its Registrar having its registered Office at No. 69, Anna Salai, Guindy, Chennai-32, hereinafter called " UNIVERSITY " (which term shall includes its successor & assigns) as the Party of the First Part and M/s. ----- represented by Mr. / Ms. --- ----- (Title) having its office at ----- hereinafter called "TRAVELING AGENT" (which form shall includes successors and assigns) as the Part of the Second Part. Whereas " TRAVELING AGENT " expresses their desire to enter into an agreement with " UNIVERSITY " for the work of arranging air tickets, train tickets and bus tickets from all over India to the Tamil Nadu Medical Colleges in accordance with the conditions of contract as per the list given by the Controller of Examinations.

CONDITION OF CONTRACT

1.This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force during the contract period of 1 **(one) Year**. But in the event of any breach of agreement at any time on the part of the Traveling Agent, the contract shall be determinable by the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 by giving seven (7) days notice to the Travelling agent.

2. The Travelling Agent agrees to arrange for air tickets/train tickets/bus tickets as per the list given by the Controller of Examinations of this University at all inclusive price of Rs. _____ before specified date. The price offered should not be changed on any ground.

3 The price of the said items as detailed at Annexure – II excludes, Sales tax, Surcharges, Freight, Octroi, Insurance and such other levies that may be applicable.

4. The air bookings are to be executed under this contract as per the specification / scope of the work given in Annexure II.

5. The tickets are to be arranged without any extra cost in such estimates or number of passengers to be given per year from the Controller of Examinations. . Any amendments may be incorporated on a mutually agreed basis.

6 If the execution not effected on or before the specified period, the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances to procure the tickets and the loss sustained due to the above process by the University will be collected from the Travelling Agent / adjusted against E.M.D. / Security Deposit.

7 In case of failure by the Travelling Agent to book tickets demanded from them within the period or in case of tickets booked by them not being of the stipulated time and details or in case of tickets are being booked without a correct invoice in triplicate, the Registrar or anyone duly authorized by him shall have power to reject any such bill or to purchase tickets from others. The Tamil Nadu Dr. M.G.R. Medical University over the contract price together with all charges and expenses attending the Air tickets shall be recoverable by The Tamil Nadu Dr. M.G.R. Medical University from the Travel agent..

8. Penalty will be levied at the rate specified in Point No.14 of tender document i.e., 10% of the total value of the work or equal to the actual loss sustained which ever is greater if the ticket bookings has not been completed in full within the stipulated period, subject to force **majeure conditions**. Besides, such performance may entail black listing of the Travelling Agency.

9. The Travel agents should furnish the bill of cost in triplicate on completion of work to the Registrar. After necessary certificate obtained from user Department, action will be taken for the payment of the bill of cost after deducting necessary taxes in force.

10. The Travelling Agent hereby agrees to get the refund of incentive, Excise Duty and proportionate Sales Tax from concerned authorities and pass it on to University if the Government or any other appropriate agency reduces the applicable taxes or give incentive or any type retrospectively after supplying the tickets, failing which action will be taken to recover the balance amount from the Travel Agency.

11. The contract or any part share of interest in it, is not to be transferred or assigned by the Travel Agency directly or indirectly to any person or persons whomsoever without the written consent of the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032.

12. Neither the University nor the Travelling Agency shall be liable for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- (a) Natural phenomena
- (b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared, priorities and guarantee restrictions.

13. The Tender Notice dated _____ along with enclosures, the detailed final offer of the Travelling Agent respectively will form part of this contract. Wherever the offer conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the Travel agents.

14. Any notice to the Travelling Agent shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

15. Any modification to the terms and conditions shall be made only with the mutual consent of both parties to the agreement.

16. In case of any dispute, the matter will be referred to an arbitrator appointed by the both parties. The arbitration shall be held in Chennai only in accordance with the “Arbitration and Conciliation ACT 1996”

17. IN WITNESS THEREOF, the parties have set their hands to the agreement on the day and month and year first above written in the presence of the witnesses.

For and on behalf of Travel Agencies
(Name and Address of the Travel Agency with Official seal with date)

WITNESS:

- 1.
- 2.

ACCEPTANCE

The Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai hereby accept the contract in accordance with the conditions of contract and work order there into annexure.

REGISTRAR
The Tamil Nadu Dr. M.G.R. Medical University, Chennai.

WITNESS:

- 1.
- 2.