

## **EOI FOR SELECTION OF PORTAL/AIRLINES/TRAVEL AGENCY FOR BOOKING OF AIR TICKETS**

EOI are invited from reputed Travel Agencies/ Airlines/Portal for booking of air tickets under Atal Amrit Abhiyan Scheme & PMJAY under the Atal Amrit Abhiyan Society, Government of Assam.

### **1. LAST DATE FOR RECEIPT OF EOI**

EOI will be received up to 27<sup>th</sup> August 2020 till 3 PM by the office of the Chief Executive Officer, Atal Amrit Abhiyan Society, 3<sup>rd</sup> Floor, Nayantara Supermarket Complex, Six Mile, Guwahati - 781022

### **IMPORTANT NOTES:**

- a) *The bidder shall quote prices in Indian Rupees only in both words and figures inclusive of all taxes.*
- b) *The indicative annual requirement of tickets would be about 12000 Nos. (approx) for various destinations in the country with a total estimated cost of Rs. 38.00 crores (approx). However, definite volume of work cannot be guaranteed and should not be deemed as the final and conclusive number in any way.*

### **2. ELIGIBILITY CRITERIA**

- a) The bidder should have IATA membership and should be serving at least 1 Govt. Organization (Proof should be attached) for the past 3 financial years.
- b) Bidder should have experience of providing tickets to Govt. Organizations for past 3 financial years and value of orders for one particular year from one particular Govt. Organization should be at least Rs. 20.00 Lakhs. *Attested/notarized copies of order/contracts of value of Rs 20.00 lakhs for one particular year from one particular Govt. Organization should be submitted.*
- c) Average Annual turnover of the bidder in the past three financial years shall not be less than Rs. 100.00 Lakhs.
- d) Bidder who has been blacklisted either by the Bid Inviting Authority or by any State Govt. or Central Government Organization will not be allowed to participate in the EOI during the period of blacklisting.
- e) The bidders should submit an affidavit from Public Notary or other Legal Competent Authority along with up-to-date Trade License, PAN CARD and GST Registration Certificate from competent Authority.

### **3. GENERAL CONDITIONS**

- a) The scope of work indicated in the Bid document at Annexure I is tentative and subject to change depending on actual requirement.
- b) Bid will be opened and bidders will be invited on the specified date and time which will be intimated in due course of time by the State Nodal Cell (SNC) of Atal Amrit Abhiyan Society.

- c) Interested eligible bidders may obtain further information from the office of the Bid Inviting Authority.

4. **CONSTITUTION OF COMPANY OF BIDDER**

Documentary evidence regarding constitution of the company /concern such as Certificate of incorporation, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director/ Partners/ Proprietor.

a. **Power of Attorney of Bidder:**

Attested copy of instruments such as Power of Attorney, Resolution of Board etc. authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

b. **Registration Certificate**

Self-Attested copies of valid IATA Registration Certificate.

c. **Annual Turnover**

Annual turnover statement for past three financial years certified by the Auditor/Chartered Accountant.

d. **Execution of similar contracts of Bidder.**

Details of services made during the past 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients. *Attested/notarized copies of order/contracts of value of Rs 20.00 lakhs for one particular year from one particular Govt. Organization should be submitted.*

e. **GST Registration Certificate of Bidder:**

Bidder should be registered under GST Act.

f. **SIGNATURE & SEAL ON EACH PAGE**

The Bid document signed by the Bidder in all paged with office seal.

*The above documents should be sealed in a separate cover super scribed as "EOI FOR SELECTION OF TRAVEL AGENCY FOR BOOKING OF AIR TICKETS UNDER ATAL AMRIT ABHIYAN SOCIETY DUE ON 27.8.2020 "and addressed to the Chief Executive Officer, Atal Amrit Abhiyan Society, 3<sup>rd</sup> Floor, Nayantara Supermarket Complex, Six Mile, Guwahati - 781022*

g. **VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 90 days after opening of EOI.

**h. EMD:**

An amount of Rs. 10,000 (Rupees Ten Thousand Only) will have to be deposited in the form of Demand Draft drawn on any Nationalised/Scheduled bank on India in favour of "Atal Amrit Abhiyan Society, Assam" payable at Guwahati as EMD with the Technical bid.

**i. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of offer of the successful bidder shall be for 01 year (one) year from the date of finalization of the order and the successful bidder will be bound to provide service at agreed rates and terms during this period. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than 1 (one) year.

**5. OTHER CONDITIONS**

**A. No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of clerical error, typographical error, etc. committed by the bidders in the Bids shall not be entertained after submission of the bids.

**B. Execution of Order**

Order will be placed on the successful Bidder at the discretion of the Bid Inviting Authority. Unless otherwise specified, services should be rendered directly by the successful bidder and not through any other agency. The successful bidder will be monitored and audited on the quality of service and any laxity will be treated seriously and may result in termination of the contract as this contract will be dealing with serious patient conditions to be treated outside the State of Assam under the Scheme. The successful bidder will coordinate with the third party ISA Service Provider of Atal Amrit Abhiyan Society and the empanelled Hospitals to ensure that the travel arrangements for the patients and their attendants as per the Official Travel Policy is executed without any undue harassment and difficulties to the beneficiaries.

**6. ACCEPTANCE OF EOI**

**A. Bid Evaluation**

Bids will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.

**B. Right to Reject Bid**

Bid inviting Authority reserves the right to accept the tender or to reject the whole tender at any point of time without assigning any reason thereof.

**C. Bid Acceptance**

The acceptance of the tenders will be communicated to the successful bidders in writing.

## **7. AGREEMENT**

The successful Bidder shall execute an agreement in the form at Annexure 1X on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

## **8. NON ASSIGNMENT**

The Bidder shall not, at any time, assign, and sublet or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

## **9. COMMUNICATION**

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

## **10. SECURITY DEPOSIT**

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit amounting to Rs.10.00 lakhs in the form of bank guarantee from any Indian scheduled bank in favour of the Bid Inviting Authority valid for a period of 1 year. However, if the agency fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

## **11. FRAUD AND CORRUPTION**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices:

- 1) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- 2) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
- 3) "Collusive Practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- 4) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

*During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible*

*for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.*

**12. LOCAL CONDITIONS:**

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Bid Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

**13. PAYMENT PROVISIONS:**

Payments towards the service provided will be made strictly as per rules of the Tender Inviting Authority.

**14. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of agreement and/ or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. Further at any point of time if the initial successful bidder is found unsatisfactory or unable to provide services as per standards mandated, the Bid Initiating Authority reserves the right to bring in the second highest technically qualified bidder as a replacement or on co-sharing basis and this will be done at the lowest bidder price or near about.

**15. ARBITRATION:**

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Chief Executive Officer, Atal Amrit Abhiyan Society, Assam or to sole arbitration of some person nominated by him/her. There shall be no objection if the arbitrator so appointed happens to be an employee of Atal Amrit Abhiyan Society, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

**16. SAVING CLAUSE:**

No suit, prosecution or any legal proceedings shall lie against Bid inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

**17. LAWS GOVERNING THE CONTRACT & JURISDICTION**

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Assam only.

**18. BID EVALUATION:**

- a. Bid will be evaluated by Tender Evaluation Committee.
- b. Bid will be opened initially as per prescribed schedule and evaluated for technical eligibility.
- c. Only those bidder scoring 60% and above in technical evaluation will be declared responsive and eligible for empanelment.
- d. No conditional Bid will be accepted.
- e. Technical evaluation will be made on the basis of following criteria.

<b>Sl. No.</b>	<b>Technical Evaluation Criteria</b>	<b>Marks</b>
1.	The bidder should have IATA membership	20
2.	Bidder should have experience of providing tickets to Govt. Organizations for past 3 financial years and value of orders for one particular year from one particular Govt. Organization should be at least Rs. 20.00 Lakhs.	20
3.	Attested/notarized copies of order/contracts of value of Rs 20.00 lakhs for one particular year from one particular Govt. Organization should be submitted.	20
4.	Annual turnover statement for past three financial years not less than Rs. 100.00 lakhs, certified by the Auditor/Chartered Accountant.	20
5.	Affidavit for non blacklisting	20
TOTAL		100

## ANNEXURE-I

### **SCOPE OF WORK**

- 1) The annual requirement of tickets to various destinations outside the State is not quantifiable at this point of time. Therefore, no definite volume of work can be guaranteed.
- 2) The agency should provide tickets at the lowest available airline fare authenticated by the airline and no other charges excluding the service charge will be paid to the agency. The cost of the excess fare amount will be deducted incase the lowest airline fare for direct flights are not taken into account.
- 3) The TPAs will coordinate with the Agency for the tickets and the bills will be settled by SNC within 30 days of submission of the same. The bills will be submitted along with necessary referral and treatment documents together with the Boarding Pass.
- 4) Airfare capped at Rs.30000/- per annum for 2 persons (patient and one attendant only) within the Rs.2 lakh cashless Scheme.
- 5) The patients need to be informed by TPAs and Travel Agency about the necessity of keeping the Boarding Pass. The same has to be given in writing to the patient in an information leaflet and reinforced by Arogya Mitras.
- 6) The agency should provide confirmed tickets only. Agencies should be able to provide air tickets at a very short notice (One to Three Hours) either during office hours or beyond office hours including Sundays and holidays. Agency may also be required during the contract period to deliver the tickets at the residence of the patients as per instruction. A point of contact will have to be informed with whom the TPAs and SNC can communicate.
- 7) For certain category of patients with heart disease/ burn case/neurological disease etc, the Agency should provide confirmed tickets only from those airlines which have in flight facility /experience for carrying medical patients.
- 8) The agency will inform the traveler about the cancellation, rescheduling of flights by the airlines through phone/SMS.
- 9) The final confirmation for booking of the tickets will be given by SNC via mail or any means of written confirmation.
- 10) The tickets will be booked for both for AAAS beneficiaries as well as for SNC's officials.
- 11) In case the tickets are not delivered within time the Agency will be solely responsible for the same and no payment will be made. In that case the agency may be liable to forfeit security deposit.
- 12) The agency will extend discounts/benefits, if any, on tickets offered by the airlines to Atal Amrit Abhiyan Society, Assam.

## Annexure 1X

### 1. General Provisions:

#### 1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "State Nodal Cell" means State Nodal Cell, Atal Amrit Abhiyan Society under Govt. of Assam, Health & Family Welfare Department located at the premises of Nayantara Super Market Complex, Six Mile at Guwahati in the State of Assam, India.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (c) "Agreement" means the Agreement signed by the Parties, to which these General Conditions of Agreement are attached, together with all the documents listed in letter of award;
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause in General Condition.
- (e) "COC" mean these Conditions of Contract.
- (f) "Government" means the Government of India or Government of Assam as applicable in the specific instance.
- (g) "Local Currency" means Indian Rupees;
- (h) "Personnel" means persons engaged by the Service Agency for providing specific services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to in the Clause 4.2 of this document.
- (i) "Party" means the State Nodal Cell or the Service Agency, as the case may be, and Parties means both of them;
- (j) "Services" means the work to be performed by the Service Agency pursuant to this Contract for the purposes of the Scheme, as described in the LOA document.
- (k) "Sub Agency" means any entity to which the Service Agency subcontracts any part of the Services.
- (l) "Third Party" means any person or entity other than the State Nodal Cell and the Service Agency.
- (m) "Contract Sums" means gross amounts of the Service Agency's original proposal in Indian Rupees with tax, duties, fees and other imposition as provided in the General Conditions inclusive of all costs, all types of investigation works if any.
- (n) "Approved / approval" means the approval in writing.
- (o) "PHI-Protected Health Information" means all types of health related information given by beneficiaries in this project.
- (p) "Service Agency" or "Agency" or "Service Provider" means Travel Agency



- 1.2 Relations between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the State Nodal Cell and the Service Agency. The Service Agency, subject to this contract, has complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.
- 1.3 Law Governing the Contract:** This Agreement, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India.
- 1.4 Language:** This Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.
- 1.5 Headings:** The headings shall not limit, alter or affect the meaning of this Agreement.
- 1.6 Notices:**
- 1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address given in the proposal document for issue of proposal document.
- 1.6.2. Notice will be deemed to be effective as follows:
- (a) In the case of personal delivery or registered mail, on delivery;
  - (b) In the case of facsimiles and email, 24 hours following confirmed transmission.
- 1.6.3. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in General Condition.
- 1.7 Location:** The Services shall be performed at such locations as indicated in the letter of award and, where the location of a particular task is not so specified, at such locations, as the State Nodal Cell may approve.
- 1.8 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the State Nodal Cell or the Service Agency may be taken or executed by the authorized representative specified in the bid document.
- 1.9 Taxes and Duties:** The Service Agency and their personnel (domestic personnel and foreign personnel) shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the State Nodal Cell shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- 2. Commencement, Completion, Modification & Termination of Agreement:**
- 2.1. Termination of Contract for Failure to Become Effective:** If this Agreement has not become effective within three (3) months or such other time period as the Parties may agree in writing after date of the Agreement signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Agreement to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.2. Commencement of Services:** The Service Agency shall begin carrying out the Services within 15 days of signing this Agreement or such other time period as the party may agree in writing.
- 2.3. Expiration of Contract:**

- (a) Unless terminated earlier pursuant to Clause 2.8 hereof, this Agreement shall expire when services have been completed and confirmed by the State Nodal Cell by issuing completion certificate at the end of period of contract or such other time period as the parties may agree in writing.
- (b) If the Atal Amrit Abhiyan (hereinafter referred to as the Scheme) is terminated before the scheduled period, the Agreement may be foreclosed. The Agreement may also be extended if so desired by the Parties. In case of extension and foreclosure, pro-rata addition or deduction shall be entertained based on percentage quoted for the supervision part of the whole assignment.
- (c) At the discretion of State Nodal Cell without assigning any reasons whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Proposal. The Service Agency agrees and acknowledges that it does not reserve any right to claim compensation of whatsoever nature for foreclosure of contract by State Nodal Cell.

**2.4. Entire Agreement:** This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**2.5. Modification:** Modification of the terms and conditions of the Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

**2.6. Force Majeure:**

**2.6.1. Definition:**

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.6.2. No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such

inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**2.6.3. Measures to be taken:**

- (b) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.6.4. Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.6.5. Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Agency shall not be entitled to be reimbursed for any additional costs.

**2.6.6. Consultation:** Not later than thirty (30) days after the Agency, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.7. Suspension:** The State Nodal Cell may, with written notice of suspension to the Service Agency, suspend all payments to the Service Agency hereunder if the Service Agency fails to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and (ii) shall request the Service Agency to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Service Agency of such notice of suspension.

**2.8. Termination:**

**2.8.1. By the State Nodal Cell:** The State Nodal Cell may, by not less than thirty(30) days written notice of termination to the Agency for the occurrence of any of the events specified hereunder of this Clause 2.8.1 terminate this Agreement.

- (a) If the Service Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within thirty 30 days of receipt of such notice of suspension or within such further period as the State Nodal Cell may have subsequently approved in writing;
- (b) If the Service Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Service Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

(d) If the Service Agency submits to the State Nodal Cell a statement which has material effect on the rights, obligations or interests of the State Nodal Cell and which the Agency know to be false.

(e) If, as a result of Force Majeure, the Service Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the State Nodal Cell, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

(g) If the Service Agency, in the judgment of the State Nodal Cell has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

(h) If by the assessment of the State Nodal Cell, the Service Agency is found to be deficient in the delivery of service of any component specified in the clause 10, partly or wholly.

*For the purpose of this clause:*

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Agreement execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Agreement to the detriment of the State Nodal Cell and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the State Nodal Cell of the benefits of free and open competition.

In case the Agreement is terminated, the balance amount of advance fee if, any, paid earlier shall be paid back by the Service Agency to the State Nodal Cell within thirty days of the termination letter, failing which the same shall be recovered by en-cashing the existing Bank Guarantee submitted by Service Agency.

(30) **By the Service Agency:** The Service Agency may, by not less than thirty days written notice to the State Nodal Cell, such notice to be given after the occurrence of any of the events specified hereunder of this Clause 2.8.2, terminate this Agreement

(a) If the State Nodal Cell fails to pay the money due to the Service Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Service Agency that such payment is overdue;

(b) If the State Nodal Cell is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Service Agency may have subsequently approved in writing) following the receipt by the State Nodal Cell of the Service Agency notice specifying such breach;

(c) If, as the result of Force Majeure, the Service Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the State Nodal Cell fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

**2.8.3. Cessation of Rights and Obligations:** Upon termination of this Agreement pursuant to Clause 2.1 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause General Condition 3.3 hereof;
- (c) any right which a Party may have under the Applicable Law.

**2.8.4. Cessation of Services:** Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Service Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Agency and equipment and materials furnished by the State Nodal Cell, the Agency shall proceed as provided by Clause 3.9 and 3.10 hereof.

**2.8.5. Payment upon Termination:** Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the State Nodal Cell shall make the payments to the Service Agency provided after offsetting against these payments any amount that may be due from the Service Agency:

- (a) Service charges pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) through (g) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement.

**2.8.6. Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to the arbitration clause hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Service Agency:**

#### **3.1. General:**

**3.1.1. Standard of Performance:** The Service Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the State Nodal Cell, and shall at all times support and safeguard the State Nodal Cell's legitimate interest in any dealings with Third Parties.

**3.1.2. Law Governing Services:** The Service Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any personnel and agents of the Agency comply with the Applicable Law. The State Nodal Cell shall advise the Service Agency in writing of relevant local customs and the Service Agency shall, after such notifications respect such customs.

#### **3.2. Conflict of Interests:**

**3.2.1. Service Agency not to Benefit from Commissions, Discounts etc.:** The service charges of the Service Agency pursuant to Clause 6 hereof shall constitute the

Service Agency's' sole remuneration in connection with this Contract or the Services and, the Service Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Service Agency shall use their best efforts to ensure that their personnel or their agents, similarly shall not receive any such additional remuneration.

3.2.2. **Procurement Rules of the State Nodal Cell:** If the Service Agency as part of the Services, have the responsibility of advising the State Nodal Cell on the procurement of goods, works or services, the Service Agency shall comply with any applicable procurement guidelines of the State Government/ State Nodal Cell and shall at all times exercise such responsibility in the best interest of the State Nodal Cell. Any discounts or commissions obtained by the Service Agency in the exercise of such procurement responsibility shall be for the account of the State Nodal Cell.

3.2.3. **Prohibition of Conflicting Activities:** Neither the Service Agency nor the personnel appointed by Service Agency shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities objectionable to State Nodal Cell.

3.3. **Confidentiality:** Each party shall maintain in confidence all information that have been identified as 'Confidential' and disclosed to the other party including but not limited to information related to the other party's trade secrets, know-how/technical data, research, products, software services, development, inventions, processes, techniques, strategies, internal procedures, employees and business opportunities, beneficiaries either present or prospective and PHI ('Confidential Information'). Further each party shall not divulge to a third party any Confidential Information obtained by it in the course of its execution of its work or use such information for any purpose whatsoever save as may be strictly necessary for the performance of the obligation under this Agreement

3.3.1. In any case system must comply with Reasonable Security Practices for PHI as specified in Section 43A of Indian I.T.Act,2000 so as to avoid legal liabilities in the cases confidentiality violation resulting in I.T.Act,2000 compensation claims against Service Agency. Special Techno-Legal Audit and Cyber Law Compliance Audit Report shall be submitted by the Service Agency to the SNC so as to comply with aforesaid provisions of due diligence as per Indian I.T. Act, 2000.

3.4. **Liability of the Service Agency:** Limitation of the Service Agency's Liability towards the State Nodal Cell:

3.4.1 Except in case of gross negligence or willful misconduct on the part of the Service Agency or on the part of any person or firm acting on behalf of the Service Agency in carrying out the Services, the Service Agency, with respect to damage caused by the Service Agency to the State Nodal Cell's property, shall be liable to the State Nodal Cell.

- (a) for any indirect or consequential loss or damage; and
- (b) for any direct loss or damage that does not exceed (A) the total payments for Professional Fees or (B) the proceeds the Service Agency may be entitled to receive

from any insurance maintained by the Service Agency to cover such a liability, whichever of (A) or (B) is higher.

- (c) This limitation of liability shall not affect the Service Agency's liability, if any, for damage to Third Parties caused by the Service Agency or any person or firm acting on behalf of the Service Agency in carrying out the Services.

**3.5. Insurance to be taken out by the Travel Agency):** The Service Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the State Nodal Cell, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the State Nodal Cell's request, shall provide evidence to the State Nodal Cell showing that such insurance has been paid. The risks and the coverage shall be as follows:

**3.5.1** Insurance against loss of or damage to:

- (a) the Service Agency' property used in the performance of the Services,
- (b) any documents prepared by the Service Agency in the performance of the Services.

**3.6. Accounting, Inspection and Auditing:** The Service Agency shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized representatives of State Nodal Cell to inspect the Service Agency's account and records related to the performance of the Service Agency, if so required by the State Nodal Cell.

**3.7. Service Agency's Actions requiring State Nodal Cell's prior Approval:** The Service Agency shall obtain the State Nodal Cell's prior approval in writing before taking any of the following actions:

**3.7.1** Any action which is likely to affect the interests of the State Nodal Cell.

**3.7.2** Any other action objectionable to the State Nodal Cell.

**3.8. Reporting Obligations:** The Service Agency shall submit to the State Nodal Cell the reports and documents required to be submitted as intimated to him in writing by the State Nodal Cell, in the numbers and within the time periods set forth.

**3.9. Documents Prepared by the Service Agency to be the Property of State Nodal Cell:** All plans, drawings, specifications, designs, reports and other documents prepared by the Service Agency in performing the Services shall become and remain the property of the State Nodal Cell, and the Service Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the State Nodal Cell, together with a detailed inventory thereof. The Service Agency may retain a copy of such documents. The Service Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the State Nodal Cell.

**3.10. Equipment and materials furnished by the State Nodal Cell:** Equipment and materials made available to the Service Agency by the State Nodal Cell, or purchased by the Service Agency with funds provided by the State Nodal Cell, shall be the property of the State Nodal Cell and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Agency shall make available to the State Nodal Cell an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the State Nodal Cell's instructions. While in possession of such equipment and materials, the Service Agency, unless otherwise instructed by the State Nodal Cell in writing, shall insure them in an amount equal to their full replacement value.

**3.11. Intellectual Property Rights:** The Service Agency shall indemnify State Nodal Cell against all

third-party claims of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from the use of the Goods/Services or any part thereof in India, the Service Agency shall act expeditiously to extinguish such claim. If the Service Agency fails to comply and State Nodal Cell is required to pay compensation to a third party resulting from such infringement, the Service Agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. State Nodal Cell will give notice to the service agency of such claim, if it is made, without delay.

**3.11.1** Application Software being used by Service Agency for providing the services shall be the responsibility of the Service Agency. All the data generated during the services will be owned by State Nodal Cell as per the stated policy of Government of Assam. Service Agency has to establish piracy prevention policy and submit the same to the State Nodal Cell. The Service Agency will subscribe to all National Laws and Bye Laws and International Conventions on Data Protection and Patient Data Confidentiality Act.

**3.11.2** The software licenses supplied by Service Agency shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the Original Equipment Manufacturer (OEM) at no additional cost to the State Nodal Cell during the entire period of contract.

#### **4. Agency Personnel:**

**4.1 General:** The Service Agency shall engage and provide services of required qualified and experienced personnel.

**4.2** If the State Nodal Cell

(i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Agency shall, at the State Nodal Cell's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the State Nodal Cell. The Agency shall bear all additional travel and other costs, or any costs arising out of or incidental to any such removal and/or replacement.

**4.3 Office:** The Service Agency shall establish the Office with adequate staff and infrastructure at Guwahati, which shall form the official address for all communication and transaction with regard to the performance of the services of the Service Agency.

**4.3 Non-Disclosure Agreement:** Every person appointed by service agency shall sign separate Non-Disclosure Agreement with the Service Agency so as to comply with reasonable security requirements as per provisions of Information Technology Act, 2000.

#### **5. Obligations of the State Nodal Cell:**

**5.1. Assistance and Exemptions:** The State Nodal Cell shall use its best efforts to ensure that the Government shall:

5.1.1 provide the Agency, and Personnel with documents as shall be necessary to enable



the Agency, or Personnel to perform the Services;

5.1.2 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.1.3 Provide to the Agency and Personnel any such other assistance as may be required from time to time.

5.2. **Access to all facilities:** The State Nodal Cell will facilitate access free of charge, to all facilities owned by State of Assam, in respect of which access is required for the performance of the Services.

5.3. **Services, Facilities and Property of the State Nodal Cell:** Though not obligatory, the State Nodal Cell shall provide all possible assistance, within his own constraints, to the Service Agency to set up the establishment in the place of providing service covered under this Agreement in the section "Scope of Work".

5.4. **Counterpart Personnel:** No counterpart personal will be made available to the Service Agency by the State Nodal Cell.

## 6. **Payments to the Agency:**

### 6.1. **Service Charges:**

6.1.1 The State Nodal Cell will pay the Service Charges to the Service Agency directly at the end of every month.

6.1.2 For Additional Services if any ordered by the State Nodal Cell in writing at rates and prices as agreed mutually.

6.2. **Currencies of Payment:** All payments by the State Nodal Cell under this Agreement will be made only in Indian Rupees.

6.3. **Mode of Billing and Payment:** Billing and payments in respect of the Services shall be made as follows:

6.3.1 As soon as practicable and not later than fifteen (15 days) after the end of each month during the period of the Services, the Agency shall submit to the State Nodal Cell, the bill for amount as specified in clause 6.1 of this document, and in duplicate, itemized report of services provided during the period.

6.3.2 The State Nodal Cell after confirming the veracity of the report submitted, and that the quality of the services provided by the Agency has been satisfactory, will make the payment to the Agency, not later than 21 (twenty one) working days from the date of submission of the bill.

6.3.1 Penalty for not executing the work or for delay in execution:

(a) If the State Nodal Cell realizes directly, or through an agency (third party) appointed by the State Nodal Cell for the purpose of evaluating the service, that the Service Agency has not completed all or any or any part of its work described in Scope of Work, during the contract period; the payment to the Service Agency shall be restricted to the amount proportionate to the quantum of work performed under that component. In addition the Service Agency shall be liable to pay a penalty equivalent

to maximum of 20% (twenty percent) of the Service charges for that component.

- (b) In case of delay of execution of work, the Agency shall be liable to pay a penalty as described in **Schedule-1** ("Penalty for delay in Execution of Work") of this document.

**6.4. Performance Security:**

**6.4.1** The Service Agency shall, for due and punctual performance of its obligations relating to the Scheme, deliver to the State Nodal Cell, within 10 days of the execution of this Agreement, a bank guarantee from a nationalized bank acceptable to the State Nodal Cell, in the form as set forth, ("Performance Security") for a sum equivalent to Rs.5.00 lakhs agreed to be paid to the Agency by the State Nodal Cell.

**6.4.2** The Performance Security shall be kept valid for the contract period and one month thereafter.

**7. Fairness and Good Faith:**

**7.1. Good Faith:** The Parties undertake to act in good faith with respect to each other's right under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

**7.2. Operation of the Agreement:** The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

**8. Settlement of Disputes:**

**8.1. Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

**8.2. Dispute Settlement:** Disputes shall be settled by arbitration in accordance with the following provisions:

**8.2.1** The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute then disputes shall be referred to the award of two arbitrators (one to be nominated by the "Service Agency" and one by "State Nodal Cell" or in case of said arbitrators not agreeing, then to the award of an Umpire to be appointed by the said arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the Agreement and the provision of the Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Agreement. The joint Arbitrators/ Umpire may from time to time with the consent of parties enlarge the time for making and publishing the award.

**8.2.2** The joint Arbitrators/ Umpire will be bound to give claim-wise detailed and

- speaking award and it should be supported by reasoning.
- 8.2.3 Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties after completion of the work.
- 8.2.4 While invoking arbitration, the Service Agency shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.
- 8.2.5 The proceedings of arbitration shall be conducted in the English language and the arbitration shall be held in Guwahati, Assam, India.
- 8.2.6 If the Agency does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the State Nodal Cell that final bill is ready for payment, the claim of the Agency shall be deemed to have been waived and absolutely barred and the State Nodal Cell shall be discharged and absolved of all liabilities under the Agreement.
- 8.3. **Arbitrator's fee:** If any fees are payable to the Arbitrator these shall be paid equally by both parties.
- 8.4. Arbitration clause shall be only applicable in case of dispute arising out of contract. The said clause shall not be applicable in the case of cybercrimes and any other type of confidentiality/security breach carried out by either Service Agency itself or its employees. Both the parties agree the jurisdiction of Adjudicating Authority, Assam State and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) shall be final in case of any cyber contraventions, security and confidentiality breaches.
9. All the terms and condition of the Bid Document of Atal Amrit Abhiyan shall be applicable under this contract.

#### ANNEXURE- i (SCOPE OF WORK)

- 1) The annual requirement of tickets to various destinations outside the State is not quantifiable at this point of time. Therefore, no definite volume of work can be guaranteed.
- 2) The agency should provide tickets at the lowest available airline fare authenticated by the airline and no other charges excluding the service charge will be paid to the agency. The cost of the excess fare amount will be deducted in case the lowest airline fare for direct flights are not taken into account. In case, if there is any deviation from the authenticated price and malpractice is found, SNC will take appropriate legal action-both civil and criminal.
- 3) The TPAs will coordinate with the Agency for the tickets and the bills will be settled by SNC within 30 days of submission of the same. The bills will be submitted along with necessary referral and treatment documents together with the Boarding Pass.
- 4) Airfare capped at Rs.30000/- per annum for 2 persons (patient and one attendant only) within the Rs.2 lakh cashless Scheme.
- 5) The patients need to be informed by TPAs and Travel Agency about the necessity of keeping the Boarding Pass. The same has to be given in writing to the patient in an information leaflet and reinforced by Arogya Mitras.

- 6) The agency should provide confirmed tickets only. Agencies should be able to provide air tickets at a very short notice (One to Three Hours) either during office hours or beyond office hours including Sundays and holidays. Agency may also be required during the contract period to deliver the tickets at the residence of the patients as per instruction. A point of contact will have to be informed with whom the TPAs and SNC can communicate.
- 7) For certain category of patients with heart disease/ burn case/ neurological disease etc, the Agency should provide confirmed tickets only from those airlines which have in flight facility /experience for carrying medical patients.
- 8) The agency will inform the traveler about the cancellation, rescheduling of flights by the airlines through phone/SMS.
- 9) In case the tickets are not delivered within time the Agency will be solely responsible for the same and no payment will be made. In that case the agency may be liable to forfeit security deposit.
- 10) The tickets will be booked for both for AAAS beneficiaries as well as for SNC's officials.
- 11) The final confirmation for booking of the tickets will be given by SNC via mail or any means of written confirmation.
- 12) The agency will extend discounts/benefits, if any, on tickets offered by the airlines to Atal Amrit Abhiyan Society, Assam.
- 13) The destinations will be Kolkata, Delhi, Chennai, Bangalore, Mumbai or any other place as initiated by the SNC from Guwahati, Tezpur, Dibrugarh, Silchar and Jorhat.

-----END OF TENDER DOCUMENT-----