

**BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/AIR TRAVEL BOOKING/ NIC-2/23-24
1.1	NIC Ref No:	2023_BHEL_31678_1
2.	Tender Type	Open Tender -Two part (e-Tender)
3.	Name of works AZQ	RATE CONTRACT FOR DOMESTIC AIR TRAVEL BOOKING FOR BHEL OFFICIALS ON OFFICIAL TOUR FOR TWO YEARS DURING 2024-26.
4.	Location of work	BANGALORE
5.	Period of contract	Twenty four months from the date of award of contract.
6.	Estimate value of Works	₹406.73 Lakh (Excluding GST)
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)
8.	Contents of Tender Document.	A] Part-I Technical Bid Pages
		ANNEX-1A (Technical Bid-Qualifying Criteria) 11
		ANNEX -1B (Scope of Work &Technical Terms and Conditions) 22
		ANNEX -1C (General Terms & Conditions of Contract) 10
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		ANNEX - A (No Deviation Certificate) 01
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		ANNEX - D (List of Consortium Banks) 01
		ANNEX- E(Integrity Pact) 04
	B] Part- II Price Bid Pages	
	ANNEX –II (Price bid)(For Reference only) 01	
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/nicgep/app
10.	Due date and time for submission of offer	08.01.2024/ 14:00 Hr.
11.	Due date and time for opening of Technical bid	08.01.2024/ 14:30 Hr.
12	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

PART-I (TECHNO COMMERCIAL BID)**INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part -II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

- BHEL reserves the right to cancel the tender at any stage without assigning any reason.
- **Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour.**

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid) Part –I (Techno commercial bid) shall contain following documents: a) EMD related documents b) Pre-qualification related documents c) Signed Tender document. The documents to be contained in Techno commercial bid are as follows: a) EMD related documents to meet EMD Criteria. b) Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria. c) Signed Tender document and duly filled and signed ANNEXUREs (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions. Part-II (Price Bid) comprises of single cover a) Price bid Cover Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.		
Sl. No	Description	Remarks
1	Check list for Part-I: Techno commercial Bid (EMD related documents)	
1.1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable)	☐ uploaded / ☐ Not uploaded
	a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favour of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening). (Details for making online payment as per ANNEXURE-C EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for financial year ending on 31st March 2023 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-B of tender document) issued for financial year ending on 31st March 2023 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.	

2	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	
2.1	Documentary evidence in support of Organization / Firm Registration as registered / licensed companies / firms / proprietors / partnerships Duly signed and sealed copy of 1) Trade License / GST registration / Auditor's letter / PAN or 2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN or 3) Partnership Deed, Notarised Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN or 4) Certificate of Incorporation / Memorandum of Association & Articles of Association	1.Applicable Document ☐ Uploaded / ☐ Not uploaded
2.2	Self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender.	1.Copy of Power of Attorney ☐ Uploaded / ☐ Not uploaded
2.3	Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Pre-qualification Criteria: Technical competency & financial soundness 1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate. 2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract	1. WO / PO / Agreement copy / Completion Certificate ☐ uploaded / ☐ Not uploaded 2.Form 26AS / TDS Certificate / Bank Statement ☐ uploaded / ☐ Not uploaded

2.4	Documentary evidence to meet Financial Soundness Criteria as per C.4 of C: Pre-qualification Criteria: Technical competency & financial soundness. Duly signed and sealed copy of 1) Income Tax Return (ITR) 2) Balance Sheet & Profit and loss Statement. (For last three consecutive years ending on 31st March 2023 (2020-21, 2021-22 and 2022-23) 3) Income Tax Registration (PAN) 4) GST Registration. 5) IATA Certificate	1.Income Tax Returns ☐ Uploaded / ☐ Not uploaded for 1year / 2 years / 3 years 2.Balance Sheet & profit and loss Statement (Audited) ☐ Uploaded / ☐ Not uploaded for 1year / 2 years / 3 years
3	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
3.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. "No Deviation Certificate "as per ANNEXURE-A in letter head. 3. Integrity Pact.	1. Duly filled and Signed "Tender Document" 2. Duly filled and Signed "No Deviation Certificate" 3. Integrity Pact. ☐ uploaded / ☐ Not uploaded
4	Rates quoted as per Price bid format available on NIC portal.	☐ Quoted as per tender format ☐ Not Quoted as per tender format.
5	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided
Bidders are kindly requested to submit their offer as follows 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. 2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.		

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
8.	Status of Firm as MSME / Start up recognized by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	

B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

B.1	Earnest Money Deposit (EMD)		
	Bidder shall submit Earnest Money Deposit (EMD)		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	EMD (Earnest Money Deposit):	₹2,00,000/-
	Details of EMD payment by Bidder	1. DD/ FDR / PAY ORDER / RTGS DETAILS: AMOUNT: ₹2,00,000.00/- INST. NO: INST. DATE: ISSUING BANK:	
		OR 2.MSME / NSIC / SSI REG. DETAILS: REG.NO: REG. DATE: REG. CATEGORY: () MICRO / () SMALL	
	Documents to be submitted		
	EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect) ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank /Consortium banks. iii) EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for financial year ending on 31st March 2023 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-B of tender document) issued for financial year ending on 31st March 2023 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME. EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.		
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

C: Pre- qualification Criteria: Technical competency & financial soundness

C.1	ORGANIZATION / FIRM REGISTRATION													
1	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company shall be registered in line with "Companies Act 2013".													
	Organization / Firm Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify) (Supporting document to be enclosed)												
	Details of Organization / Firm Registration	Registration Details :.....												
	The details of the registration Documents to be submitted are below:													
	1	<table border="1"> <tr> <td>Sole Proprietorship</td> <td>Trade License / GST registration / Auditor's letter / PAN</td> </tr> <tr> <td>Partnership</td> <td>Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN</td> </tr> <tr> <td>Unregistered Partnership</td> <td>Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN</td> </tr> <tr> <td>Private Limited Company</td> <td>Certificate of Incorporation / Memorandum of Association & Articles of Association</td> </tr> <tr> <td>Public Limited Company</td> <td>Certificate of Incorporation / Memorandum of Association & Articles of Association</td> </tr> <tr> <td>Public Sector / Govt. org.</td> <td>Certificate of Incorporation / Memorandum of Association & Articles of Association</td> </tr> </table>	Sole Proprietorship	Trade License / GST registration / Auditor's letter / PAN	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association
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	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN												
Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association													
Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association													
Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association													
2														
3														
4														
5														
6														

C.2	POWER OF ATTORNEY:		
	The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned. Documents to be submitted: A self-attested copy of the Power of Attorney, in case an individual/ authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tender.		
C.3	TECHNICAL COMPETENCY		
	Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Private company /establishment /reputed organization / institution executed after 31st March, 2016 as per following details:		
C.3.1	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	"Works related to Air Travel Booking"	Three work orders each with value of ₹81 Lakh or Two Work orders each with value of ₹102Lakh or One Work order with value of ₹162 Lakh.
	Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:.....	

	Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:.....
	Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:.....
	Documents to be submitted by bidder	
	WO / PO / Agreement Copy relevant to above mentioned work : () Enclosed / () Not Enclosed OR Performance /Completion Certificate for satisfactory execution of above mentioned work: () Enclosed / () Not Enclosed AND Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract: () Enclosed / () Not Enclosed	
C.3.2	Travel agent shall have the capability to book tickets worth ₹20 Lakhs on monthly basis.	
	Self-Declaration for the same to be provided.	

C.4	FINANCIAL SOUNDNESS		
C.4.1	The Average annual turnover for last three consecutive financial year ending on 31st March 2023 (2020-21, 2021-22 and 2022-23) shall be equal to or more than the following:		
	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE
	1	Average Annual Turn over	₹62 Lakh.
C.4.1.1	Details of Annual Turnover of Bidder for last three consecutive financial year ending on 31st March 2023 (2020-21, 2021-22 and 2022-23)		
C.4.1.2	Details of Annual Turnover for last three consecutive years ending on 31st March 2023 (2020-21, 2021-22 and 2022-23)	Financial Year	Annual Turnover (Sales)
		2020-21	₹.....Lakh
		2021-22	₹.....Lakh
		2022-23	₹.....Lakh
		Average Annual Turnover of three consecutive year	₹.....Lakh
C.4.1.3	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2023 (2020-21, 2021-22 and 2022-23) duly certified by chartered accountant with CA membership number.	Financial year	Please Tick (✓) in the appropriate box
		2020-21	☐ Enclosed / ☐ Not Enclosed
		2021-22	☐ Enclosed / ☐ Not Enclosed
		2022-23	☐ Enclosed / ☐ Not Enclosed
C.4.1.4	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2023 (2020-21, 2021-22 and 2022-23) or assessment years (2021-22, 2022-23 and 2023-24)	Assessment year	Please Tick (✓) in the appropriate box
		2021-22	☐ Enclosed / ☐ Not Enclosed
		2022-23	☐ Enclosed / ☐ Not Enclosed
		2023-24	☐ Enclosed / ☐ Not Enclosed
C.4.1.5	Permanent Account Number (PAN)		☐ Enclosed / ☐ Not Enclosed
C.4.1.6	Goods and Services Tax Registration (GST)		☐ Enclosed / ☐ Not Enclosed
C.4.1.7	Documents to be submitted		

	1. Auditor certificate indicating annual turnover for three consecutive Financial Years ending on 31st March 2023 (2020-21, 2021-22 and 2022-23) duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant. - Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2023 (2020-21, 2021-22 and 2022-23) or assessment years (2021-22, 2022-23 and 2023-24) 2. If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past. 3. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed. 4. GST registration Number: The bidder shall have GST registration, copy of GST certificate shall be enclosed		
C.4.2	IATA (INTERNATIONAL AIR TRANSPORT ASSOCIATION) Accreditation		
	Bidder shall have Valid IATA (International Air transport Association) accreditation.		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	IATA (International Air transport Association) accreditation	Valid registration
	Accreditation certificate issued by competent authority to be enclosed with offer.		
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>			

D: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions

D.1	ACCEPTANCE TO TENDER TERMS AND CONDITIONS	
	The bidder shall unconditionally accept all terms and conditions of tender.	
D.1.1	Details of documents submitted by Bidder	
	Duly filled, Signed and sealed copy of Tender document.	☐ Enclosed / ☐ Not enclosed
	Duly signed and Sealed copy of "No Deviation Certificate" as per ANNEXURE-A	☐ Enclosed / ☐ Not enclosed
	Duly signed and Sealed copy of "Integrity Pact " as per enclosed ANNEXURE-	☐ Enclosed / ☐ Not enclosed
D.2	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY**

SL	Item description	Approx. Business Volume (₹) (A)
1	Base fare for Booking, Rescheduling and Cancellation of Air Ticket (Domestic Travel) for officials of BHEL-EDN, Bengaluru, BHEL-SBD, Bengaluru, BHEL-ISG, Bengaluru for Twenty-four months during 2024-26. Approx. Business volume for BHEL-EDN, Bengaluru: ₹1,62,43,668/- Approx. Business volume for BHEL-SBD, Bengaluru: ₹83,20,000/- Approx. Business volume for BHEL-ISG, Bengaluru : ₹79,75,200/-	3,25,38,868.00
2	Provision for Taxes, like YQ, YR and other charges (As applicable) for Booking, Rescheduling and Cancellation of Air Ticket (Domestic Travel) for officials of BHEL-EDN, Bengaluru, BHEL-SBD, Bengaluru, BHEL-ISG, Bengaluru for Twenty-four months during 2024-26. Approx. Business volume for BHEL-EDN, Bengaluru: ₹40,60,917/- Approx. Business volume for BHEL-SBD, Bengaluru: ₹20,80,000/- Approx. Business volume for BHEL-ISG, Bengaluru : ₹19,93,800/-	81,34,717.00
3	% Discount on Base Fare	To be provided in Price Break up.
4	% Discount on Provision for Taxes, like YQ, YR and other charges (As applicable)	To be provided in Price Break up.

NOTE:

BIDDER SHALL QUOTE OFFER VALUE AFTER APPLYING THE DISCOUNT ON APPROX. BUSINESS VOLUME OF BASE PRICE / PROVISION FOR TAXES AS THEIR OFFER IN NIC PORTAL.

BIDDERS SHALL NOT QUOTE DISCOUNT VALUE / DISCOUNT % AS OFFER PRICE IN NIC PORTAL

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT**B.1: SCOPE OF WORK:****1.1. Booking of Airline Tickets:**

The travel agency will be required to provide Air Ticket booking services (Domestic travel) for BHEL-EDN Bengaluru Officials on all days inclusive of Sundays/Holidays and odd hours also. All the support system for scope of work described shall be established by Travel agent.

The Scope of Work shall be as per details below:

Receiving requests from Administration Department of BHEL-EDN, Bengaluru through E-mail/Fax/WhatsApp for booking/rerouting/cancellation/refunds of Air Tickets.

Booking of air tickets for domestic travel as directed by the officer authorized by BHEL and timely delivery of the tickets to the mail IDs of passenger (BHEL official) as well as to the BHEL mail ID communicated to the agency. Air tickets shall be booked at most economical rates available so as to derive maximum benefit on air travel. Air tickets are to be booked with time tolerance of 1 hour before or after the time of booking asked. Screen shot of fares shall be shared along with ticket booked.

The Travel agent shall assist in firming up the itineraries of BHEL officials for the air travel as under:

- i) Schedule & Flights as per requisition.
- ii) The most optimum alternative with marginal change in schedule/comfort.
- iii) Most economic options with suggestions on change in schedules/flights (airlines) even with significant change in schedule.

Benefits arising out of any agreement between BHEL and any Air Lines with respect to ticket booking shall be availed by the agency and passed on to BHEL.

The Travel agency shall be passing BHEL entire commission, if any, being received by them from the airlines. The Travel agency shall submit a proof of commission being paid to them by Airlines on quarterly basis. The Travel agency is required to confirm that after award of contract if any fresh commission is paid by the Airlines to Agency or increasing the existing commission due to volume of business the same shall also be passed on to BHEL in toto.

The Normal working hours shall be 09:30 Hrs. to 17:30 Hrs. The tickets should be booked within 30 minutes from the time of receipt of request from Administration. In case any request is received after 17:30 Hrs. which could not be processed on the same day, shall be processed on next working day before 10:00 Hrs.

BHEL will prefer purchase of air tickets (Domestic& International) at most economical rates available so as to derive maximum benefit in air travel.

The responsibility of showing proof that the ticket is booked at the lowest fare lies with the Travel Agency. Agency has to keep

i) Screenshot of its own or any air ticketing web portal which shall show the list of flights available and the corresponding fares for the same destination with timings +/- 30 minutes from the required flight date and time. This screen shot should be an evidence to show that the flight chosen is reasonably economical.

ii) Screenshot of the Official Airlines website with the fare indicated at the time of booking. The fare at which the ticket is being booked by the agency should not be more than this fare.

iii) Evidence for having booked the ticket within 30 min from the time of receipt of the request.

Bill submitted by the Agency will be processed, only if it is associated with the printouts of the documents as mentioned vide (i), (ii) & (iii) above.

BHEL reserves the right to extend the services of engaged Travel agency to sister units of BHEL at same rate and Terms & conditions.

1.2 Boarding Pass:

Boarding pass is to be mailed to the passenger's mail ID as well as to the BHEL mail ID communicated to the agency.

The travel agency shall be responsible and ensure booking / delivery / cancellation of domestic Air ticket to the concerned official during / after office hours, including holidays.

1.3 Alteration / Cancellation of Booked Air Ticket:

Cancellation & re-scheduling, if required, shall be made immediately but not later than 30 Minutes of the intimation to the travel agency OR as directed by the officer authorized by BHEL. The airlines cancellation charges will be payable by BHEL on actual basis based on documentary evidence. No additional amount shall be paid on account of cancellation.

C.CONTRACT PERIOD AND PLACE OF WORK:

C.1: Contract Period:

Twenty-four months from the date of award of contract.

C.3: Place of Work:

The work shall be carried out in Bengaluru for BHEL-EDN, Bengaluru, BHEL-SBD, Bengaluru and BHEL-ISG, Bengaluru.

D.PAYMENT TERMS

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ on fortnightly basis after acceptance and certification of Area in charge (BHEL Executive). **Payment shall be made within 45 days for MSE bidder / 60 days for Medium Enterprises and 90 days for Non MSE bidder of submission of bill complete in all respect.**
2. The Contractor shall submit the bill every fortnight / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance will be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
8. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)). No other forms or mode of payment is made by BHEL. If there is any delay in making payment, no interest will be paid.

E. LIQUIDATED DAMAGES (LD)/PENALTY:**1. LIQUIDATED DAMAGES (LD):**

If the contractor fails to start the work within the initial mobilization period (7 days) fixed in the tender as indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

a. Recover from the contractor, liquidated damages and not by way of penalty, a sum of 0.5% (Half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization beyond initial mobilization period of 7 days, subject to a maximum of 15 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 15 days.

2.LD / Penalty:

a) The empanelled travel agency is required to book ticket immediately on receipt of movement order /communication from the concerned BHEL travel desk representative. Such booking shall in no case be, later than six hours of receipt of movement order or 2-3 hours before departure of the flight. In the event of the failure to do so, the travel agent will be liable to pay a sum of ₹500/- per incident.

b) The empanelled travel agent must book the ticket strictly at the most economical fare available for the indicated time slot (for economical fare, the travel agent has to submit the screen shot of the lowest fare as a documentary evidence), as per the DEAL CODE of various airlines with BHEL (as provided by BHEL) unless otherwise specified in the movement order or as per written instructions (through Email, WhatsApp or SMS) given by concerned BHEL travel desk representative failing to do so shall lead to penalty of ₹500/- per incident in addition to difference between lowest cost and actual cost of the ticket booked.

c) In case, cancellation of the ticket is not made by the empanelled travel agent even after written communication (through email, WhatsApp, SMS) by the executive concerned or by the BHEL travel desk representative request such cancellation within permissible time (as per the Airline rules) for making the cancellation, no payment shall be made to empanelled travel agency for that particular ticket.

3. MAXIMUM VALUE OF LD/ PENALTY:

a) The total recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.

b) In case of any change of order value, LD / PENALTY shall be subject to a maximum of 10% of the revised order value.

C) The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL-EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Insurance Surety Bond.
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as ANNEXURE-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date.

Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case

of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.

4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.

13. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the

arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

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

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

31. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the contract is 10% of the contract value, the same shall be encashed.

In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued.

The balance scope of work shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. PREFERENCE TO MAKE IN INDIA

“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

34. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS:

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on **31st March 2023** or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on **31st March 2023** or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. *Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.*

4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

5. If the rate (s) quoted by non-MSE vendor is Lowest, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s).

a) If the MSE vendor(s) accepts the counter-offered lowest rate(s), then the MSE bidder whose offer rate(s) is lowest will be ranked L1.

b) If no MSE bidder quoting price within price band of L1+15% accepts the counter offered rate(s), NON MSE bidder will ranked L1.

6. In case splitting is proposed in tender, minimum **25 %** or minimum value proposed for a vendor (whichever is higher) will be awarded to MSE. In case no splitting is proposed in tender, 100 % work will be awarded to MSE bidder after acceptance of L1 rate by MSE bidder.

Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN-Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

6. INTEGRITY PACT (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl No:	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	Iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the /EM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

1. Name : Satya Prakash, Manager
Dept. : Common Contracts Department
Address : New Engineering Building, 2nd floor, BHEL- Electronics Division, Bengaluru-560026
Phone : 080 2699 8040
e-mail : satyaprakash@bhel.in
2. Name : Vishal Singh, SDGM
Dept. : Common Contracts Department
Address : New Engineering Building, 2nd floor, BHEL- Electronics Division, Bengaluru-560026
Phone : 080 2699 8858
e-mail : vishal.singh@bhel.in

7. Splitting of contract:

The contract shall be divided amongst L1 bidder and the bidder accepting the arrived L1 price so counter offered as proposed below:

The proposed splitting is as follows:			
Sl No:	No. of vendors accepting L1 rates	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to Vendor accepting counter offered L1 rates (As per Merit)
Case-1	1	60%	40%
Case-2	0	100%	NA
The arrived L1 price shall be counter offered to bidders in order of tender priority ie, L2, L3, ... till the counter offer is accepted. But H1 bidder will not be considered for counter offering. In case, none of the other bidders ie, L2, L3, accepts the counter offered L1 rates, BHEL reserves the right to give entire business to L1 bidder or go for re-tendering. In case Non MSE bidder is L1 and MSE vendor / vendors offer price is / are within L1+ 15 %, preference will to given to MSE vendor (As per merit amongst MSE vendors) to enable them to get minimum 25 % of awarded value subject to acceptance of L1 rate.			

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

*I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of **RATE CONTRACT FOR DOMESTIC AIR TRAVEL BOOKING FOR BHEL OFFICIALS ON OFFICIAL TOUR FOR TWO YEARS DURING 2024-26.** (Tender Ref No: **BHEL-EDN/ CCD/AIR TRAVEL BOOKING/ NIC-2/23-24 / 29.12.2023**) and accordingly we accept the same without any deviation what so ever.*

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

ANNEXURE-B**A.EMD PAYMENT WIDE SBI-E COLLECT**

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank: State Bank of India
Branch: Chandra Layout Branch, Bangalore 40
IFSC code: SBIN0004051
Account Number: 31467498356
Account type: Current Account

Annexure – C**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____
(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.
(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

ANNEXURE-D

LIST OF CONSORTIUM BANKS			
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS
1	STATE BANK OF INDIA	18	18 IDBI
2	ALLAHABAD BANK		
3	ANDHRA BANK	SL NO.	PRIVATE BANKS
4	BANK OF BARODA	19	AXIS BANK
5	CANARA BANK	20	HDFC
6	CORPORATION BANK	21	ICICI
7	CENTRAL BANK	22	THE FEDERAL BANK LIMITED
8	INDIAN BANK	23	KOTAK MAHINDRA BANK
9	INDIAN OVERSEAS BANK	24	INDUSIND BANK
10	ORIENTAL BANK OF COMMERCE	25	YES BANK
11	PUNJAB NATIONAL BANK		
12	PUNJAB & SINDH BANK	SL NO.	FOREIGN BANKS
13	SYNDICATE BANK	26	CITI BANK N.A
14	UCO BANK	27	DEUTSCHE BANK AG
15	UNION BANK OF INDIA	28	HSBC
16	UNITED BANK OF INDIA	29	STANDARD CHARTERED BANK
17	VIJAYA BANK	30	J P MORGAN

ANNEXURE-E

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for **RATE CONTRACT FOR DOMESTIC AIR TRAVEL BOOKING FOR BHEL OFFICIALS ON OFFICIAL TOUR FOR TWO YEARS DURING 2024-26. (Tender Ref No: BHEL-EDN/ CCD/AIR TRAVEL BOOKING/ NIC-2/23-24 / 29.12.2023)** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

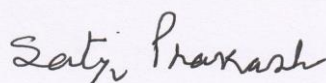
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of the agent and representative in India and Indian Bidder(s)/ Contractor (s) to disclose their foreign principle or associates. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor (s) shall not approach the courts while representing the matters to IEMs and will await their decision in the matter.

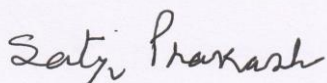
Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.



Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

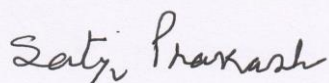
8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an interesting bidder regarding any aspects of the tender which allegedly restricts competition or bias towards some bidder. At the same time, it must be understood that IEMs are not consultant to the management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 for ensuring the desired transparency all complaints received by them and give their recommendations / views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs will tender their advice on complaints within 10 days as far as possible.



8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD. BHEL, at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible/

8.8 The CMD, BHEL shall decide the compensation to be paid to the monitor and its terms and conditions.

8.9 IEM should examine the process integrity they are not expected to concern themselves with fixing of responsibility of the officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration.

9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract of successful bidder and for all other bidder 6 months after the Contract has been awarded. Issues like warranty guarantee etc., should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

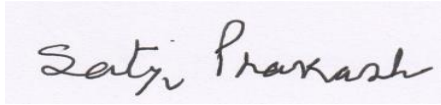
10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



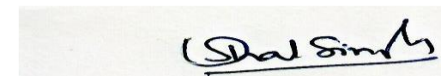
For & On behalf of the Principal

ಸತ್ಯ ಪ್ರಕಾಶ್, ವ್ಯವಸ್ಥಾಪಕರು/ಸಿ.ಸಿ.ಡಿ.
सत्य प्रकाश, प्रबंधक/सी.सी.डी.
SATYA PRAKASH, MANAGER/CCD
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Place: BHEL-EDN, Bangalore.

Date: 29.12.2023

Witness:



Vishal Singh

Sr.Deputy General Manager / CCD

BHEL-EDN, Mysuru Road, Bengaluru-560026

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place:

Date:

Witness:

Signature:

Name & Address:

ANNEXURE-II**PART-I (PRICE BID) (For Breakup of Quoted Offer Value)**

SL	Item description	Approx. Business Volume (₹) (A)	% Discount (B) (%)	Discount in ₹ (C=B%OF A)	Value after discount (₹)[D=A-C]
1	Base fare for Booking, Rescheduling and Cancellation of Air Ticket (Domestic Travel) for officials of BHEL-EDN, Bengaluru, BHEL-SBD, Bengaluru, BHEL-ISG, Bengaluru for Twenty-four months during 2024-26.	3,25,38,868.00			
2	Provision for Taxes, like YQ, YR and other charges (As applicable) for Booking, Rescheduling and Cancellation of Air Ticket (Domestic Travel) for officials of BHEL-EDN, Bengaluru, BHEL-SBD, Bengaluru, BHEL-ISG, Bengaluru for Twenty four months during 2024-26.	81,34,717.00			
Total offer Value after Discount (₹)(D)					
Goods and Services Tax (GST) @.....% (₹)(E=D*GST%)					
Total Value including Goods and Services Tax (GST) (₹)(F=D+E)					

NOTE:

BIDDER SHALL QUOTE OFFER VALUE AFTER APPLYING THE DISCOUNT ON APPROX. BUSINESS VOLUME OF BASE PRICE / PROVISION FOR TAXES AS THEIR OFFER IN NIC PORTAL.

BIDDERS SHALL NOT QUOTE DISCOUNT VALUE / DISCOUNT % AS OFFER PRICE IN NIC PORTAL

DISCOUNT % / VALUE SHALL BE PROVIDED IN BREAK UP OF QUOTED OFFER VALUE AS PER PRICE BID FORMAT