



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

To,

ENQ. REF:	PE-LPI/610
REF. DATE:	22.06.2023
DUE DATE	03.07.2023, 11 AM

Dear Madam/Sir,

Subject: Tender for Providing the Services of Air & Rail Ticketing and other Travel Related Services at BHEL, PS-PEM Office, Noida

BHEL, PS-PEM Office seeks quotation in two part from your esteemed organization to provide air & rail ticket bookings and other travel related services required at its Office located at PPEI Building, Plot no.-25, Sector 16A, Noida - 201301 for a period of one year. Due date of the opening date of the bid shall be the date of submission of offer as mentioned in the tender document. The services to be provided and the terms and conditions are mentioned in the following pages:

1	Tender No.	
2	Description	Tender for providing the services of air & rail ticketing and other travel related services at BHEL PS-PEM Office, Noida for One year.
3	Earnest Money Deposit (EMD)*	Rs. 1,92,000/- (Rupees One lakh Ninety-two thousand Only).
4	Due date & time of bid submission	03.07.2023 & 11:00 Hours (IST).
5	Bid Opening date & time	03.07.2023 & 16:00 Hours (IST)
6	Bid Validity	90 days

*EMD Exemption shall be applicable as per MSMED act.

Please submit your competitive offer for the above subject work as per the tender terms & conditions. BHEL PS-PEM will not be responsible for any delay in receipt of tender(s), sent by post / courier. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <https://bhelpe.com/>, <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Regularly visit website to keep yourself updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date & time.

Thanking you,

Enclosure:

- (i) Annexure-I to VI: Commercial Terms and Conditions
- (ii) Annexure-VIII: Price Format
- (iii) Annexure-VII: Technical PQR

Thanking You,
Yours faithfully, For and on behalf of BHEL

Akash Verma
Dy. Manager/ CMM
BHEL PS-PEM, Noida



Annexure- I

**COMMERCIAL TERMS AND
CONDITIONS**

1. BID SUBMISSION

Bids shall be submitted latest by **11 AM** on or before the due date i.e. **03/07/2023** through E proc Mode only.

Bidders shall have to visit BHEL e-Procurement website and have to upload their quotation on BHEL e-bid portal <https://eprocurebhel.co.in/nicgep/app> in line with NIT requirement by due date and time.

For uploading bids, bidders have to use their Organisation's authorized digital signature (DSC class-III/ applicable class for bidding) registered with PEM. In case the same is not registered with PEM or not available with the bidder then such bidders have to purchase the same and get it registered with PEM as the same is required to be upload the bid on BHEL e-bid portal.

Bidders to note that hard copy of the bid **is not** required to be submitted and bid is to be uploaded on BHEL e-bid portal only. In case paper bids are received from any of the bidder against e-bid, same shall be ignored.

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- Technical Specification & other scope of work
- Commercial terms and conditions, General terms and conditions
- Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- Supporting document/ information to be enclosed as per NIT.
- Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at **4 PM** on the due date **03/07/2023** through online mode.

- The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".



4. Considering the past business volume, the approximate business volume for the next one year shall be as under:

- a. Domestic air travel: 87.79 Lakhs
- b. Rail Booking: 8.21 Lakhs (408 Nos.)

The above figures are indicative for tender purposes only & do not guarantee the business volumes during the contract period of one year. This may increase or decrease depending upon the actual requirements of BHEL.

5. Scope of Work:

The travel agency will be required to provide services at BHEL-PEM, Noida Office. The travel agency will be required to provide dedicated services either remotely from backend office or by setting up of implant office at BHEL-PEM, Noida Office. However, it is desirable to have an implant office at BHEL-PEM, Noida Office, for which the working office space shall be provided by BHEL-PEM. The other facilities like telecommunication, computer / laptop with printer & internet connectivity, etc. shall be arranged by the travel agency.

6. The Scope of Work shall be as per details given below:

- a) **Booking of Airline Tickets:** Booking for domestic air tickets, including cancellation & re-scheduling, if required, shall be made immediately but not later than 6 hours of the intimation to the travel agency OR as directed by the officer authorized by BHEL-PEM and also ensuring timely delivery of the tickets directly to the individual.
- b) BHEL will prefer purchase of air tickets at the most economical fare available for the indicated time slot, as per the Deal Code of various airlines with BHEL (as provided by BHEL) unless otherwise specified in the Movement Order or as per the written instructions (through EMAIL, WHATSAPP or SMS) given by concerned BHEL Travel Desk Representative or User.
- c) **Booking of Railway Tickets:** Booking & cancellation of rail tickets for BHEL officials for their official tour shall be made immediately but not later than 6 hours of the intimation to the travel agency OR as directed by the officer authorized by BHEL-PEM and also ensuring timely delivery of tickets directly to the individual.
- d) The successful bidders shall assist in firming up the itineraries of BHEL officials for the domestic 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.

The ticket bookings will be finalized and passed on by an authorized representative of BHEL.

- e) The travel agency shall be responsible to ensure that all services are provided to BHEL during / after office hours, including holidays.



7. **Rail Reservation Charges:** BHEL expects from the travel agency to provide Railway reservation / cancellation services free of charge. However, over & above the basic fare, the service charges of IRCTC & any other charges indicated on e-ticket (by IRCTC) shall be payable by BHEL.

8. **VERIFICATION PROCESS**

BHEL before making the payment shall carry out the verification of air ticket. The verification will include the following steps.

- i) Based upon the PNR/ticket number, BHEL will retrieve the tickets indicating price online.
- ii) If the verification is not possible by point mentioned above, then concerned BHEL employee looking after travel desk will either witness the booking of ticket or will verify the correctness of ticket amount.

Before releasing the payment, concerned dealing official of Admin. department shall take web-print/ email of ticket and cross-check the same against the e-ticket received from the Travel Agency. After cross checking the e-tickets, concerned dealing official of Admin. department shall prepare the master data in excel format which become handy for reference during release of payments.

9. **TAXES & DUTIES**

- a) To enable BHEL avail GST Input tax credit, travel agency shall submit their GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d) Payment to the travel agency will be subjected to TDS, if any, as per the rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
- e) Travel Agency shall issue GST compliant invoice for entire air/rail fare including agency commission (+/-) under his GSTIN OR two separate GST compliant tax invoices i.e. one Tax invoice raised by the airlines/railways for air/rail travel services in the name of respective BHEL Unit/Region/Office and other GST compliant tax invoice in line with GST law & GST invoice rules raise by Travel Agency towards commission charges as charge by Travel Agency.



10. PENALTY CLAUSE

- a. The travel agency is required to book the ticket immediately on receipt of movement order /communication from the concerned BHEL travel desk representative. Such booking shall in no case, be later than 6 hours of receipt of movement order or 2-3 hours before scheduled departure of flight in case of priority /urgent/same day booking whichever is earlier. In the event of failure to do so, the Travel Agent will be liable to pay a sum of Rs 500/- per incident.
- b. Travel agency 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 screenshot of lowest fare as a documentary evidence), as per the Deal Code of various airlines with BHEL-PEM unless otherwise specified in the Movement Order or as per the written instructions (through EMAIL, WHATSAPP or SMS) given by concerned executive or BHEL-PEM Travel Desk Representative. Failing to do so shall lead to penalty of Rs. 500/- per incident in addition to difference between the lowest cost & actual cost of the ticket booked.
- c. In case, cancelation of the ticket is not made by the travel agency even after written communication (through EMAIL, WHATSAPP or SMS) by the Executive concerned or by the BHEL Travel Desk representative requesting such cancellation within the permissible time (as per the Airline Rules) for making the cancellation, no payment shall be made to empanelled travel agency for that particular ticket.

Further, if BHEL has provided Deal Code and agent fails to apply Deal Code without taking confirmation from BHEL and Cancellation of the flight happen, in that case penalty charges will be Rs. 500/- and cancellation charges will be paid only limited to Deal Code cancellation charges.

11. REVIEW OF CONTRACT

In the event of any unforeseen changes in the existing practices of aviation industry, subject to production of documentary evidence, (for example, IATA / Airline commission and discounts being passed on to the travel agents), BHEL reserves the right to review the contract to protect the mutual interests and take action as deemed appropriate. The decision of BHEL in this regard shall be final.

12. BHEL at any time, during execution of contract, may go with the Travel Credit Card to avail maximum benefit. Accordingly, the travel agency shall have to accept the same during execution of contract.



13. FORECLOSURE OF CONTRACT

BHEL reserves the right to foreclose the contract, in total or in parts, at its own discretion by giving ONE MONTH notice in writing. The empaneled agency shall have no claim whatsoever, in the event of foreclosure.

14. QUANTITY VARIATION

Maximum 30% of the contract value may be increased with mutual consent of both parties.

15. No revision of prices shall be entertained after bids have been opened.

16. Prices shall remain firm without any variation till completion of contract.

17. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.

18. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever.

19. Late tenders will be rejected.

20. **Unsolicited Discount:** Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

21. SUBLETING

The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

22. EVALUATION CRITERIA AND AWARD OF CONTRACT

a. BHEL shall carry out detailed evaluation of the bids to determine that the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder (s) & may load the bids for price for accepting the deviation.

b. Based upon the evaluation of Part-I bids, BHEL shall determine the techno commercially acceptable bidders. BHEL reserves the right to reject any bidder without assigning reason for the same.

c. Price bid opening shall be in respect of techno-commercially acceptable bidders only.

d. The bidders will be required to submit the following rates / charges as per the Price Bid Format:

i. **Air Tickets:** Quantum of Service Charges (positive or negative) offered by the bidder receivable / payable to BHEL in terms of % on anticipated business volume (domestic) for the contract period of one year, as per break up given in the Price Format (Annexure-VIII) shall be considered for evaluation.

Note: In case of cancellation of Air ticket, no service charges (positive or negative) shall be receivable / payable and only the payment shall be made by BHEL as per actuals on production of documentary evidence from airlines.

ii. **Rail Tickets:** Quantum of Service Charges (positive or negative) offered by the bidder receivable I payable to BHEL over the IRCTC charges in terms of unit charges on



anticipated business volume for the contract period of one years, as per break up given in the Price Format (Annexure - VIII) shall be considered for evaluation.

Note: In case of cancellation of rail ticket, no service charges (positive or negative) shall be receivable / payable and only the payment shall be made by BHEL as per actual cancellation charges levied by IRCTC.

The net impact of Service Charges (positive or negative) on air ticketing & the charges for railway services combined together shall be compared for deciding L1 bid. Most beneficial bid to BHEL shall be considered as L1 bid.

23. Submission of invoice: GST compliant invoice by the vendor shall be submitted in duplicate, to DTG Dep't. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.

24. Payment Terms: 100% payment shall be made on submission of GST complied invoice & confirmation of GST component at GST portal. The bills along with supporting vouchers (like ticket, tour approval etc.) shall be accepted on fortnightly basis.

E-Invoice to be submitted as per the extant Rules and Regulations. Payment will be released within 90 days (45 days for vendors qualified and registered as Micro or Small as per MSMED Act and 60 days for vendors qualified and registered as Medium as per MSMED Act).

25. Documents required for payment of cancellation charges of ticket shall be as follows:

- BHEL Confirmation (Documentary evidence for cancellation)
- Invoice
- Credit Note

26. Risk Purchase: Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.

Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).



27. PRICE DISCREPENCY:

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- i. Bidders should quote total price in “figures” with corresponding words in price bid format.
- ii. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly., unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- iii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iv. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (ii) and (iii) above.
- v. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.

28. LANGUAGE & CORRECTIONS:

- i. The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
- ii. Tenderer shall quote the rates in English language and Indo-Arabic numerals only. Total Price shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- iii. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasements, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

29. EARNEST MONEY DEPOSIT (EMD):

29.1 EMD of Rs 1,92,000/- (Rupees One Lakh Ninety-Two Thousand only)

The EMD may be accepted only in the following forms:

- a) Electronic Fund Transfer credited in BHEL account (before tender opening).

Bank details are as under:

Bank name: SBI

Account no.: 39922687394

IFSC code: SBIN0017313

Office Address: PPEI Building, Plot no.-25, Sector 16A, Noida - 201301 (India).



Branch: CAG II New Delhi

- b) Banker's cheque/ Pay order/Demand draft in favour of BHEL (along with offer).
- c) Fixed Deposit Receipt (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).
- d) exemption for EMD shall be applicable as per MSMED act.

29.2 No interest shall be payable by BHEL on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- iv) If operations of the contract are not commenced from the date indicated in the award of contract.

29.3 Forfeiture of EMD

- a) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender (Part 1 Bid).
- b) Refusal to enter into a contract after the award of contract.
- c) If operations of the contract are not commenced from the date indicated in the award of contract.
- d) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

29.4 EMD shall not carry any interest.

29.5 EMD of successful tenderer will be retained as part of Security Deposit.

30. SECURITY DEPOSIT:

30.1 Security Deposit of 5% of the contract value may be accepted in the following forms: -

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 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).
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- 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).

30.2 Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the



required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

30.3 The Security Deposit shall not carry any interest.

30.4 Validity of the Performance Security Deposit: will be up to three months after expiry of the contract.

31. ETHICS IN BUSINESS DEALINGS/ SUSPENSION OF BUSINESS DEALINGS:

In order to protect the commercial interests of BHEL, it becomes necessary to take action against bidders/ sellers/ suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of “Hold” or “Banning” a bidders/ sellers/ suppliers / contractor. All bidders shall adhere to the BHEL's Guidelines on suspension of business, which is available on www.bhel.com.

32. DEALING WITH BIDDERS UNDER SUSPENSION

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.in

33. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject quotation without assigning any reason whatsoever. Quotation of the party which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

34. 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 issued after issue of 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.

35. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

36. TERMINATION OF CONTRACT:

Notwithstanding anything contrary in this contract elsewhere, BHEL may at its sole discretion terminate the contract at any time, by giving a written notice, for any reason whatsoever including but not limited to any non-compliance to the terms and conditions of the contract, default, non-performance or breach of the contract by the vendor. This right of termination of BHEL shall be without prejudice to any other rights or remedies which BHEL may have against the vendor under the contract or any law.

37. **DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained.



38. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Contractor as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.
39. **VALIDITY OF OFFERS:**
The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of Part-I bid OR 60 days from the date of opening Part-II bids, whichever is later. Participation in Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.
40. **VALIDITY OF CONTRACT:**
The contract will be valid for a period of one (01) year. The same may however be extended further with mutual agreement, in writing, and on the same Rates, Terms and Conditions.
41. **DEVIATIONS:**
Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
42. **PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:**
The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by
43. The evaluation currency for this tender shall be INR.
44. **COMMITMENT BY BHEL:**
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
45. **COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:**
The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price, or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such



bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

46. SECRECY OF CONFIDENTIAL INFORMATION:

The bidder(s)/ contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

47. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation,

cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening.

48. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.



Annexure- II

49. ARBITRATION & CONCILIATION:

49.1 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme. For more details please visit BHEL website www.bhel.com

49.2 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 of 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 terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.

The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (purchaser) & Seller within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Seller for seeking consent of the Seller to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

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

Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ

The cost of arbitration shall be borne equally by the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference 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.



50. LAWS GOVERNING THE CONTRACT:

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ).

It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.

51. JURISDICTION OF COURT:

Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

52. SETTLEMENT OF DISPUTES:

38.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.

38.2 Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

38.3 Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

53. BHEL FRAUD PREVENTION POLICY:

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

54. FORCE MAJEURE:

54.1 Notwithstanding anything contained in the contract, neither the Seller nor the Buyer shall be held responsible for total or partial non-execution/non-performance of any of the contractual obligations, in case such execution/performance is impeded/prevented due to occurrence of a 'Force Majeure' event not within the reasonable control of the party affected, which materially interferes or directly affects the performance of the obligations or duties under the contract.

Force Majeure event means an event beyond the control of the parties to the contract including but not limited to war, Military operations of any nature, Act of God, earthquakes, floods, fire, quarantine restrictions, acts of public enemy, blockades, civil war, explosion, epidemics, insurgency, change in law or government policy etc.

54.2 The party claiming to be affected by such Force Majeure event shall notify/inform the other party in writing without delay within a reasonable period of the occurrence and cessation of such event specifying the Force Majeure event and its effect on performance of contractual obligations. In the event of the parties hereto not agreeing that a force majeure event has occurred, the parties shall



submit the dispute(s) for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

- 54.3 If it is agreed between the parties that a Force Majeure event has occurred and its effect continues for a period of 36 months, then either party shall be free to cancel the contract. However, if the effect of such event ceases within this period of 36 months, the performance of the obligations put on hold shall be resumed immediately.
- 54.4 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
- 54.5 If a war like situation has developed in a country where Sellers's works (of this PO) is located or there is political instability or civil war and Indian Embassy located in that country/Indian Government forbids or advises for not having any business dealings in that country/ region/zone, then BHEL reserves the right to cancel the order/Contract without incurring any liability for any kind of payment or compensation to the Seller on that account.

55. STATUTORY VARIATION:

55.1 In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly

55.2 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

- 56.** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

57. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:

- a) If the Service Provider / Agency fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Agency being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for



composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Agency (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Agency's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Agency (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Agency (Service Provider) and the Seller/Agency (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Agency (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Agency (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b) Cost of the purchases made by the Purchaser at the risk and cost of the seller/agency (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

58. The Bidder should not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

59. Package is Divisible. 25% preference will be applicable for MSE as per MSMED guideline.

60. Land Border Certificate: Applicable as per Order public procurement no. 04 dtd. 23/02/23 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.

61. Charges not Payable by BHEL: BHEL PS-PEM will not pay any service charges for the services enumerated at S.No.2 (b), 2 (d), 2 (e), of Annexure-VII. However, applicable taxes shall be payable extra for the Air (domestic / international) & Rail Services. Any statutory variation in the said taxes during the validity of the contract shall also be admissible.

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

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DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax) (Email)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Copy of PAN Card to be enclosed		
7.0	Any other information		



ACCEPTANCE LETTER / DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.

Note:

Deviations may or may not be accepted by BHEL PS-PEM.

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL PS-PEM.

Signature
With name, Designation & seal of the firm



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure – V

DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any PSU /Government Department / Financial Institution / Court.

**SIGNATURE OF FIRM WITH
SEAL**



Annexure – VI

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above-mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL PS-PEM in case of any changes in the Bank Particulars at a future date.

Thanking you,
Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:



(Annexure-VII)

**TECHNICAL-PRE-QUALIFICATION REQUIREMENTS (PQR) FOR DOMESTIC AIR/RAIL TRAVEL
TICKET BOOKING SERVICES FOR ONE YEAR IN BHEL PEM NOIDA (Rev No. 01)**

- A. The experience of having successfully completed similar Job/service during last 7 years ending on 31.05.2023 should be either of the following: -
- a) Three similar completed services costing not less than Rs. 38.40 lakhs each.
or
 - b) Two similar completed services costing not less than Rs. 48.00 lakhs each.
or
 - c) One similar completed service costing not less than Rs. 76.80 lakhs each.

“Similar Job / service” refers to “Providing Travel Service for domestic air/rail travel ticket booking services to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC”.

Annexure-VIII

Price Bid format

Price Bid format							
			Service charge (+/-)/ unit charges (+/-)		Evaluated amount		
Sl.No.	Category of Travel	Quantum of likely business for 1 year	% AGE OF SERVICE CHARGES ON BASIC FARE/ AIR FARE (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	UNIT CHARGES (Rs.) {Prefix "+" if chargeable from BHEL and "-" if payable to BHEL}	Amount chargeable from BHEL or payable to BHEL <u>in case of Air ticket</u> {Prefix "+" if chargeable from BHEL and "-" if payable to BHEL}	Amount chargeable from BHEL or payable to BHEL <u>in case of Train ticket</u> {Prefix "+" if chargeable from BHEL and "-" if payable to BHEL}	Net payable/ receivable by BHEL (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)
Unit		in Rs.	% (upto 2 decimal places)	Rs. (upto 2 decimal places)	Rs. (upto 2 decimal places)	Rs. (upto 2 decimal places)	Rs. (upto 2 decimal places)
1	2	3	4	5	6=3x4	7=(3, i.e. no. of tickets) x5	8= 6 +7
A	Air (Domestic) booking	8778583		0.00		0.00	
C	Rail booking (Normal & Tatkal)	821417 (408 no's.)	0.00		0.00		
D	NET payable (+)/ Receivable (-) by BHEL for Evaluation (Rupees):						
(Taxes applicable shall be payable extra & hence not to be included in the above prices).							
Notes:							
1. The above mentioned tentative business is indicative for tendering purpose only.							
2. Payment shall be as per actual utilization of services.							
3. The net impact of Service Charges (Positive or negative) on air travel & the charges for Railway services shall be considered for evaluation (Sl. no. D, col. 8). In case (+/-) is not indicated same will be considered as positive.							
4. Applicable GST shall be payable extra, hence not to be included in the above prices.							
We confirm that the prices quoted by us above are as per the Tender Terms & Conditions.							
(Signature of the bidder with seal)							