



Bharat Heavy Electricals Limited
Ramachandrapuram, Hyderabad – 502032

Domestic Air Ticket Booking Services

Notice Inviting Tender:

1	Tender No.	HY/C&PR/AIRTRAVEL/24-26 Enq. No. N0AXX00329
2	Description	Empanelment of Travel Agency for domestic air ticket booking
3	Tender Fee (In Rupees)	NIL
4	Release of Tender Document	22-10-2024
5	EMD	NIL
6	Due date & time of bid submission	26-10-2024, latest by 11:00 Hrs.
7	Bid Opening (Part I) Date/time	26-10-2024 at 13:30 Hrs.
8	Bid Validity	90 days from opening of Part I bid OR 60 days from opening of Part II bid, whichever is later
9	Security Deposit	NIL
10	Online source for tender documents, corrigendum & addendums	www.bhel.com www.eprocure.gov.in



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Annexure-A

Documents Required for techno-commercial qualification

All pages of tender documents, including all annexures (except Price Bid at Annexure J) duly signed & stamped by the authorized representative of the bidder, as a token of acceptance of all tender terms & conditions.

List of annexures is placed below:

Sl. No.	Annexure	Submission in (ref. Annexure C)
1	Annexure-A: Documents Required for techno-commercial qualification	PART I
2	Annexure-B: Technical Terms & Conditions / Specifications	
3	Annexure-C: Composition of bids	
4	Annexure-D: Acceptance Letter / Deviation Certificate	
5	Annexure-E: Declaration	
6	Annexure-F: Unpriced Bid	
7	Annexure-G: NEFT Format	
8	Annexure-H: Details of Agency / Bidder	
9	Annexure-I: Integrity Pact	
10	Annexure-J: Price Bid	PART II



TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS

1) BUSINESS:

Considering the past business volume, the approximate business volume for the next two years shall be as under:

- Domestic air travel: Rupees 480 Lakhs

The above figure is all-inclusive, indicative for tender purposes only & do not guarantee the business volumes during the contract period of two years. This may increase or decrease depending upon the actual requirements of BHEL.

2) SCOPE OF WORK:

i) Empaneled agency(s) will be required to provide all tendered services to BHEL Ramachandrapuram, all-round the clock (24 hrs. x 7 days a week).

ii) Detailed scope of work shall be as per details given below:

- a) Airline Tickets: Booking / cancelling / re-scheduling for domestic travel, to be arranged as soon as the direction of BHEL authorized official / approved Movement Order is received, but not later than 6 hours. Round the clock service on all days incl. holidays shall be required.
- b) The travel agency(s) has to get themselves mapped with all domestic airlines, which have a Corporate Deal with BHEL for exclusive benefits & privileges like cancellation waiver, free meal, discounts on fares, etc. For airlines with which BHEL does not have a corporate deal, it is desired that the empaneled agency(s) use their Corporate Deals to maximize the benefits to BHEL, without any financial implications to BHEL.
- c) Assisting in preparation of itineraries and also arranging / assisting in providing related services. Requirement shall be as under:
 - i. schedule & flights options as per requisition
 - ii. 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.



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- d) BHEL will prefer purchase of air tickets at most economical rates available so as to derive maximum benefit on air travel.
 - e) Ensuring timely delivery of the air tickets directly to the individual during or after office hours. Also, the agency shall arrange Boarding Pass / Web check-in for select officials, as & when required by BHEL.
 - f) Arranging excursion tickets for domestic travel on short notice, as & when required. The term 'excursion tickets' shall mean tickets booked for a group of persons, at discounted rates, considering the bulk requirement.
 - g) The ticket bookings will be finalized and communicated by authorized BHEL official(s).
 - h) The travel agency shall be responsible to ensure that all services are provided to BHEL during & after office hours, including holidays.
 - i) For each air ticket booking, the agency shall be required to furnish the copy of booking confirmation sent by authorized BHEL official, as supporting documents, for confirming the authenticity of booking.
- iii) It is desirable by BHEL that, personal tickets for officials and/or their family members may be booked by the agency(s), with corporate benefits, at no additional charge. Such requirements shall be communicated to the agency(s) by BHEL authorized official ONLY. However, the agency(s) shall share the actual tickets only when the payment for such requirement has been successfully done by the concerned BHEL official against Proforma invoice.

3) DEVIATIONS FROM TENDER TERMS & CONDITIONS:

- a) Deviation(s), if any, shall ONLY be indicated at Annexure-D in detail, mentioning the tender clause / condition not acceptable.
- b) Deviations mentioned elsewhere in the submission shall not be considered.
- c) BHEL holds the right to accept or reject bids with deviation(s) from tender terms & conditions.

4) 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.



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- 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, who may choose to be present in the bid opening as & when communicated.
- d. The bidders will be required to submit the following rates / charges as per the Price Bid Format:

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 2 years, as per break up given in the Price Bid Format (Annexure-J) 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.

e. Finalization of Award:

- i) Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order. BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.
- ii) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

5) 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.

6) VALIDITY OF CONTRACT:

The contract will be valid for a period of two (02) years. The same may however be extended further with mutual agreement, in writing, and on the same Rates, Terms and Conditions.



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7) **Bidding Process:**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA as per the aforesaid guidelines. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

8) **Provision for Self-Booking Tool:**

The empaneled agency shall provide a self- booking tool for all the employees wherein the employees can book their tickets by themselves.

9) 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.

10) PAYMENT TERMS:

- a) The bills along with supporting documents shall be accepted on fortnightly basis and the payment shall be made within 15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties Clause. No interest shall be payable for delay in making the payment.
- b) No advance shall be payable.
- c) Interest on delayed payment shall be not be applicable.

11) VERIFICATION PROCESS:

- i. BHEL may carry out the verification of air tickets, as & when required, on random selection basis also. For this, requisite support (incl. submission of documents such as screenshot of GDS platform / web portal, ticket copy, etc.) from the travel agency and airlines / railways shall be required.
- ii. For verification of cancellation charges, the agency shall be required to submit credit notes.



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12) TAXES & DUTIES:

- a) To enable BHEL to avail GST Input tax credit, empaneled travel agency shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Empaneled travel agency only after submission of GST compliant Tax invoice. The empaneled travel agency shall raise GST compliant invoice affixing GSTIN of BHEL.
- b) To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL.
- c) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-I return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- d) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has the right to take necessary steps to protect its interest at the time of release of payment.
- e) GSTIN of BHEL will be provided to the empaneled travel agency along with the work order.
- f) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- g) Payment to the empaneled travel agency will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the empaneled travel agency by BHEL.
- h) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature — CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- i) The empaneled travel agency has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
- j) The empaneled travel agency must comply to all statutory regulations applicable to this contract. Any obligations on account of above will be liability of the empaneled travel agency.

13) PENALTY CLAUSE:

- a) The empaneled travel agency must book the ticket at the earliest after receipt of the Movement Order from the concerned BHEL Travel Desk Representative but in any case, within 06 hours from the time of receipt of the Movement Order. In the event of failure to do so, the empaneled travel agency will be liable to pay a sum of Rs. 500/- per incident of delay or non-performance.



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- b) The empaneled travel agency must book the ticket strictly at the most economical fare available for the indicated time slot, as per the Corporate Deal of various airlines with BHEL (as provided by BHEL). In case the Corporate Deal is not available or not functional for a particular airline, approval to book the ticket without Corporate Deal shall be taken from the concerned BHEL Travel Desk Representative. Failure to apply the Corporate Deal (wherever applicable) shall lead to penalty of Rs.500/- per incident, in addition to the recovery of the financial equivalent of the total loss to BHEL incurred due to the non-application of Corporate Deal, on account of fare (cancellation or rescheduling), discount (as per deal), benefits & privileges (such as corporate meal, lounge access, etc.), etc. Decision of BHEL shall be binding on the empaneled travel agency.
- c) In case, cancellation of the ticket is not made by the travel agency even after written communication (through EMAIL, WHATSAPP or SMS) requesting such cancellation has been made by the Executive concerned or by the BHEL Travel Desk representative within the permissible time (as per the Airline Rules) for making the cancellation, no payment shall be made to the empaneled travel agency for that particular transaction.

14) Price Variation Clause (PVC): NOT APPLICABLE

15) Over Run Compensation (ORC): NOT APPLICABLE

16) Bonus: NOT APPLICABLE

17) **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 & binding on the empaneled travel agency(s).

18) The offers of the bidders who are on the banned list / are under suspension / engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

19) BHEL at any time, during execution of contract, may go with the Travel Credit Card to avail maximum benefit. Accordingly, the successful bidder shall have to accept the same during execution of contract. This is to clarify that the introduction of Travel Credit Card shall not have any financial implication on the empaneled agency(s).

20) 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



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rejection. All overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening.

21) 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.

22) INTEGRITY PACT (IP):

22.1 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 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.

	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

22.2 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.

22.3 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:



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No routine correspondence shall be addressed to the IEM (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:

(1) Shri B Vijaya Bhaskar, AGM (HR-EEX, Rajbhasa, C&PR)
BHEL-HPEP, RCPURAM, Hyderabad
bvbhaskar@bhel.in, • Phone: 040-2318-5010

(2) Shri K Praveen Kumar, Manager / C&PR
BHEL-HPEP, RCPURAM, Hyderabad
k.praveen@bhel.in, • Phone: 040-2318-4809

(3) Ms. Priyanka Ghosh, Manager / C&PR
BHEL-HPEP, RCPURAM, Hyderabad
priyankagh@bhel.in, • Phone: 040-2318-3298

23) The tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.

24) 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.

25) BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

26) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

27) 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.

28) 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 any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

29) Lowest prices/service charge received against Tender need not be acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL



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would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.

30) ARBITRATION:

- a) 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 writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

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 New Delhi 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.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause 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 to 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. 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 a further reference for setting aside or revision of the award to the Law secretary, Dept. Of Legal Affairs, Ministry of Law & 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



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hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

31) JURISDICTION:

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at Sangareddy, TS and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

32) BREACH OF CONTRACT AND TERMINATION: Following cases shall be considered as terms of breach of contract:

- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BI-IEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.



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- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Recovery in case of Breach of Contract

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit placing P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s).

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

- 33) The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

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.

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



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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 <http://www.bhel.com> and/or under applicable legal provisions".

The Bidder(s) 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> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 34) FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 35) 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.

- 36) 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



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process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

37) The evaluation currency for this tender shall be INR.

38) DUE DILIGENCE: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

39) POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

40) 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.



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ANNEXURE-C

COMPOSITION OF BIDS

Bidders are requested to quote in two parts as given below. However, for quotation submitted in single bid against requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.

Bidders not quoting as per BHEL Format are liable to be rejected.

Bids shall reach the office of the tender issuing authority, latest by 14:00 Hrs. on or before the due date, in two parts as given below:

Offers to be submitted in two part bid.

2.1 a) **Part A- Enquiry, Techno commercial Bid, Annexures given thereof (A to I).**

b) **Part B - Price Bid** as per format to be filled up and submitted (Annexure – J)

Part **A** and Part **B** to be kept in separate sealed covers, Part **A**/Part **B** cover to be **SUPER SCRIBED** on the envelopes along with enquiry number, due date and vendor code. These two covers are to be kept in another cover and send the same on which the enquiry number along with due date should be mentioned clearly.

2.2 Quotations should reach us by 11.00 AM hours on the tender due date. Any Offer received after 11.00 AM hours (due date) will be treated as late offer and is liable to be rejected. Tenders will be opened at 13.30 hours on the due date of opening in the presence of the tenderers present. Tender should be addressed to **Sr. DGM / (CMM-PP&CC), Vendor Complex, BHEL, Ramchandrapuram, Hyderabad –502 032**. Bids can be submitted in the tender box located at **VENDOR COMPLEX** of BHEL Hyderabad or can be send by posted mail.

On Tender due date Part-**A** (Techno commercial bid) of the offer will be opened. After scrutiny of Part- **A**, Price Bids of only techno-commercially qualified (Part-**B**), will only be opened. These tenderers will be informed separately regarding price bid opening date and time. Suppliers should be prepared to attend tender opening at short notice.

2.3 Bidders can also submit offer through email. The offer to be submitted in two parts. Technical offer to be submitted to **technicalbid_hyd@bhel.in** and price bid to be submitted to **pricebid_hyd@bhel.in**. Interchanging the information in the emails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on other e-mail ID. BHEL is no way responsible for non-receipt of offers sent through email due to server breakdown/internet failure/transmission error etc.

In case of e-mail offers, the e-mail subject should contain enquiry no, due date and suppliers name, supplier address including contact details shall be mentioned in the content of the e-mail. Without these details offer may be liable for rejection.



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2.4 BHEL reserves the right to accept or reject any or all the tenders, either in full or part thereof, at its discretion without assigning any reason thereof and without informing the tenderers.

2.5 Conditional offers if any submitted by the firms will not be acceptable.

2.6 Subcontractors should furnish clarifications if any required within seven days after the same is sought by BHEL. If clarifications / reply is not received within 7 days, it will be construed that the tenderer is not interested in the tender and it is liable for rejection

2.7 Price bid (PART- **B**) should be furnished in the specified format only. Quotation with any deviation in price bid will not be entertained.

2.8 No revision of prices will be entertained after the tender is opened.

2.9 In case discrepancy in the quoted rates in figures and words arises, Rates quoted in words shall be considered.

2.10 No correspondence shall be entertained from the Bidders after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

2.11 BHEL may negotiate the prices with L1 bidder after price bid opening.



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Annexure-D

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.

“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 (whether Techno commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



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Annexure-E

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

We also commit to adhere to the following:

1. Integrity Pact
2. BHEL Fraud Prevention Policy
3. BHEL Guidelines on Suspension of Business Dealings

Signature
(Name & Address of the Bidder with official seal)

Place:

Date:



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Annexure-F

UN – PRICED BID

The bidder shall mention 'Q' & shall not quote price here

SL. NO	CATEGORY OF TRAVELS	QUANTUM OF LIKELY BUSINESS FOR 2 YEARS	SERVICE CHARGE (+/-)	EVALUATED AMOUNT
			PERCENTAGE OF SEVICE CHARGES ON BASIC FARE /AIR FARE	AMOUNT CHARGEABLE FROM BHEL OR PAYABLE TO BHEL IN CASE OF AIR TICKET
UNIT		In Rs.	% (upto 2 decimal places)	Rs. (upto 2 decimal places)
1	2	3	4	5 = (3)x(4)
A	AIR (DOMESTIC) Booking	480 Lakhs		To be calculated by BHEL
B	NET Payable (+) / Receivable (-) by BHEL for Evaluation (A5)			To be calculated by BHEL

NOTES:

1. The intention of the un – price bid is to determine whether the bidder has provided quotations for all the line items in the price bid. Thus, the bidder should only indicate “Q” in this annexure, indicating that prices have been quoted in the price bid.

(SIGNATURE OF THE BIDDER WITH SEAL)



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Annexure-G

E-Banking Mandate Form

(To be submitted along with Part-1 Bid)

- 1 Vendor/customer / Beneficiary Name:
- 2 Vendor/customer/ Beneficiary Code:
- 3 Vendor /customer/ Beneficiary Address:
- 4 Vendor/customer/ Beneficiary e-mail id:
- 5 Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch: i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I / We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)

Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)

Signature of the Authorized Officer



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Annexure-H

DETAILS OF AGENCY/BIDDER

1	Name of the Travel Agency	
2	Name of the Authorized Representative	
3	Address for communication	
4	Telephone No. (Office) (Mobile) (Fax) (e-mail Address) (Website Address-if any)	
5	GST - Registration No.	
6	PAN	
7	IATA Registration Details	
8	List of clients	



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Annexure-I

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

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) OEMs), 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.



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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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Indian Penal Code (IPC) and Prevention of Corruption 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 agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals 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 shall await their decision in the matter.



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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 ,terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be- entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee ,whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors



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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 panel of Independent External Monitor (s) OEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants 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 and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.



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- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BI-IEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc, shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.



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10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to

settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation

For & On behalf of the Principal

(Office Seal)

On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: .

Witness:

(Name & Address)

.....

(Name & Address)

.....