

# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli 620 014, India

**ADMINISTRATION**

FAX : (0431) – 2520076

PHONE : 2577103, 2577232



**TENDER NO. BP:ADMIN:005**

**Dated: 20/05/2014**

**Due Date for submission of bids: 13.06.2014, 14.00 hours**

**Subject: Notice inviting Quotations for Empanelment of Travel Agency**

Dear Sir(s),

Quotations are invited in sealed cover with Enquiry No., Enquiry Date & Due Date, legibly super-scribed on it, for the Scope mentioned herewith as per the enclosed Terms & Conditions. The quotation should reach, along with this letter, in the office of the undersigned by 14:00 hrs. on 13.06.2014 or before the due date as mentioned above. Part-I bids shall be opened at 14.30 hrs., in our office, on the due date for submission of offers. The tender documents consist of the following:

S.No	Description / Instructions
1.	<ul style="list-style-type: none"><li>a) This document (Notice inviting Quotations)</li><li>b) Technical specifications – Part-I Bid (<b>Annexure-“A”</b>)<ul style="list-style-type: none"><li>1. Pre-qualifying Requirements for bidders</li><li>2. Scope of Work</li><li>3. Other terms and conditions</li></ul></li><li>c) Price Formats – Part-II Bid (<b>Annexure-“B”</b>) – [Un-priced bid “with quoted” to be submitted along with Part-I bid.]</li><li>d) Draft of Acceptance letter /deviation statement (<b>Annexure-“C”</b>)</li><li>e) Draft of Declaration by Bidders (<b>Annexure-“D”</b>)</li></ul>
2	<p><b>IMPORTANT INSTRUCTIONS:</b></p> <ul style="list-style-type: none"><li>1. Bidders are required to go through all the above mentioned documents before submitting the bid.</li><li>2. Offers should be submitted in Two Parts as described in Annexure-“A” &amp; “B”.</li><li>3. The prices must be <b>Quoted in the enclosed Price Format only.</b></li><li>4. The offers shall remain valid for four months from the date of opening of Part-I bid and 60 days from the date of opening of Price Bids / Forward Auction (FA).</li><li>5. Price Bids opening / Participation in FA shall be done for the technically &amp; commercially acceptable bidders based upon Part-I bid evaluation.</li><li>6. The vendor has to sign in all pages of tender document and to be submitted.</li></ul>

Quotations Part-I and Part-II shall be submitted in separate sealed envelopes and the same can be put together in one sealed envelope. Part-I offers of the parties shall be opened on the **Due Date i.e. 13.06.2014 at 14.30 PM, in our office** in the presence of authorized representatives of the parties. Due date of opening of Part-II offers shall be informed separately.

Yours faithfully,

for and on behalf of B.H.E.L.

Senior Dy. General Manager/ Administration

Bldg. No:24, BHEL, Trichy-620014

Encl: as stated.

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## **PART – I : Technical bid** **TECHNO-COMMERCIAL SPECIFICATIONS**

### **(Terms & Conditions)**

BHEL intends to empanel Travel Agencies of repute to provide travel related services for its offices located in Tiruchirappalli Unit, TAMILNADU by inviting the offers from prospective bidders in two parts. Part-I shall be Techno-commercial bid & Part-II shall be the Price Bid. Due date of the opening date of Part-I bid shall be the date of submission of offer as mentioned in the Notice inviting Quotations. Participation in FA / PBO shall be in respect of those bidders only who are techno-commercially acceptable based on the evaluation of Part-I bid. The services to be provided and the terms and conditions are mentioned below. The approximate anticipated expenditure that would be incurred by the offices located in Tiruchirappalli Unit for the period of two years will be as follows:

a) Domestic Air Travel	Rs.14.0 Crores
b) International Air Travel	Rs. 1.00 Crores
c) Rail Booking	Rs. 0.20 Crores

The above figures are only indicative and does not guarantee the business volume for the contract period of two years. This may increase or decrease depending on actual requirement.

### **PRE-QUALIFICATION REQUIREMENTS**

***The average turnover of the bidders should be Rs.2.0 Crores per annum during the past three financial years. Self attested copies of the certified balance sheets and Profit & Loss accounts(indicating CA membership No.) for any two consecutive financial years out of 2010-11, 2011-12 and 2012-13 shall be attached. The travel agent should be(i)IATA approved and (ii)registered with department of Tourism, Govt.of India.***

- 1.0. **Domestic Booking:** Both Air and Rail bookings, including if required cancellation and delivery of tickets.
  - 1.1 BHEL will prefer purchase of air tickets at most economical rates available so as to derive maximum benefit in air travel.
- 2.0 **INTERNATIONAL Booking:** Booking of international tickets including preparation of itineraries, delivery and cancellation of tickets etc.
  - 2.1 Arrange excursion tickets for international travel at short notice.
  - 2.2 The successful agency shall provide country specific suggestions to visiting officials.

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3..0 The successful parties shall assist in firming up the itineraries of BHEL officials for the international / 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 Administration Department of BHEL, Tiruchirappalli..

3.1 **The travel agency shall be responsible and ensure booking / delivery / cancellation of domestic / international air and rail tickets to the concerned official during / after office hours, including holidays.**

3.2 The space for the implant office shall be provided by BHEL free of cost. The other facilities like fax, telephone, computer, etc. shall be arranged by the travel agency.

3.3 The statutory requirements ( Minimum wages, PF, ESI etc) with respect to the manpower engaged by the successful bidder at BHEL premises shall be complied with.

4.0 Incentive Payment to BHEL:

- o The bidders may quote their incentive/discount offers in terms of % of basic fare (excluding fuel charges, Airport charges etc.) of air tickets payable by the Travel Agencies shall remain firm for the entire contract duration for availing domestic and international air travel related services in the Part-II Bid. Apart from this, the travel agencies shall be paying entire commission being received by them from the airlines. The Travel agents shall submit a proof of commission being paid to them by Airlines on quarterly basis.
- o Price-Bid Format. The rates quoted shall be firm for the entire duration of the Contract. (i.e. Two years or any extension thereof)
- o The bidders are required to confirm that in case the Air Line Operators offer any Commission/Discount, the same will be passed on to BHEL in toto

5.0 BHEL reserves the right to negotiate with H1 Bidder, if H1 rates are not acceptable as per estimated cost.

5.1 BHEL also reserves the right to negotiate with H1 rate to others for matching.

Based on the matching the contract may be split among more than one agency.

5.2 BHEL reserves the right to opt for forward auction for arriving at H-1 rates.

Based on the ranking of percentage quoted, bidders would be ranked from H-1 position in descending order. Since BHEL intends to empanel two parties counter-offer of H-1 bidder would be given to the next higher bidder in the rank, i.e. H-2

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bidder. If H2 bidder is not willing to take at H1 rates the option will be given to H3 bidder and so on. The award of contract would be given to the party that matches H-1 rates.

While H1 bidder would be allocated 60%-70% of business volume, the H2 would be allocated 30% to 40% work.

## Composition of the Bids:

### 5.3 Part-I (Techno-Commercial Bids)

The Part-I Bid shall contain all details and documents listed in Annexure-I. No price details are to be furnished in Part-I of the bid. The un-priced price bid should be submitted along with this, duly signed.

### 5.4 Part-II (Price Bid) Part II Bid shall comprise of Price Format, duly filled, as per the enclosed instructions / details.

## 6.0 EVALUATION CRITERIA AND AWARD OF CONTRACT

***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. Decision of BHEL shall be final in all respects.***

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

***BHEL reserves the right to opt for forward auction for arriving at H1 rates for awarding the contract.***

***Price bid opening / participation in Forward Auction shall be in respect of techno-commercially acceptable bidders only.***

### AA) Air Tickets

Quantum of discount offered by the bidder payable to BHEL in terms of % on basic fare for air tickets on anticipated business volume of approx. Rs. 15.00 Crores (domestic & international) for the contract period of two years, as per break up given in the Price Format. However, Service Tax, as applicable, shall be payable extra.

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## **BB) Rail Tickets**

The quantum of likely Railway Business, during the contract period of two years, shall be Rs. 0.20 Crores (approx. 1000 tickets with 200 tickets in TATKAL category). The net impact of discount on air travel shall be evaluation criteria of bids. The evaluated price shall be worked out as per the sample sheet enclosed at Annexure-B.

## **CC) Finalization of Contract:**

Based on the outcome of FA / Price Bid Opening, the bidders would be ranked from H1 position in descending order. Since BHEL intends to empanel two parties, counter-offer of H1 bidder shall be given to the next lower bidder in the rank, i.e., H2 & so on. The empanelment of second party shall be subject to matching the H-1 rates. ***In case no other bidder matches the H1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on H1 bidder.***

Efforts shall be made to allocate approx. 65% of business volume to the H-1 bidder while the H2 (second empanelled operator) would be allocated 35% of business volume. Empanelled agencies shall be required to furnish Quarterly MIR for the total volume of business handled by them, latest by 10<sup>th</sup> day of commencement of next quarter. **However, depending upon the suitability, dependability & reliability of the services, BHEL reserves the right to split the business between the parties.**

## **6.1 CONTRACT VALUE**

The contract value shall be the total of discount offered on (a) air tickets (domestic & international) the anticipated business volume for the entire contract duration. This shall be indicated in the Letter of Award to successful bidder (s). However, the actual payment under the contract shall be based on the volume of services rendered.

## **6.2 VALIDITY OF OFFERS**

The offers submitted by the parties shall be valid for a period of 4 months from the date of opening of Part-I bid and 60 days from the date of opening Part-II bid/ FA. Participation in FA / 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.

## **6.3 VALIDITY OF CONTRACT**

The contract will be valid for a period of two years including the trial period of first six months. After satisfactory performance of the initial trial period of six months the contract will be confirmed for the next 18 months. The contract period may however be extended further with mutual agreement, in writing, and on the same terms and conditions and rate of incentives/discounts.

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- 7.0 As per the guidelines of the GOI, Purchase Preference clause will be applicable for the PSU/Govt. agency.

## **TERMINATION OF CONTRACT**

In the event of unsatisfactory performance or service degradation by the service provider BHEL reserves the right to terminate the contract at its own discretion with the either / both parties by giving 3 (three) months notice in writing. Likewise, the empanelled agencies, based upon the logical reasoning, can also terminate the contract by giving at least 3 months notice in writing

- 7.1 **Profile of the Bidder Agency** to be attached with Part-I (Techno-commercial bid) shall be as per sheet attached as **Annexure-I**.

- 8.0 **BHEL reserves the right to split the business between the parties, if it decides to engage more than one party.**

- 8.1 BHEL reserves the right to terminate the contract at its own discretion with either or both parties. In case the service provider decide to terminate the business operations with BHEL they are required to give 3 months advance notice in writing with sufficient reasons. Any loss caused to BHEL as a result of the pre-mature termination of this agreement shall be borne by the service provider and the same shall be appropriated.

## **9.0 CHARGES NOT PAYABLE BY BHEL**

- 9.1 BHEL will not pay any service charges for the ancillary services to be provided by the service provider. **However, Service Tax, as applicable, 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.**

- 9.2 **Rail Reservation Charges** : BHEL expects from the empanelled travel agencies 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 shall be payable by BHEL. Service Tax on the billing amount, if applicable, shall also be payable extra.

BHEL will pay service charges for booking and cancellation of rail tickets based on the Railways Rules published in the Gazette of India No.623 dated 21<sup>st</sup> September, 1998, which reads as follows shall apply in toto – “The agent shall not charge more than Rs.25/- per passenger as service charges for securing reservation in classes other than second classes and Rs.15/- per passenger in the sleeper classes”. HENCE THE PARTIES NEED NOT INDICATE THESE CHARGES SEPARATELY IN

THE PRICE BID. However BHEL would revise the service charges consequent to revision of same by the Railway Authorities.

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- 9.3 In case the bidders want to provide the services on chargeable basis, the same can be indicated in the price bid. These charges shall be considered for bid evaluation & computation of contract value.

## 10.0 **EARNEST MONEY DEPOSIT (EMD)**

EMD of Rs. 2.00 lakh should accompany the techno-commercial bid in the form of a bank draft / pay order drawn in favour of BHEL, Tiruchirappalli payable at any **Nationalized/Scheduled** bank in Tiruchirappalli in a separate sealed envelope superscripted as “EMD” on the top.

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

The EMD shall be forfeited in case of:

- a) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- 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.

The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier.

## 11.0 **SECURITY DEPOSIT**

The EMD amount of the successful bidder/s will be converted as Security Deposit..

The Security Deposit shall not carry any interest. Any loss caused to BHEL as a result of deficiency of services, premature termination of Contract shall be apportioned from the Security Deposit.

## 12.0 **PAYMENT TERMS:**

The bills along with supporting vouchers will be submitted on fortnightly basis and the payment, inclusive of all taxes as applicable, will be made within 15 days from the date of submission of the bills, complete in all respects. **However, no interest shall be payable for delay in making the payment.**

### SERVICES REQUIRED:

- 12.1 **Passport & Visa:** Submission and processing of our applications to the Passport Office and Embassies for obtaining passports and visas including collection of documents from the respective offices, arranging interviews & arranging medical insurance, if required, and handing over to us. **No separate charges for the same**

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**shall be paid by BHEL.** However, the actual charges paid for passport, visa fees and medical insurance will be reimbursed by BHEL.

**12.2 Protocol:** Protocol services by trained staff on departure and arrival at CHENNAI/Delhi to GMs and above of BHEL while going on foreign trips and occasionally for non-BHEL high dignitaries.

BHEL will not pay any service charges for the services enumerated for Passport, Visa and Protocol.

12.3 The successful agency shall provide country specific suggestions to visiting officials.

13.0 **Ticket-Booking:** Services are required for booking of Air Tickets (both Domestic and International)/Train Tickets on all days inclusive of Sundays/Holidays and odd hours also.

Receiving requests from Administration Department through E-mail/photo/Fax for booking/rerouting/cancellation/refunds of Air Tickets/Train Tickets.

Air tickets/Train Tickets have to be arranged through Electronic Ticketing System with least fare air tickets and Confirmed Air/Rail Tickets.

E-tickets should be sent through E-mail immediately to the individual and inform the same to Administration Department for verification.

Before sending the e-mail to the individual, confirmation to be obtained from Administration Department.

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

14.0 Any other BHEL Unit across the country may engage the services of the empanelled travel agency on the same terms & conditions and rates, and the empanelled agency has to oblige.

15.0 Deviations, if any, may be enumerated in the format enclosed. BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken.

16.0 This is only an invitation to offer and there is no commitment from BHEL for award of Contract.

17.0 Over & above the discount offered in the price bid on air travel, the empanelled operator (s) shall pass on the entire commission received from the airlines as per the list furnished by them with the applicable rates of commission. Subsequently, as &



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when revised, the same shall also be furnished to BHEL during the validity of the contract.

- 17.1** Any discounts/Incentives offered by any Airline directly to BHEL will be informed to the Travel agency, who in turn will follow the said procedure to claim the same to the benefit of BHEL

- 18.0 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.

- 19.0** The offers of the bidders who are on the banned list as also the offer 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.com](http://www.bhel.com).

## **20.0 ARBITRATION**

- 20.1** In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

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 venue of arbitration shall be at Trichy.

- 20.2** In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., 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 Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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, Deptt. 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 hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

## **21.0 LAWS GOVERNING THE CONTRACT**

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The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

## **22.0 JURISDICTION OF COURT**

Courts at Tiruchirappalli 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.

## **23.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 23.1 If the Service Provider / Contractor 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/Contractor 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/Contractor (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/Contractor'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/Contractor (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/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- 23.2 Cost of the purchases made by the Purchaser at the risk and cost of the

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seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

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## ***PART-I TECHNICAL BID***

## **ANNEXURE-A**

### PROFILE OF THE BIDDER

#### 1) General Details:

- a) Name of Travel Agencies with Regn No.:
- b) Address for communication :
- c) Phone No., E-mail ID/Fax No. :
- d) Name of contact person with Phone No. & Mobile No.
- e) If branch Office, State the name and Address of Regd./Head Office with Phone NO. and E-mail ID :
- f) Name of the Contact Person at Head Office :
- g) Name of Authorized Signatory :

- 2) Audited Balance Sheet of the Company For the last three years. :
- 3) List of clients, including PSUs, if any
- 4) List of Offices in India and Abroad.
- 5) IATA Registration Certificate (attach photocopy)
- 6) Any other information that you would like to furnish.

Signature of Bidder with Seal

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## **DOCUMENTS TO BE ATTACHED WITH THE OFFER PART-I BID**

- 1) Earnest Money Deposit
- 2) Audited Balance Sheet along with Profit & Loss Statement of the Company for the last three years along with the Certificates of Satisfactory Performance from concerned clients / customers towards fulfilling pre-qualification requirements.
- 3) List of clients, including PSUs, if any.
- 4) List of Offices in India and abroad.
- 5) IATA Registration Certificate (attach photocopy). In case providing services related to foreign exchange, a copy of RBI Registration Certificate should also be provided.
- 6) Proof of registration with department of Tourism, Govt. of India.
- 7) List of airlines along with applicable rates of commission.
- 8) Format for seeking deviations.
- 9) A copy of Service Tax Registration No., VAT, as applicable and copy of the PAN card.
- 10) Declaration Sheet
- 11) Complete details of the contact person with email id and mobile number etc.
- 12) Signed Integrity pact.
- 13) Any other information that bidder may like to furnish.
- 14) Supporting documents submitted to be self-attested by the bidder.

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**Annexure-C****FORMAT FOR SEEKING DEVIATION  
(To be attached with Part-I bid)**

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS / REASONS

**NOTES:**

1. Any deviation specified elsewhere in the tender shall not be considered.
2. In case of no deviation, "NIL" is to be indicated in this format.
3. BHEL reserves the right to reject the offer without assigning any reason.

**SIGNATURE OF BIDDER WITH SEAL**

NAME:  
DESIGNATION:  
COMPANY:  
DATE:

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## **Annexure-D**

**Tender No.**

**Due Date:**

### **DECLARATION**

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

Signature

(Name & Address of the Bidder with official seal)

NAME:  
DESIGNATION:  
COMPANY:  
DATE:

Place:

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## Annexure-B

### PART II – PRICE BID

Type of Travel	Projected annual volume of Basic Fare	Commission on Basic fare offered in percentage (%) by the agency to BHEL	Discount on Basic fare offered in percentage (%) by the agency to BHEL	Amount in Lakhs	Projected annual volume of Fuel Surcharge	Commission on Fuel surcharge offered in percentage (%) by the agency to BHEL	Discount on Fuel surcharge offered in percentage (%) by the agency to BHEL	Amount in Lakhs	Net receivable by BHEL (Rs. In Lakhs)
	(A)	(B)	(C)	(D) = A( B + C)	(E) YQ TAX	(F) YQ TAX	(G) YQ TAX	H= E(F+G)	I = D+H
Domestic (Air)	Rs. 1000.00 Lakhs				Rs. 400.00 Lakhs				
International (Air)	Rs. 70.00 Lakhs				Rs. 30.00 Lakhs				

***Apart from this, the travel agencies shall be paying entire commission being received by them from the airlines. The Travel agents shall submit a proof of commission being paid to them by Airlines on quarterly basis.***

The agency is required to confirm that after award of contract if any fresh commission is paid by the Airlines to Agency or increasing the existing commission due to volume of business the same shall also be passed on to BHEL in toto.

Any discounts/incentives offered by any Airline directly to BHEL will be informed to the Travel agency, who in turn will follow the said procedure to claim the same to the benefit of BHEL.

#### Rail Reservation Charges:

For the purpose of price bid evaluation, it has been decided to consider the payment towards service charges based on the Railways Rules published in the Gazette of India No.623 dated 21<sup>st</sup> September, 1998, which reads as follows shall apply in toto- "The agent shall not charge more than Rs.25/- per passenger as service charges for securing reservation in classes other than second classes and Rs.15/- per passenger in the sleeper classes". HENCE THE PARTIES NEED NOT INDICATE THESE CHARGES SEPARATELY IN THE PRICE BID. However BHEL would revise the service charges consequent to revision of same by the Railway Authorities.

#### **SIGNATURE OF BIDDER WITH SEAL**

NAME:  
DESIGNATION:  
COMPANY:



## **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

\_\_\_\_\_  
\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 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.



### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

## **Section 8 –Independent External Monitor(s)**

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

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the



Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

## **Section 9 – Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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

## **Section 10 – Other Provisions**

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

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

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

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

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

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For & On behalf of the Principal

(Office Seal)

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For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_