



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा
Transmission Business Group, Noida

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Branch office at Transmission Business Group, 10th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301, invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent agencies for ***"Empanelment of Travel agency for booking of domestic air and train tickets of BHEL-TBG for the duration of Two (02) years on Rate Contract basis"***

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	TBG/HR/TRAVEL AGENCY/RC/TENDER/22-23
2.	Date of Issue of Tender:	15.07.2022
3.	Type of Tender:	Open Tender
4.	Tender Title:	"Empanelment of Travel agency for booking of domestic air and train tickets of BHEL-TBG for the duration of Two (02) years on Rate Contract basis"
5.	Location of BHEL-premises where work is to be carried out	Transmission Business Group, 10 th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301
6.	Last date/ time for receipt of tender:	26-07-2022 by 14.30 Hrs
7.	Date/ time of opening of (Part-I):	26-07-2022 at 15:30 Hrs
8.	Place of Submission of Tender / Bid:	Submission of technical bid through: tbsmtenderbox@bhel.in Submission of Price bid through: tbsmtender.pricebidbox@bhel.in
9.	Tender will be opened at:	BHEL TBG- HQ Noida of above mentioned address at point no. 5.
10.	Date/Time of price bid opening:	Will be intimated separately to the Techno-commercially qualified bidders in due course of time.
11.	EMD (in Rs):	Rs. 1,51,200/- Only. In favor of BHEL, Payable at New Delhi.
12.	Tender Fee	Nil
13.	Tender Value	Tentative value of services to be hired is Rs. 75,60,000/- (excluding GST)
14.	Minimum Validity of tender offer:	120 days from the due date of submission of offer.
15.	Scope of Work:	Booking of Domestic Air Tickets and Train tickets
16.	Duration of Contract:	Two Years

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Dipak Kumar Mandal)
Addl. General Manager (TBSM)

E-mail: dipak.mandal@bhel.in, Tel. No. 0120-6748134

10th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301

पंजीकृत कार्यालय: बी.एच.ई.एल. सिरी फोर्ट, नई दिल्ली 110049 -

Regd. Office : BHEL HOUSE, Siri Fort, New Delhi - 110049

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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. TENDER SUBMISSION:

- 1.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. The offers shall be submitted through the following Tender E-mail ids.
 - a) Submission of technical bid through: tbsmtenderbox@bhel.in
 - b) Submission of Price bid through: tbsmtender.pricebidbox@bhel.in
- 1.1.7. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.8. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender

or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, 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 bid.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.3. COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING:

1.4.1. Tender shall be opened at Transmission Business Group, 10th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301 on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.

1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.

1.4.4. Price Bids of techno-commercially disqualified bidders shall not be opened.

1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.5. LANGUAGE

1.5.1. The bidder shall quote the "**PERCENTAGE (%) SERVICE CHARGE/ DISCOUNT**" in English language and international numerals ONLY. The "SERVICE CHARGE/ DISCOUNT" shall be entered in figures as well as in words. "SERVICE CHARGES/ DISCOUNTS" shall be

considered up to TWO decimal points only. Digits beyond TWO decimal points will be rounded off up to two digits. No representations on this account shall be entertained.

- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (Rs) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

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

1.7. PARTICIPATION OF BIDDERS: Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

1.8. LEGAL STATUS OF THE BIDDER (Who can apply):

- 1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

- 1.9.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
 - 1.9.2. in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
 - 1.9.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 1.10.** Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning '**Q**' in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

- 1.11.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work.
 - 1.11.2. While quoting the "Service Charge/Discount", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Uttar Pradesh. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.
 - 1.11.3. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
 - 1.11.4. The bidders are advised to quote the "**Service Charges/ Discount**" in terms of percentage of total business volume as per "**Annexure-J**".
 - 1.11.5. The "**service charge/ Discount**" quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.
- 1.12. TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.
- 1.12.1. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.

1.12.2. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. %age (Percentage) Service Charge/ Discount quoted by the techno-commercially qualified bidder.

1.12.3. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

1.12.4. If the "Service Charge/ Discount" percent is not filled up in the Price-bid and is not as per the requirements of the bidding documents, the same shall be omitted from evaluation.

1.13. APPLICABLE CONTRACTUAL VARIATIONS:

1.13.1 Within the validity or any extension of contract thereof, "**Service Charge/ Discount**" shall remain **firm** (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation.

1.13.2 The individual Business volumes as mentioned in "Bill of Quantity cum Price schedule" may vary to any extent or may be deleted for which no compensation will be payable to the contractor and the rates will remain firm.

BHEL reserves the right to increase or decrease the quantum of work / services up to **20% (+20%)** at the same rates, terms & conditions of this NIT during the currency of the contract.

No compensation shall be given in case volume of business is less than 80%.

1.14. VALIDITY OF OFFER: Offers shall remain valid **for 120 days** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.15 in all respects.

1.15. EARNEST MONEY DEPOSIT (EMD):

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

1.15.1 Mode of EMD deposit:

EMD can be submitted in any one of the following modes:

i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),

- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in tender document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'BHEL' and payable at New Delhi (Along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by schedule Banks/Public Finance Institutions as defined in the companies ACT (FDR should be in the name of the contractor, a/c BHEL)
- v) In case total EMD amount is more than Rs. 2 Lakh, the amount in excess of Rs. 2 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

1.15.2 No other form of EMD remittance shall be acceptable to BHEL.

1.15.3 Forfeiture of EMD

EMD by the bidder will be forfeited as per NIT conditions, if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.

1.15.4 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.

1.15.5 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

1.15.6 EMD shall not carry any interest.

1.15.7 EMD of successful bidder shall be retained as part of Security Deposit.

1.15.8 Bidders may please note that "One Time EMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as 'One Time EMD' with BHEL are also required to submit the requisite amount of EMD.

1.15.9 MSEs shall be exempted from payment of earnest money deposit at the time of bid submission. However, there is no exemption of security deposit submission.

1.15.10 Exemption of EMD & Security Deposit is allowed for Central/ State PSUs/ Government Deptts.

1.16. SECURITY DEPOSIT:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

1.16.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5 % of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

1.16.2 Mode of Security deposit:

The security Deposit should be furnished **before start of the work** by the contractor.

"Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest".

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the vendor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Vendor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

(NOTE: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

1.16.3 Submission of Security Deposit:

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the vendor till the total amount of the required Security Deposit is collected.
- ii) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Vendor or it shall be recovered from payment/s due to the Vendor.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.

1.16.4 The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

1.16.5 The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.

- 1.16.6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

1.16.7 Conditions for acceptance of bank guarantees

Vendors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank of India	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.

- 1.16.8 **RETURN OF SECURITY DEPOSIT**: Security Deposit shall be refunded/ Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the contractual / statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

- 1.17. Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A, C BLOCK, PHASE 2, INDUSTRIAL AREA, SECTOR-62, NOIDA - 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

1.18. REJECTION OF BIDS

- 1.18.1 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL.
- 1.18.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative/internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.18.3 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.18.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.18.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.18.6 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.

- 1.18.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.19. "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL 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 commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.20. 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.
- 1.21. No bidder shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the name of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the notice of BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

1.22. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- 1.22.1 MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-E**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year (latest Audited). Date to be reckoned for determining the deemed validity will be the last date of Bid submission (Part -1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted along with offer before price bid opening.

- 1.22.2 MSEs shall be exempted from payment of earnest money deposit at the time of bid submission. However, there is no exemption of security deposit submission.**

- 1.23. RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website **www.bhel.com**. To know the implications of suspension, the bidder may see aforesaid guidelines.

- 1.23.1 Contractor's/ 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.
- 1.23.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.23.3 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.
- 1.23.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

- 1.23.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.23.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 1.24. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.25. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.26. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.27. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.28. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.29. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.30. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.31. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.32. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.33. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

- 1.33.1 The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 1.33.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 1.33.3 BHEL also reserves the right for foreclosure of the contract at its own discretion by giving 30 days' notice in writing.
- 1.34. 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.

- 1.35. **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.
- 1.36. **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.

SETTLEMENT OF DISPUTES:

- 1.37. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.38. **ARBITRATION:**

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

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 **Delhi**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

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.

- 1.38.2 **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 and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (DRC) as per Govt. of India latest Guidelines.

1.39. APPLICABLE LAWS AND JURISDICTION OF COURTS: 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 **DELHI** 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.

1.40. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.40.1 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 not so delivered or others of a similar description where stores 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.

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

1.41. 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.

- 1.42. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed at **Annexure-A**. Deviation mentioned elsewhere in the offer/tender 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.
- 1.43. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of **twenty-four months** which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.44. **BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.45. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (**WAM 10**)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of Contract.
- 1.46. **Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request/e-mail, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder's bid has been accepted.
- 1.47. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.

- 1.48. **Lisasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.49. **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.50. **Reporting:** Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.51. **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.
- 1.52. **Reverse Auction:** - Not applicable for this tender
- 1.53. **Tender shall be final through price bid opening. Bidders are requested to quote most competitive price in their price bid.**

SECTION-II**SPECIAL TERMS & CONDITIONS OF TENDER****2. SPECIAL INSTRUCTION TO BIDDERS:****2.1. BUSINESS**

Considering the past data, the approximate business volume for the next two year is estimated to be Rs. 75,60,000/- excluding GST.

The above figure is indicative for tender purpose only & does not guarantee the business volume for the contract period of 02 years. This may increase or decrease depending upon the actual requirements.

2.2. SCOPE OF WORK

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

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

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

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

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

2.3. CHARGES NOT PAYABLE BY BHEL

BHEL will not pay any service charges for the services enumerated at S.No.2.2 (b), 2.2 (d) and 2.2(e) However, applicable taxes shall be payable extra for the Air (domestic) & Rail Services. Any statutory variation in the said taxes during the validity of the contract shall also be admissible.

2.4. RAIL RESERVATION CHARGES:

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

2.5. PAYMENT TERMS:

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.

Check List:-

Following documents shall be submitted in BHEL TBG for payment:

- (i) Original GST Invoice
- (ii) Copy of movement order/ conversation / mail sent by TBG for booking of ticket
- (iii) Copy of the ticket
- (iv) In case of cancellation of ticket, credit note along with copy of the ticket and proof of refund.
- (v) Filled annexure - K in soft copy (Refer "Annexure" as mentioned at page no.39 of the Tender document)

2.6. TAXES & DUTIES:

- 2.6.1 All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- 2.6.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for the execution of the contract.
- 2.6.3 The Contractor is responsible to furnish documentary evidence towards GST Registration of the State or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 2.6.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
 - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
 - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.
- 2.6.5 The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other

reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.

2.6.6 Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.

2.6.7 TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.

2.6.8 New Taxes & duties (Introduced after tender opening date):

If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

2.7. LIQUIDATED DAMAGE/ PENALTY

2.7.1 The 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 Travel Agent will be liable to pay a sum of Rs. 500/- per incident of delay or non-performance.

2.7.2 The agent must book the ticket strictly at the most economical fare available for the indicated time slot, as per the Deal Code of various airlines with BHEL (as provided by BHEL) unless otherwise specified in the Movement Order or as per the written instructions (through EMAIL, WHATSAPP or SMS) given by concerned BHEL Travel Desk Representative or User. Failing to do so shall lead to penalty of Rs. 500/- per incident.

2.7.3 In case, cancellation of the ticket is not made by the travel agent 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/Railway Rules) for making the cancellation, no payment shall be made to the travel agency for that particular transaction.

2.8. 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.

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

SECTION-III**QUALIFYING CRITERIA FOR THE BIDDER(S)****3. PRE-QUALIFICATION REQUIREMENT (PQR)**

Sl. No.	Criteria	Description
A	Turn Over	Bidder should have a minimum average annual turnover of Rs. 11,34,000/- for last three fin. Years (2018-19, 2019-20 & 2020-21 OR 2019-20, 2020-21 & 2021-22) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns.
B	Profit	Vendor should have earned profit in at least one year during last three financial years as mentioned in A above.
C	Similar Work	<p>Vendor should have successfully executed the "Ticket booking (Train/ Air) services" During the last seven years ending on 30.06.2022 as detailed below:</p> <p>1) Three similar jobs/services with contract business volume of each not less than an amount equal to Rs. 15,12,000/- (Excluding taxes) for minimum one-year contract period</p> <p style="text-align: center;">OR</p> <p>2) Two similar jobs/services with contract business volume of each not less than an amount equal to Rs. 18,90,000/- (Excluding taxes) for minimum one-year contract period</p> <p style="text-align: center;">OR</p> <p>3) One similar job/service with contract business volume not less than an amount equal to Rs 30,24,000/- (Excluding taxes) for minimum one year contract period.</p>

Note:

- 3.1 The Bidder shall submit the Contract Agreement/Work Order/LOI, BOQ and performance/completion /execution certificate issued by customer/contractor along with technical bid in support of qualification.
- 3.2 The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
- 3.3 In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B & C mentioned above.
- 3.4 If the job is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
- 3.5 Consortium/ JV bidding is not allowed.
- 3.6 The Bidder should have his firm / himself registered with unique PAN and GST Registration Number.

- 3.7 BHEL reserves the right to:
- (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
- 3.8 BHEL shall not be responsible for any delay, loss, damage for any documents sent by post.
- 3.9 BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 3.10 Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
- 3.11 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 3.12 If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
- 3.13 All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

SECTION-IV
Annexures & Required documents

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 4 Bidder has to submit copies of appropriate business licences / registrations like **PAN, GST registration certificate** as supporting documents to meet the pre-qualifying requirement.
- 4.01 “No Deviation Certificate” i.e. **Annexure-A**.
- 4.02 “Declaration Certificate” i.e. **Annexure-B**.
- 4.03 Duly filled “Bidder's General Information” placed in **Annexure-C**.
- 4.04 Duly filled “Financial / Work Experience Details” in the enclosed format at **Annexure-D**.
- 4.05 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.22**), along with the offer (or **Annexure-E** as the case may be).
- 4.06 Performa of Bank Guarantee (In lieu of security deposit) - **Annexure-F**
- 4.07 'Letter of Authority' on the Letter Head, as per **Annexure-G**.
- 4.08 “E-Banking Mandate Form” on the Letter Head, as per **Annexure-H**.
- 4.09 **Declaration for relation in BHEL - Annexure-I** as a token of proof that they would be liable to make the payment to all the workforce as per the sheet attached and abide by all statutory / contractual norms & obligations.
- 4.10 Duly signed Un-price bid format (**Annexure-J**), by mentioning ‘Q’ in the column where quote is to be offered by the party.
- 4.11 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.9, in case an authorized representative has signed the tender.
- 4.12 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 4.13 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:
 - i. **For Partnership Firm**: Partnership Deed registered at the office of Registrar of Firms.
 - ii. **For Company**: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - iii. **For Society**: Registration certificate issued by Registrar of societies.
 - iv. **For Sole Proprietor-ship Firm**: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).

SECTION-V

PROCEDURE FOR SUBMISSION OF TENDER

5. Bidders may also submit their bids through unique common e mail ID. Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0

Procedure to submit the bid through E mail ID are as below: -

- A) The bidder may also have allowed to submit their bid /offers to the common e-mail addresses as below **(Without copy to any other e mails).** Following procedure may be followed by bidders in this regard.

A.1 Bidders have to submit their bid into two parts: - Technical Bid and Price bid in two separate folders. The folders names shall be clearly specified as technical bid & Price bid in e-mail folder.

A.2 Folders of Technical Bid and Price Bids are to be submitted separately at two different e-mail ids as per procedure mentioned below:

A.2.1 Submission of Technical Bid: -

- i) Folder containing Technical Bid shall be submitted to Common E Mail Address: **tbsmtenderbox@bhel.in.**
- ii) The subject of the e-mail for offer submission shall be clearly specified as **"Empanelment of Travel agency for booking of domestic air and train tickets of BHEL-TBG for the duration of Two (02) years on Rate Contract basis "Enquiry No: - TBG/HR/TRAVEL AGENCY/RC/TENDER/22-23, dated: 15/07/2022"**
- iii) All the works credentials relevant for meeting PQR shall be submitted in Technical bid folder.
- iv) The technical bid shall be in **Pdf or in Zip forms and the capacity of the folder should not be more than 10 MB.**
- v) If the capacity of the folder shall be more than 10 MB, the technical bid folder shall be split into like the folders **"Technical Bid- Part-1, Part-2, part -3, part4"** and shall be submitted through subsequent e mails mentioning Mail – **part-1 of total nos of mail, Mail-Part-2 of total nos of e mails**
- vi) Offers sent to any other e-mail IDs shall not considered for evaluation purpose.
- vii) Please note that Price Bid Folder is not to be submitted at E Mail id **tbsmtenderbox@bhel.in.** Price bid is to be submitted at separately as per details given below.

A.2.2 Submission of Price Bid: -

- i) Folder containing **Price Bid** shall be submitted to Common E Mail Address:
A) **tbsmtender.pricebidbox@bhel.in.**
- ii) The subject of the e-mail for offer submission shall be clearly specified as **"PRICE BID for "Empanelment of Travel agency for booking of domestic air and train tickets of BHEL-TBG for the duration of Two (02) years on Rate Contract basis "Enquiry No: - TBG/HR/TRAVEL AGENCY/RC/TENDER/22-23, dated: 15/07/2022"**

Same shall be submitted simultaneously along with the Technical bid.

- iii) The price bid shall be in **Pdf or in Zip forms and the capacity of the folder should not be more than 10 MB.**

- iv) Price bid sent to any other e-mail IDs shall not be considered for evaluation purpose.

A.2.3 Summary: -

Thus from above, bidders may clearly note that for submission of complete offer, bidders have to use below mentioned emails: -

- (a) Mail For Technical Bid on :- tbsmtenderbox@bhel.in**
(b) Mail for Price Bid on:- tbsmtender.pricebidbox@bhel.in

- A.2.4 Apart from above e mails, Bidders are requested to **"intimate the submission of their bid without attaching any tender documents"** to the e- mail **["dipak.mandal@bhel.in"](mailto:dipak.mandal@bhel.in)** . Bidders may also inform over phone to the concerned executive on the "date of opening of the tender" in this regard.

- A.2.5 In case, "the bid of any bidder was left to open / process" due to non-availability of the intimations as mentioned in point no. – A.2.4 above, BHEL shall not be responsible and their bid shall not be considered for further processing.

BHEL's decision for all the points mentioned in "A" under head **"Procedure to submit the bid through E mail ID"** shall be final in case of any disputes and is binding to the bidders.

- 1. Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) and shall be part of the Technical Bid.**

In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach to following address at before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

- 2. Tenders/Offer submitted by the bidder(s) with deviations from any terms & conditions mentioned in this tender document are likely to be rejected. BHEL decision in this regard should be final & binding on the bidder.**

**FORMAT OF NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)**

REF:

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
10TH Floor, Plot no.: - C-20, 1A/1, Joy Tower,
C Block, Phase 2, Industrial Area
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201301**

**SUB.: Tender for "Empanelment of Travel agency for booking of domestic air and train tickets of BHEL-TBG
for the duration of Two (02) years on Rate Contract basis."**

TENDER NO.: - TBG/HR/TRAVEL AGENCY/RC/TENDER/22-23

Date: 15.07.2022

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

DECLARATION CERTIFICATE

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

SUBJECT: Empanelment of Travel agency for booking of domestic air and train tickets of BHEL-TBG for the duration of Two (02) years on Rate Contract basis (Tender No. **NIT No. TBG/HR/TRAVEL AGENCY/RC/TENDER/22-23, Date 15.07.2022.**

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. *We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*
2. **I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.**
3. *We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*
5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Udyog Aadhaar Memorandum (UAM No.)/UDYAM/NSIC Certificate No.	
9	Corporate Identification Number (CIN)	
10	Name of Bidder/ Contact Person	
11	Phone No. of Bidder / Contact Person	
12	E-mail Address of Bidder / Contact Person	
13	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm

FINANCIAL DETAILS OF THE BIDDER
(To be submitted along with Part-1 Bid)

AUDITED ANNUAL TURNOVER OF LAST 3 YEARS	FINANCIAL YEAR 2019-20	FINANCIAL YEAR 2020-21	FINANCIAL YEAR 2021-22
	₹.....	₹.....	₹.....

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge
1				
2				
3				
4				
5				

*{If the space provided is insufficient, separate sheet may be attached. Additional information, if any
(Attach separate sheet, if required)}*

Signature
With name, Designation & seal of the firm

ANNEXURE - E**Certificate by Chartered Accountant on letter head**
(only for those who are submitting EM-II Certificate)

(To be submitted along with Part-1 Bid)

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd: Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. **Or** The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:**(Signature)****Name****Membership number-****Seal of Chartered Accountant**

PROFORMA OF BANK GUARANTEE
(in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____²(hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³valued at Rs.⁴ (Rupees -----
 ---)⁴(hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵(Rupees _____ only), We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date Day of
for_____ (indicate the name of the Bank)_____

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors.

a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings, Technical bid, Price Bid Opening and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

2. Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BHEL.

E-Banking Mandate Form

(To be issued on bidder's letter head and
to be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer 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 authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature
With name, Designation & seal of the firm

Enclosure: 1. Copy of Cancelled Cheque

DECLARATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Ref:

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED, TRANSMISSION BUSINESS GROUP,
10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A,
C BLOCK, PHASE 2, INDUSTRIAL AREA,
SECTOR-62, NOIDA – 201301 (U.P.)**

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No: TBG/HR/TRAVEL AGENCY/RC/TENDER/22-23, Date: 15.07.2022

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick (v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

Bill of Quantity Cum Price Schedule		
PART-A		
Sl. No	Category of Travel(Air Ticket)	Business Volume (Rs.)
A	B	C
1	Business Volume for Air ticket (Domestic) booking in Rs.(Excluding GST) for the period of 02 Years	7300000
2	Agency Service Charges/discount over total cost at Sl. No. 01 for Air ticket (Domestic) booking (in %) (Bidder has to quote in numeric as well as in words) "In case of discrepancy in Quoted % in figure and words, the minimum will be taken into account by BHEL"	Q (in %) (in numeric)(in Words)
3	Total Cost (in Rs.) for Air ticket (Domestic) booking after considering the Agency Service Charge/ Discount as mentioned at Sl. No. 2 (in Numeric)- Excluding GST
4	Total Cost (in Rs.) after considering the Agency Service Charge/ Discount for Air ticket (Domestic) booking as mentioned at Sl. No. 3 (in Words) :- Excluding GST	
PART-B		
Sl. No	Category of Travel(Rail Ticket)	Business Volume (Rs.)
A	B	C
5	Business Volume for Rail Ticket booking (Normal & Tatkal) in Rs.(Excluding GST) for the period of 02 Years	260000
6	Agency Service Charges/discount over total cost at Sl. No. 05 for Rail Ticket booking (Normal & Tatkal) (in %) (Bidder has to quote in numeric as well as in words) "In case of discrepancy in Quoted % in figure and words, the minimum will be taken into account by BHEL"	Q (in %) (in numeric)(in Words)
7	Total Cost (in Rs.) after considering the Agency Service Charge/ Discount for Rail Ticket booking (Normal & Tatkal) as mentioned at Sl. No. 6 (in Numeric)- Excluding GST
8	Total Cost (in Rs.) after considering the Agency Service Charge/ Discount for Rail Ticket booking (Normal & Tatkal) as mentioned at Sl. No. 7 (in Words) :- Excluding GST	
PART-C		
9	Total Cost (in Rs.) for Air (Domestic) ticket booking -PART-A (in Numeric)- Excluding GST (C3)	
10	Total Cost (in Rs.) for Rail Ticket booking (Normal & Tatkal)- PART-B (in Numeric)- Excluding GST (C7)	
11	Total Cost (in Rs.) (PART-A + PART-B)(C9+C10) (in Numeric)- Excluding GST	
12	Total Cost (in Rs.) (PART-A + PART-B) (C9+C10) (In Words):- Excluding GST	
Note:- 1) Agency service charges to be quoted by the bidder in % (above/ below/ at par) as mentioned in Sl. No. 02 & 06 of Part-A and Part-B (up to two decimal points) and same shall be applicable uniformly over Sl. No. 03 & 07 of Part-A and Part-B. Service Charge/ Discount quoted beyond second decimal will be rounded off up to two digit. Sl. No. 04 & 08 shall be filled by bidder accordingly in Part-A and Part-B.		

- 2) The bidder's evaluation shall be done on total Quoted Price mentioned at Sl. No. 11 & 12 of Part-C.
- 3) For Air Tickets, Percentage Service Charge /Percentage Discount to be provided on Base Fare of The Ticket during the execution of contract.
- 4) For Rail Tickets (Normal & Tatkal), Percentage Service Charge /Percentage Discount to be provided on Total Fare (Excluding GST) Of The Ticket during the execution of contract.
- 5) Conditional Price bid or price bid with any deviation /clarifications etc. are liable to be rejected. No Cutting/overwriting is allowed.
- 6) The price-bid shall be read in conjunction with other sections with this Biding document.
- 7) The bidder is deemed to have studied the details of services to be provided and also various conditions of tender.
- 8) Quoted %age shall be considered by BHEL only if quoted in this format and same will be considered for evaluation. If Price is quoted in any other format other than the above mentioned format, same is liable to be rejected.

Bidders Declarations: -

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities etc., and undertake to fulfill its entire requirement under the quoted rates.

Signature
With name, Designation & seal of the firm

Format for Air Invoices:

Sl. No.	Invoice No.	Unit Name	Employee Staff No.	Tour/ Movement Reference No.	Passenger Name	Ticket No.	Ticket Booking Date	Date Of Travel	Sector Detail	Carrier	Flight Number	Basic Fare	K3/ GST	Other Taxes	Cancellation Charges	Total Invoice Amount
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Format for Rail Invoices:

Sl. No.	Invoice No.	Unit Name	Employee Staff No.	Tour/ Movement Reference No.	Passenger Name	PNR No.	Ticket Booking Date	Date Of Travel	Sector Detail	Train Name	Train Number	Basic Fare	GST	Other Charges	Cancellation Charges	Total Invoice Amount
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