



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / Human Resources Management

ID/ HRM/ A041/ Air-Rail Tickets-ENQ

28th June 2023

**Sub: Limited Tender for providing air & train ticketing and other travel related services at BHEL
Lodhi Road Office, New Delhi.**

BHEL Office seeks offers to provide air and rail ticket bookings and other travel related services required at its office located at BHEL, Lodhi Road, New Delhi – 110003, for a period of two years by inviting bids from the following 03 Government Authorized agencies, in two-part bid:

1. Ashok Travels& Tours
2. Balmer Lawrie & Company Limited
3. Indian Railways Catering & Tourism Corporation Limited

Note: Only bids submitted by the above listed parties shall be accepted

Date of opening of the technical bid shall be the due date of submission of offer as mentioned in the tender document. The services to be provided and the terms and conditions are mentioned in the following pages.


Name of Services	:	Limited tender for the services of air & rail ticketing and Other travel related services
NIT No. and date	:	ID/ HRM/ A041/ Air-Rail Tickets-ENQ dated 28.06.2023
Last Date & Time for Submission of Tender	:	14 July 2023 up to 15:00 Hrs
Date & Time of Opening	:	14 July 2023 at 15:30 Hrs
Tender Cost	:	Nil
Earnest Money Deposit	:	Nil
Bid Validity	:	90 days

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

Thanking you.

For & on behalf of
Bharat Heavy Electricals Ltd.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).


28/06/2023
अंकुर खुराना / ANKUR KHURANA
अभियंता (प्रशासन) / Engineer (Admin)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स, लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003



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TERMS & CONDITIONS OF THE CONTRACT

1) BUSINESS

Considering the past data, the approximate business volume for the next two years is estimated to be approx. Rs. 2.46 Crores plus applicable taxes.

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

2) SCOPE OF WORK

The travel agency will be required to provide air and rail ticket booking services for BHEL, Lodhi Road office, for Pan-India travel. The travel agency will be required to provide services at all times on all days of the week.

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) The successful bidder 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.
 - iv) Provide boarding passes to the travelers

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

- d) **Protocol Services:** Protocol services by trained staff on departure and arrival at Delhi to the senior officials of BHEL while going on official tours and occasionally for non-BHEL



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high dignitaries, shall also be provided by the travel agency as required by BHEL. This service shall be required in rare cases and has to be free of charge.

- e) **Excess Baggage:** If, during the ticket booking, the traveler informs about excess baggage, the travel agency shall be required to book accordingly for the excess baggage. However, charges for excess baggage shall be payable extra by BHEL based on actual requirements.
- f) **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. The ticket cost has to be inclusive of insurance charges applicable per passenger.

In case, rail ticket is to be booked through tatkal mode, the time limit of 6 hours shall not be applicable.

- g) The travel agency shall be responsible to ensure that all services are provided to BHEL during / after office hours, including holidays.
- h) Monthly/ fortnightly information report (in Microsoft Excel) of all the ticket booking/ modification/ cancellation requests received is to be submitted to the officer authorised by BHEL.

3) **VALIDITY OF OFFERS**

The offers submitted by the travel agency shall be valid for a period of 90 days from the date of opening of bid. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.

4) **EVALUATION CRITERIA**

Price Bids of only the technically qualified bidders shall be opened on a later date. Evaluation of Price Bid shall be done on the basis of **Total Evaluated Cost** as indicated in Price Bid (Annexure G).

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

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

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 considered as numeral zero.

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5) **VALIDITY OF CONTRACT**

The contract will be valid for a period of TWO years from the date of award of work. The same may, however, be extended further with mutual agreement, in writing, and on the same Rates / Service Charges, Terms and Conditions.

6) **TERMINATION & FORECLOSURE OF CONTRACT:**

BHEL reserves the right to terminate or foreclose the contract at its own discretion by giving 30 days' notice in writing.

7) **PAYMENT TERMS**

The GST compliant 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 compliant 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.

8) **BONUS CLAUSE** : There is no bonus in this contract.

9) **ORC CLAUSE** : There is no Overrun Compensation (ORC) in this contract.

10) **VERIFICATION PROCESS**

BHEL may verify fare of air / rail tickets, as and when required, on random selection basis. For this, requisite support from the travel agency and airlines / railways shall be required.

11) **TAXES & DUTIES**

- To enable BHEL avail GST Input tax credit, travel agency shall submit their GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law. While submitting tax invoices, the travel agency also has to submit a report of deposit of GST pertaining to tax invoices generated during the preceding months in the prescribed format as per Annexure H.
- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case, GST input tax credit for an invoice does not reflect in BHEL's account on GST portal within 02 months from the date of generation of invoice, BHEL shall deduct the GST amount of respective invoice from the current invoice.
- Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.



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- d) Payment to the travel agency will be subjected to TDS, if any, as per the rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

12) VARIATION

a. PRICE VARIATION

The percentage service charge/ discount for air and train tickets shall remain firm during the contract period.

b. QUANTITY VARIATION

The quantum of tickets mentioned in the tender are indicative only and can vary up to any extent as per actual requirement.

The total contract price on account of quantity variation can vary from +/- 30% of the cumulative awarded value. Further, there shall be no compensation for any reduction in the overall contract price.

13) DISCREPANCY / CANCELLATION CLAUSE

- a) If a discrepancy is found in the air / train ticket such as wrong flight no., destination, traveler's name etc., owing to travel agent's mistake, the cancellation / rescheduling/ correction charges have to be borne by the travel agent.
- b) In case, cancellation of the ticket is not done 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 Rules) for making the cancellation, no payment shall be made to the travel agency for that particular transaction.

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

- 15) No deviation from the terms and conditions of the tender are acceptable. The bidder has to submit "Acceptance/ No Deviation certificate" on bidder's official letterhead as per the format enclosed at Annexure 'C'.

16) REVIEW OF CONTRACT



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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.

- 17) **LD/Penalty Clause:** The empaneled agency must book the tickets at the earliest 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. In the event of failure to do so, the Travel Agent will be liable to pay a sum of Rs. 250/- per incident of delay.

18) **ARBITRATION**

a) 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.

b) 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 (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

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19) **FORCE MAJEURE:** A force majeure (FM) means extra ordinary events or circumstances beyond human control such as an event described as an Act of God (like natural calamity) or events such as war, strike, riots, crimes, pandemic (but not including negligence or wrong doing, predictable / seasonal rain and any other events specifically excluded in the clause). An FM clause frees both the parties from contractual liabilities 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 can't be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation 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 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.

20) **LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

21) **JURISDICTION OF COURT:** Courts at Delhi/New Delhi shall have GST jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

22) **DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract 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 / provide services 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 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 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



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manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the 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 Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.

- b) Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

23) RIGHTS OF BHEL

- a. In case of any conflict regarding Scope of work/PQR/Evaluation Criteria/Tender terms and conditions, the decision of BHEL shall be final and binding.
- b. BHEL reserves to itself the following rights without entitling the contractor for any compensation.
- c. To withdraw any portion of service and/or to increase or decrease the quantum of service at any stage during the tenure of the contract.
- d. To terminate the contract or get any part of the service/job done through other agency/ BHEL arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of :-
 - i. Continued poor performance of the contractor/ assigned workforce.
 - ii. Withdrawal of workforce from the site/guest house without BHEL permission
 - iii. Corrupt or illegal or unlawful act of the contractor/ assigned workforce.
 - iv. Persistent disregard of the instructions of BHEL.
 - v. Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - vi. Fails to provide workforce as per BHEL requirement.
 - vii. Non-payment to workforce for three consecutive months.
 - viii. Non-fulfilment of any statutory compliance/ contractual obligations.
- e. To meet the expenses including BHEL overheads on the differential cost (i.e Risk & cost amount) at 10%, over and above the Liquidated damages/ penalties arising out of "Risk & Cost" as explained above under Sl. No. 21 C., BHEL shall recover the amount from any money due from contractor, or from any money due to the contractor including Security Deposit under this contract or any other contract of BHEL or by any other means or any combination thereof.

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- f. To recover any moneys due from the contractor, from any money due to the contractor under this or any other contract or from the Security Deposit.
- g. No idle charges will be payable by BHEL in any case.

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Annexure-B

COMPOSITION OF BIDS

It is the responsibility of bidders to ensure that Bids are dropped in Tender Box only located at Reception, BHEL, Lodhi Road latest by 15:00 Hrs on 14 July 2023 on or before the due date, comprising of:

A. **Technical Bid:** The following documents must be provided with the technical bid:

- 1) Complete tender document, duly filed, signed & stamped by an authorized representative of the agency, as a token of acceptance of all tender terms & conditions.
- 2) Unpriced Bid, i.e. cancelled price bid format without rates, duly signed and stamped by an authorized representative of the agency without any conditions.
- 3) Copy of PAN Card & GST Registration Certificate duly signed and stamped by the authorized representative of the agency.
- 4) IATA Registration Certificate.
- 5) Notarised Power of Attorney certificate for Authorised Signatory of bidding organisation
- 6) Copy of cancelled cheque of the bidder

B. **Price Bid:**

Price Bid format duly filled, signed and stamped by authorised signatory of the bidder.

Note: All documents submitted against this tender shall be duly signed & stamped by an authorized representative of the agency.

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as "offer for providing air & train ticketing and other travel related services at BHEL Lodhi Road Office, New Delhi" followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender "Part-I: Technical Bid" and "Part-II: Price Bid" respectively. Both the sealed envelopes are to be super-scribed with "Part-I" or "Part-II" whichever is applicable, tender reference and details of the bidder.

The complete bids in all respects shall be addressed to the following official and reach latest by 1500 hours on 14 July 2023:

**Ankur Khurana
Engineer (Administration)
Bharat Heavy Electricals Limited – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi-110003**



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Annexure-C

ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

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

Or

We hereby accept all terms and conditions of the above tender and deviations, if any, mentioned anywhere in our bid may be treated as null and void by BHEL.

Signature:

Name:

Designation:

Company Seal:

Date:



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Annexure-D

DECLARATION

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

Signature:

Name:

Designation:

Company Seal:

Date:

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Annexure-E

RTGS / NEFT Format

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

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

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

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:

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Annexure-F

DETAILS OF AGENCY

1	Name of the Travel Agency	
2	Name of the Authorized Representative	
3	Address for communication	
4	Telephone No. (Office) (Mobile) (Fax) (email Address) (Website Address-if any)	
5	Date / year of commencement of Business	
6	GST - Registration No.	
7	IATA Registration Number	
8	24 X 7 Helpdesk Number (for booking/ modification/ cancellation requests beyond office hours and/ or on holidays)	
9	Any other information	

Signature:

Name:

Designation:

Company Seal:

Date:

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Annexure-G									
PRICE BID FORMAT									
BHEL Tender No. ID/HRM/A041/Air-Rail Ticket-ENQ/2023									
Sl. No.	Category of Service	Quantum of likely Business Air Fare (Rs.)/No. of Train Tickets.	Service Charge/ Discount		Evaluated Amount			Remarks	
			Service Charge (% for Air Ticket & in Rs. For train Ticket)	Discount (% for Air Ticket & in Rs. For train Ticket)	Total Evaluated Amount of Air/Train Tickets with Service Charge	Total Evaluated Amount of Air/Train Tickets with Discount	Net Payable by BHEL		
1	2	3	4	5	6=3x4	7=3x5	8 =(6+7)	9	
A.	Air (Domestic) Booking	Rs. 23600000%%				Either Service Charge (In Column 4) or Discount (In Column 5) in % of Basic Fare/Air Fare only shall be quoted for Air Tickets	
B.	Train Booking (Normal & Tatkal)	Rs. 10 Lakhs / 500 Tickets	Rs..... (For Each Ticket)	Rs..... (For Each Ticket)				Either Service Charge (In Column 4) or Discount (In Column 5) in Rs. Per ticket only shall be quoted for Train Tickets	
C.	Net Payable by BHEL								
Taxes applicable shall be payable extra & hence not included in the above prices									
1. Quantum of business is indicative for this tender only for the purpose of bid evaluation									
2. Total impact of net Payable shall be considered for evaluation (Sl. No. C)									
We confirm that the prices quoted by us above are as per the tender terms and conditions									

Signature:

Name:

Designation:

Company Seal:

Date:

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).



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Annexure-H

DECLARATION OF FILING OF GST RETURN

Declaration Month: Month / Year

Preceding Month	Month / Year	GSTR-1 Filing Date	Amount pertaining to invoices of BHEL, Lodhi Road
Preceding Month 1			
Preceding Month 2			
Preceding Month 3			

Signature:

Name:

Designation:

Company Seal:

Date:

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