



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

**TENDER NO.: AA:GAX:17:TA:101**

**Dated: 06/07/2017**

**Subject: Tender for Empanelment of Travel Agency**

BHEL intends to empanel Travel Agencies of repute to provide travel related services for its offices located across India (refer Annexure D) by inviting the offers from prospective bidders in two parts. Part-I shall be Techno-commercial bid & Part-II shall be the Price Bid. Due date of the opening date of Part-I bid shall be the date of submission of offer as mentioned in the tender document. Participation in Price Bid Opening (PBO) shall be in respect of those bidders only who are techno-commercially acceptable based on the evaluation of Part-I bid. The services to be provided and the terms and conditions are mentioned below.

**Table 1**

1	Tender No.	AA:GAX:15:TA:101
2	Description	Empanelment of Travel Agencies
3	Tender Fee (In Rupees)	NIL
4	Release of Tender Document	06/07/2017
5	EMD	Rs. 5 lakhs (Five Lacs Rupees)
6	Pre-Bid Meeting	12/07/2017 / 15:00 hrs at BHEL House, Siri Fort, Delhi-110049
7	Bid Submission Date/time	<b>17/07/2017 / 10:30 hrs</b>
8	Bid Opening (Part I) Date/time	<b>17/07/2017 / 11:00 hrs</b>
9	Bid Validity	90 days from opening of Part I bid 60 days from opening of Part II bid
10	Security Deposit/Performance Bank Guarantee	EMD of Rs. 5 lakhs shall be converted into Security Deposit in case of successful bidders.

Varun Bhaskar



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
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(Annexure-A)

**PRE-QUALIFICATION REQUIREMENTS**

- A. The bidder should have PAN (Permanent Account number) and GST Registration No.
- B. The bidder's average annual financial turnover during the last three financial years ending 31st March'16 should be at least Rs. 772.50 lakhs.
- C. The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 30.06.2017 should be either of the following: -
- a) The bidder should have executed (or billed in case of currently executing order) three similar jobs / services with value not less than Rs. 1030.00 lakhs each.
- or**
- b) The bidder should have executed (or billed in case of currently executing order) two similar jobs / services with value not less than Rs. 1287.50 lakhs each.
- or**
- c) The bidder should have executed (or billed in case of currently executing order) one similar job / service with value not less than Rs. 2060.00 lakhs.

"Similar Job / service" refers to "Providing Travel Service to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC".

*M. Anil Bhaskar*



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Bharat Heavy Electricals Limited

(Annexure-B)

**TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS**

**1) Earnest Money Deposit (EMD)**

- Each bidder has to deposit EMD of Rs. 5,00, 000/- (Rupees Five Lacs only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation
- Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.
- EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
- Tender without requisite EMD will not be considered for further evaluation.

**No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:

- Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- Refusal to enter into a contract after the award of contract.
- If operations of the contract are not commenced from the date indicated in the award of contract.

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

Bidder having valid NSIC registration certificates is exempted from EMD as per govt. rules. Central/State PSUs shall also be exempted from EMD.

**2) BUSINESS**

Considering the business volume of last two years & the anticipated growth, the approximate business volume for the next two years in respect of the BHEL offices located across India shall be as under:

**Estimated Business Volume for two years.**

a)	Domestic air travel	Rs. 33.50 crores
b)	International air travel	Rs. 5.00 crores
c)	Rail Booking	Rs. 13.50 crores
	Total likely business	Rs. 52.00 crores (for two years) --- Annual Rs. 26.00 crores.

The above figures (Rs. 52.00 crores) are indicative for tender purposes only & does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon the actual requirements.

*of Anish Bhaskar*



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

3) **SCOPE OF WORK**

The travel agency (3 no.) will be required to provide services at BHEL offices located across India as mentioned at Annexure D. Out of these BHEL offices, the successful bidders also have to provide implant offices which is also indicated at Annexure D. For BHEL offices other than implant office, successful bidder can book the tickets from their respective backend office.

The working office space for the implant office 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 / international, including cancellation & re-scheduling, if required, shall be made immediately but not later than 12 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. For international tickets, Travel Agency shall also assist in preparation of itineraries and also arrange / assist in providing related services.
- b) BHEL will prefer purchase of air tickets at most economical rates available so as to derive maximum benefit on air travel.
- 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 12 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) Arrange excursion tickets for international travel at short notice.
- e) The successful bidders shall assist in firming up the itineraries of BHEL officials for the international / domestic air travel as under:
  - i) Schedule & Flights as per requisition.
  - ii) The most optimum alternative with marginal change in schedule/comfort.
  - iii) Most economic options with suggestions on change in schedules/flights (airlines) even with significant change in schedule.

The ticket bookings will be finalized and passed on by respective Administration Department of the Unit.

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



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

- g) **Passport & Visa:** Submission and processing of our applications to the Passport Office and Embassies for obtaining passports and visas including collection of documents from the respective offices, arranging interviews & arranging medical insurance, if required, and handing over to us. No separate charges for the same shall be paid by BHEL. However, the actual charges paid for passport, visa fees, medical insurance, postal charges (if any) will be reimbursed by BHEL.
- h) **Protocol:** Protocol services by trained staff on departure and arrival at Delhi to the senior officials of BHEL while going on foreign trips and occasionally for non-BHEL high dignitaries, as per the requirements conveyed from time to time.

**4) EVALUATION CRITERIA AND AWARD OF CONTRACT**

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

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

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

Most beneficial bid to BHEL shall be considered as L1 bid.

a) **Air Tickets**

Quantum of Service Charges (positive or negative) offered by the bidder receivable / payable to BHEL in terms of % on Basic Fare / Air Fare for air tickets on anticipated business volume of approx. Rs. 38.50 crores (domestic & international) for the contract period of two years, as per break up given in the Price Format (Annexure H). However, applicable taxes shall be payable extra.

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

b) **Rail Tickets**

The quantum of likely Railway Business, during the contract period of two years, shall be Rs. 13.50 crores (approx. 66,800 train tickets under normal as well as tatkal booking) (Details in Price Bid refer Annexure H). The bidder shall indicate the amount of Agency Service Charges (Positive or negative), if any, over & above the IRCTC charges, on per ticket basis for reservation/cancellation.

The net impact of Service Charges (Positive or negative) on air travel & the charges for Railway services shall be evaluation criteria of bids.

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**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

c) **Finalization of Award:**

Based on the outcome of PBO, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel three parties, counter-offer of L1 bidder shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second & third party shall be subject to matching the L-1 rates. ***In case no other bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.***

The business allocation among L1, L2 & L3 bidder shall be as per Annexure D. Empanelled agencies shall be required to furnish Quarterly MIR for the total volume of business handled by them, latest by 10<sup>th</sup> day of commencement of next month. **However, depending upon the suitability, dependability & reliability of the services, BHEL reserves the right to split the business between the parties.**

5) **VALIDITY OF OFFERS**

The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of Part-I bid and 60 days from the date of opening Part-II bid/ RA. Participation in Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.

6) **VALIDITY OF CONTRACT**

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

7) **TERMINATION OF CONTRACT**

Based upon the feedback from the users about deficiency in services, BHEL reserves the right to terminate the contract at its own discretion with the either / both parties by giving 3 (three) months notice in writing.

8) Profile / documents to be attached with Part-I (Techno-commercial bid) shall be as per sheet attached as Annexure-C.

9) **CHARGES NOT PAYABLE BY BHEL**

BHEL will not pay any service charges for the services enumerated at S.No.3(b), 3 (d), 3(e), 3(f), 3(g) and 3(h) of Annexure B. **However, applicable taxes shall be payable extra for the Air (domestic / international) & Rail Services. Any statutory variation in the said taxes during the validity of the contract shall also be admissible.**

10) **Rail Reservation Charges:** BHEL expects from the empanelled travel agencies to provide Railway reservation / cancellation services free of charge. However, over & above the basic fare, the service charges of IRCTC & any other charges indicated on e-ticket shall be payable by BHEL. Service Tax on the billing amount, if applicable, shall also be payable extra.

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

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Anil Sharma



**11) SECURITY DEPOSIT**

The Security Deposit (SD) shall be Rs. 5 lakhs for each successful bidder. The same can be adjusted against EMD.

The Security Deposit shall not carry any interest.

**12) PAYMENT TERMS:**

The bills along with supporting vouchers shall be accepted on fortnightly basis and the payment, excluding GST & notional interest thereon, 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 Clause no. 2 above (Taxes & Duties).

**No interest shall be payable for delay in making the payment.**

**13) VERIFICATION PROCESS**

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

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

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

**14) TAXES & DUTIES**

- a) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as mentioned in para 10 of Annexure B of NIT) in the name of respective BHEL Unit/Office/Region.
- b) The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 30 days from the placement of work order.

*9/ Lavish Bhaskar*



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
  - d) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
  - e) Travel Agent shall issue GST compliant invoice for entire air/rail fare including agency commission under his GSTIN **OR** two separate GST compliant tax invoices i.e. one Tax invoice raised by the airlines/railways for air/rail travel services in the name of respective BHEL Unit/Region/Office and other GST compliant tax invoice in line with GST law & GST invoice rules raised by travel agent towards commission charges as charge by travel agent.
  - f) Payment shall be made to contractor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
  - g) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (f) above.
  - h) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.
- 15) Deviations, if any, may be enumerated in the format enclosed. BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered

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**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure E – "ACCEPTANCE LETTER/ DEVIATION CERTIFICATE" (whether techno-commercial bid or Price bid) shall be treated as null and void by BHEL.

- 16) Over & above the service charges (positive or negative) offered in the price bid on air travel, the empanelled operator (s) shall pass on the entire commission received from the airlines as per the list furnished by them with the applicable rates of commission. Subsequently, as & when revised, the same shall also be furnished to BHEL during the validity of the contract.

**17) Penalty Clause**

- a) The empaneled 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.
- b) The empaneled travel 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. Failing to do so shall lead to penalty of Rs. 500/- per incident.
- c) In case, no cancelation of the ticket is not made by the empaneled 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 empaneled travel agency for that particular ticket.

**18) 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 reserves the right to do periodical BSP (Billing & Settlement Plan) Audit.***

- 19) The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- 20) BHEL at any time, during execution of contract, may go with the Travel Credit Card to avail maximum benefit. Accordingly, the successful bidder shall have to accept the same during execution of contract.
- 21) Micro and Small Enterprises (MSE)

*9/10/18*  
*Amith Bhaskar*



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

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	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.

- MSE suppliers 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-L) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. 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 the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

**22) INTEGRITY PACT (IP):**

- IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender (Annexure-F) is to be submitted (duly signed by authorized signatory who signs in the offer) along with bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name: Shri V.V.R. Sastry, Ex-CMD/ BEL

Email: sastryvvr@gmail.com

*anil Bhatnagar*



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

- (b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Notes: No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc on the tender issues. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications/issues related to the tender, please contact:

Contact Person: Manish Bhaskar, Dy. Manager (HR-GAX & ISMG)  
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi  
Email: manishkbhaskar@bhel.in  
Phone: 011-66337438  
Mobile: 9871008176

or

Contact Person: U K Singh, DGM (HR-GAX & ISMG)  
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi  
Email: upendra@bhel.in  
Phone: 011-66337406  
Mobile: 8800907676

- 23) "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 24) 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.

*Manish Bhaskar*



## भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

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

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

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

### 25) Fraud Prevention Clause

The bidders along with their 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.

### 26) ARBITRATION

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- 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 of the



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**

provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

**27) 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.

**28) JURISDICTION OF COURT**

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

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

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are

*9/10/11*  
*Lalit Bhaskar*



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**Bharat Heavy Electricals Limited**

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.

- b) Cost of the purchases made by the Purchaser 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.

*9/*  
*Santhi Pharkar*



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ANNEXURE-C

**COMPOSITION OF BIDS**

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

Bids shall be dropped in Tender Box located at Second Floor, in-front of lift area at BHEL House, Siri Fort, New Delhi-110049 latest by 10:30 Hrs on or before the due date, in two parts as given below.

**a) Part – I (Techno-Commercial Bids)**

The part-I bid shall contain all details and documents as given below. No Price details are to be furnished in Part-I of the bid. Bidder should submit all the documents mentioned below. Failing to do so shall lead to rejection of their offer.

- 1) EMD of Rs. 5,00,000/- (Rupees Two lakhs Only) (as per S.No. 1 of Annexure – “B”) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope.
- 2) Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder.
- 3) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16. In case of Profit & Loss account showing “Commission” as “income”, the bidder must submit a certificate duly certified by CA indicating “Gross Sale/Billing to Customer”.
- 4) Copy of acknowledgements of IT return of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (AY 2014-15, 2015-16, 2016-17).
- 5) Only work orders (issues in last 7 years ending 30.06.2017 only) and supporting work experience certificates (as per format given at Annexure G) from the clients shall be submitted as proof against S.No.C of PQR. In case of unavailability / Non disclosure agreement of Work Order, ***the bidder can submit the experience certificate from the concerned customer in the format give at Annexure G only. In case of currently executing contract, the total billing from start of contract till 30.06.2017 should clearly be mentioned in Annexure G.*** BHEL reserves the right to verify the correctness of the certificates of the clients.
- 6) List of clients, including PSUs, if any.
- 7) List of Offices in India and abroad.
- 8) IATA Registration Certificate.
- 9) List of airlines along with applicable rates of commission.
- 10) Duly filled all relevant annexures.

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

15

*15/10/17*  
*Sanjay Bhasin*



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11) Duly signed and stamped complete tender document

**b) Part – II (Price Bid)**

Part II bid shall comprise of Price Format (Annexure-“H”), duly filled, as per the enclosed instructions/details

**NOTE:**

1. “Bidder must note that the bid should be submitted as per the details given at Annexure C (Composition of Bids) of tender enquiry dated 06/07/2017. Price to be filled-in strictly as per the Price Bid Format (Annexure-H). Failing to do so shall lead to rejection of Bid.”
2. “Bidders are requested to quote in two parts. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/documents from the bidder. Otherwise, the bid is liable to be rejected.”

*9/10/17*  
*Santhi Bhaskar*





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Annexure - D

Unit allocation to successful bidders

L1 Bidder	L2 Bidder	L3 Bidder
Corporate Office, Delhi ( <b>Impant</b> )	EDN, B'lore ( <b>Impant</b> )	Ranipet ( <b>Impant</b> )
IS/IO/TBG & ROD, Delhi ( <b>Implant</b> )	SSBG, Noida	HPVP, Vizag
PSER, Kolkata ( <b>Impant</b> )	HEEP Haridwar ( <b>Impant</b> )	Corp R&D, Hyderabad
PS-MG/PMG/HQs, Delhi	PEM, Noida	Trichy ( <b>Impant</b> )
PSWR, Nagpur	ISG, B'lore	PSSR, Chennai
HERP, Varanasi	PSNR, Noida ( <b>Impant</b> )	RC Puram, Hyderabad ( <b>Impant</b> )
IP Jagdishpur	EPD, B'lore	PC Chennai
IVP, Goindwal		Thirumayam
Bhopal ( <b>Impant</b> )		
EMRP, Mumbai		
Rudrapur		

*9/10/17*  
*Amish Bhaskar*



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Annexure-E

**ACCEPTANCE LETTER / DEVIATION CERTIFICATE**

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

Or

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

1.

2.

3.

Note :

Deviations may or may not be accepted by BHEL.

"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:17:TA:101 dated 06/07/2017. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

*Sanjit Bhaskar*



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Annexure-F

**DECLARATION**

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

**SIGNATURE OF BIDDER WITH SEAL**

*Navin Bhaskar*



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**Bharat Heavy Electricals Limited**

Annexure-G

EXPERIENCE CERTIFICATE

1	Name & Contact Details of Travel Agent	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order No. / Agreement No. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order	YES / NO (If marked No, then submit the copy of Work Order/Agreement)
6	Start & End Date of Contract (Start date should not be more than 7 years ending on 30.06.2017)	
7	Gross amount of work completed (or done till 30.06.2017)	
8	Name & Contact details of Authority under whom works performed	
9	Overall Quality of Service	Outstanding/V.Good/Good/Poor

Signature & Stamp of Dealing Official

*Laish Bhasor*

**PRICE BID FORMAT**  
**BHEL TENDER NO. AA-GAX:17:TA:101 DATED 06.07.2017**

SL. NO.	CATEGORY OF TRAVEL	QUANTUM OF LIKELY BUSINESS Basic Fair / Air Fair / No. of Train Tickets	SERVICE CHARGE (+/-) / UNIT CHARGES (+/-)		EVALUATED AMOUNT		
			% AGE OF SERVICE CHARGES ON BASIC FARE / AIR FARE (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	UNIT CHARGES (Rs.) (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	AMOUNT CHARGEABLE FROM BHEL OR PAYABLE TO BHEL IN CASE OF AIR TICKET (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	AMOUNT CHARGEABLE FROM BHEL OR PAYABLE TO BHEL IN CASE OF TRAIN TICKET (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	NET PAYABLE / RECEIVABLE BY BHEL (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)
(1)	(2)	(3)	(4)	(5)	(6) = (3) X (4)	(7) = (3) X (5)	(8)
A	AIR (DOMESTIC) Booking	₹ 23,38,58,360.40		0.00		0.00	
B	AIR (INTERNATIONAL) Booking	₹ 3,30,74,300.00		0.00		0.00	
C	RAIL Booking (Normal & Tatkal)	66800 no. of tickets	0.00		0.00		
D	NET Payable (+) / Receivable (-) by BHEL for Evaluation (Rupees)						

(Taxes applicable shall be payable extra & hence not to be included in the above prices).

## NOTES:

- QUANTUM OF BUSINESS IS INDICATIVE FOR THIS TENDER ONLY FOR THE PURPOSE BID EVALUATION.
- TOTAL IMPACT OF RECEIVABLES & PAYABLE SHALL BE CONSIDERED FOR EVALUATION (SL. NO. D)

WE CONFIRM THAT THE PRICES QUOTED BY US ABOVE ARE AS PER THE TENDER TERMS AND CONDITIONS.

(SIGNATURE OF THE BIDDER WITH SEAL)

*[Signature]*



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Annexure-I

NEFT Format

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

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

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

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Seal:

Date:

*Navish Shankar*



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Bharat Heavy Electricals Limited

Annexure-J

DETAILS OF AGENCY/BIDDER

1	Name of the Travel Agency	
2	Name of the Authorized Representative	
3	Address for communication	
4	Telephone No. (Office) (Mobile) (Fax) (email Address) (Website Address-if any)	
5	Date / year of commencement of Business	
6	GST - Registration No.	
7	Any other information	

*Manish Bhargava*



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Annexure K

Certification regarding Payment / Verification / Audit Process

I / We hereby declare that I / We have understood the following

- a) Payment & Taxes terms
- b) Verification Process
- c) Acceptance of BHEL right for BSP Audit

SIGNATURE OF BIDDER WITH SEAL

*Navish Bhaskar*



**SAMPLE SHEET FOR CALCULATION IN PRICE BID FORMAT**  
**BHEL TENDER NO. AA:GAX:17:TA:101 DATED 06.07.2017**

SL. NO.	CATEGORY OF TRAVEL	QUANTUM OF LIKELY BUSINESS Basic Fair / Air Fair / No. of Train Tickets	SERVICE CHARGE (+/-) / UNIT CHARGES (+/-)		EVALUATED AMOUNT		
			% AGE OF SERVICE CHARGES ON BASIC FARE / AIR FARE (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	UNIT CHARGES (Rs.) (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	AMOUNT CHARGEABLE FROM BHEL OR PAYABLE TO BHEL IN CASE OF AIR TICKET (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	AMOUNT CHARGEABLE FROM BHEL OR PAYABLE TO BHEL IN CASE OF TRAIN TICKET (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)	NET PAYABLE / RECEIVABLE BY BHEL (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL)
(1)	(2)	(3)	(4)	(5)	(6) = (3) X (4)	(7) = (3) X (5)	(8)
A	AIR (DOMESTIC) Booking	₹ 23,38,58,360.40	(+)+4.28	0.00	₹ 1,00,09,137.83	0.00	₹ 1,00,09,137.83
B	AIR (INTERNATIONAL) Booking	₹ 3,30,74,300.00	(+)+4.28	0.00	₹ 14,15,580.04	0.00	₹ 14,15,580.04
C	RAIL Booking (Normal & Tatkal)	66800 no. of tickets	0.00	25.00	0.00	₹ 16,70,000.00	₹ 16,70,000.00
D	NET Payable (+)/ Receivable (-) by BHEL for Evaluation (Rupees)						₹ 1,30,94,717.87

(Taxes applicable shall be payable extra & hence not to be included in the above prices).

## NOTES:

1. QUANTUM OF BUSINESS IS INDICATIVE FOR THIS TENDER ONLY FOR THE PURPOSE BID EVALUATION.
2. TOTAL IMPACT OF RECEIVABLES & PAYABLE SHALL BE CONSIDERED FOR EVALUATION (SL. NO. D)

WE CONFIRM THAT THE PRICES QUOTED BY US ABOVE ARE AS PER THE TENDER TERMS AND CONDITIONS.

(SIGNATURE OF THE BIDDER WITH SEAL)

*Signature of Bidder*