



**Subject: Single tender for empanelment of travel agency for booking of domestic air and rail tickets at TBG Office, NOIDA.**

BHEL Office seeks quotation in one part from your esteemed organization to provide Domestic air & rail ticket bookings services required at its Office located at BHEL, TBG office located at 5<sup>th</sup> floor, Advant Navis IT Business Park, Plot No-7, Sector-142, Expressway Noida, Noida -201305 (UP), for a period of ONE year. Due date of the opening date of the bid shall be the 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.

**Table I**

1	Tender No.	TBG/HR/E/15/Travel02 Dated 21.06.2019
2	Description	Empanelment of travel agency for booking of domestic air and rail tickets at TBG Office, NOIDA
3	Tender Fee (In Rupees)	NIL
4	Release of Tender Document	21.06.2019
5	Earnest Money Deposit (EMD)	NIL
6	Due date & time of bid submission	28.06.2019 14:30 Hrs
7	Bid Opening date & time	28.06.2019 15:30 Hrs
8	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 <https://eprocure.gov.in/epublish/app> 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.



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TENDER NO.: TBG/HR/E/15/Travel02 Dated 21.06.2019  
(Annexure-A)

**TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS**

1) **BUSINESS**

Considering the past data, the approximate business volume for the next ONE year is estimated to be **Rs. 88,09,000/-**, excl. taxes.

The above figure is indicative for tender purpose only & does not guarantee the business volume for the contract period of 01 years. This may increase or decrease depending upon the actual requirements.

2) **SCOPE OF WORK**

The travel agency will be required to provide services at BHEL Office. 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.

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) **VALIDITY OF CONTRACT**

The contract will be valid for a period of ONE year. The same may however be extended further with mutual agreement, in writing, and on the same Rates / Service Charges, Terms and Conditions.

5) **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.

6) **CHARGES NOT PAYABLE BY BHEL**

BHEL will not pay any service charges for the services enumerated at S.No.2(b), 2 (d) and 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.**

- 7) **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.

8) **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.



9) **VERIFICATION PROCESS**

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

10) **TAXES & DUTIES**

10.1 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.

10.2 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.

10.3 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.

10.4 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.)

10.5 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.

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

10.7 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.

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

- a) 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.

11) **PENALTY CLAUSE**



- a. 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.
- b. 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.
- c. 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 Rules) for making the cancellation, no payment shall be made to the travel agency for that particular transaction.

## 12) 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.

- 13) **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.**

## 14) ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and 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 to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

15) **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.

16) **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.

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

- a) If the Service Provider / Agency 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/Agency 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/Agency (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/Agency'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/Agency (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Agency (Service Provider) and the Seller/Agency (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Agency (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Agency (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/agency (Service Provider) shall be worked out after levying 30%



overheads as departmental charges on the cost of materials / services so purchased/hired.

- 18) **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.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

TENDER NO.: TBG/HR/E/15/Travel02

Dated: 21.06.2019

(Annexure-B)

**COMPOSITION OF BIDS**

Bid shall be dropped in Tender Box located at **28.06.2019** latest by **14:30** on or before the due date, comprising of:

- 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) Copy of PAN Card & GST Registration Certificate duly signed and stamped by the authorized representative of the agency.
- 3) IATA Registration Certificate.

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



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

TENDER NO.: TBG/HR/E/15/Travel02

Dated: 21.06.2019

**(Annexure-C)**

**ACCEPTANCE LETTER / DEVIATION CERTIFICATE**

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

Or

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

- 1.
- 2.
- 3.

**Note :**

**Deviations may or may not be accepted by BHEL.**

“I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. \_\_\_\_\_ dated \_\_\_\_\_. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



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Bharat Heavy Electricals Limited

TENDER NO.: TBG/HR/E/15/Travel02  
Dated: 21.06.2019  
(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 OF FIRM  
WITH SEAL**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

TENDER NO.: TBG/HR/E/15/Travel02

Dated: 21.06.2019

(Annexure-E)

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:



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Bharat Heavy Electricals Limited

TENDER NO.: TBG/HR/E/15/Travel02

Dated: 21.06.2019

(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	Any other information	

**Price Bid Format**  
**BHEL TENDER NO. TBG/HR/E/015/TRAVEL02**

SI No	Category of Travel	Quantum of Likely Business (For a Period of 2 Years) (Rs.)	Projected Volume of Base Fare(excluding taxes)	% Service Charge (+) / Discount (-) on Base Fare (Excluding Taxes)	Total Amount of Service Charge (+) / Discount (-) (in Rs.)	Total amount payable after adding Service Charge or subtracting Discount (value in Rs.)
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b> Service Charge % (+) or Discount % (-) (Tick the appropriate) (with prefix +/-)	<b>F=D*E</b> (with prefix +/-)	<b>G=C+F</b>
1	AIR (Domestic) Booking	85,44,730.00	77,91,085			
SI No	Category of Travel	Quantum of Likely Business(For a Period of 2 Years) (Rs.)	Projected No.of Tickets	Per ticket Service Charge (+) / Discount (-) Other than IRCTC norms (In Rs.)	Total Amount of Service Charge (+) / Discount (-) (in Rs.)	Total amount payable after adding Service Charge or subtracting Discount (value in Rs.)
<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b> Service Charge (+) / Discount (-) (Tick the appropriate) (with prefix +/-)	<b>M=L*K</b> (with prefix +/-)	<b>N=J + M</b>
1	Rail Ticket Booking (Normal & Tatkal)	2,64,270.00	200			
<b>2</b>	<b>Total Value for Air Ticket Booking &amp; Rail ticket booking after Service charge/Discount ( G+N)</b>					
Amount in Words:-						

**Note:**

- 1.Evaluation will be done on Total Value for Air Ticket Booking & Rail ticket booking (G+N) i.e. on Total L-1 Basis
- 2.The Quantum of likely business volume is only indicative and may vary based on actual requirement.