

Tender No.: PS/SSBG/Travel/0620

Date: 26.06.2020

Subject: Limited Tender for empanelment of travel agency for domestic air & rail ticketing and other travel related services at BHEL Offices (PS-SSBG/TS, Noida).

BHEL PS-SSBG Office intends to empanel travel agency to provide the air & rail ticketing and other travel related services at BHEL office (PS-SSBG/TS, Noida) by inviting the offers from the followings 3 govt. authorized agents in two parts:

- Ashok Travels & Tours (ATT)
- 2. Balmer Lawrie & Company Limited (BLCL)
- 3. Indian Railways Catering & Tourism Corporation Limited (IRCTCL)

Note: only bids submitted by the above listed parties shall be processed.

Part-I shall be techno-commercial bid & Part-II shall be the Price bid. Due date of the opening of Part-I 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.	PS/SSBG/Travel/0620, date: 26.06.2020	
2	Description	Empanelment of Travel Agency for booking of Domestic Air & Rail tickets at PS-SSBG, Plot noA-8- 10, Kribhco Bhawan, Sector 1, Noida - 201301	
3	Tender Fee (In Rupees)	NIL	
4	Release of Tender Document	26.06.2020	
5	Earnest Money Deposit (EMD)	Nil	
6	Due date & time of bid submission	13.07.2020 / 15:00 hrs	
7	Bid Opening date & time	13.07.2020 / 15:30 hrs	
8	Bid Validity	90 days from date of opening of bid (Part-I)	

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 BHEL

(Sachin Kumar Chouhan)

Senior Engineer/GAX

Ph.: 0120-2441554 / 9910201252

वार. आगयता (प्रशासन)/ St. MIN (क Bhe Lin.) गरत हेवी इलेक्ट्रिकल्स लिमेटेड/Bharat Heavy Electricals.Lid. गरत होवी इलेक्ट्रिकल्स लिमेटेड/Bharat Heavy Electricals.Lid. भारत सरकार का उपक्रम/A Govt. of India Undertaking) भिष्टर-1, नोएडा-201301/Sector-1, Noida-201301 सचिन कुर्दाला कुराला कुरा कुराला कुराला कुराला कुराला कुराला कुराला कुराला कुराला कुराला क गिर्मि वरि. अभियंता (प्रशा

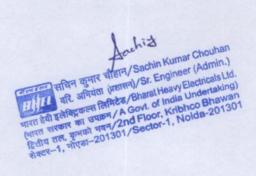


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Tender No.: PS/SSBG/Travel/0620

Date: 26.06.2020 (Annexure-A)

### PQR & Documents Required for techno-commercial qualification

### A. Pre-Qualification requirements (PQR)

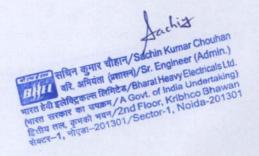
i. Acceptance of all tender terms & conditions

### B. Documents required against Pre-Qualifying Requirements (PQR)

i. All pages of tender documents, including all annexures (except Price Bid at Annexure I) duly signed & stamped by the authorized representative of the bidder, as a token of acceptance of all tender terms & conditions.

List of annexures is placed below:

S. No.	Annexure	Submission in (ref. Annexure C)
1	Annexure-A: PQR & Documents required for techno-commercial qualification	
2	Annexure-B: Technical Terms & Conditions / Specifications	
3	Annexure-C: Composition of bids	Part I
4	Annexure-D: Acceptance Letter / Deviation Certificate	
5	Annexure-E: Declaration	
6	Annexure-F: NEFT Format	
7	Annexure-G: Details of Bidder	
8	Annexure-H: Unpriced Bid	
9	Annexure-I: Price Bid	Part II





Tender No.: PS/SSBG/Travel/0620

Date: 26.06.2020 (Annexure-B)

### **TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS**

### 1) BUSINESS

Considering the past business volume, the approximate business volume for domestic air and rail tickets for the next Two year shall be as under

- a. Domestic air travel: Rs. 57 Lakhs
- b. Rail Booking: Rs. 8 Lakhs

The above figures are all-inclusive, indicative for tender purpose only & does not guarantee the business volume for the contract period of 02 years. This may increase or decrease depending upon the actual requirements.

### 2) SCOPE OF WORK

- The travel agency will be required to provide dedicated services all round the clock (24 hrs X 7 days a week).
- ii. Implant Office: Empaneled agency shall be required to setup implant office at BHEL Office located at PS-SSBG, Plot no. A-8-10, Kribhco Bhawan, Sector 1, Noida 201301. 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. Implant office shall be active at all times, with at-least one executive, in line with BHEL-SSBG, Noida working day & hours.
- iii. The Scope of Work shall be as per details given below:
- a) <u>Booking of Airline Tickets</u>: Booking for domestic air tickets, including cancellation & rescheduling, 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 travel agency has to get themselves mapped with all domestic airlines, which have a corporate Deal with BHEL for exclusive benefits & privileges like cancellation waiver, free meal, discounts on fare, etc. For airlines with which BHEL does not have a corporate deal, it is desired that the empaneled agency(s) use their corporate deal to maximize the benefits to BHEL, without any financial implications to BHEL.

सचिन कुमार चौहान/Sachin Kumar (Admin.) वरि. अनियंता (प्रशासन)/Sr. Engineer (Admin.) वरि. अनियंता (प्रशासन)/Sr. Engineer (Admin.) वरि. अनियंता (प्रशासन)/Sr. Engineer (Admin.) वरि. अनियंता (प्रशासन)/Sharal Heavy Electricals Ltd. वर्षास्त्र होते स्वित्र कर्मा अपकान/A Govt. of India Undertaking) मारत संरकार का अपकान/A Govt. of India Undertaking) किया संरकार का अपकान/And Floor. Kribhco Bhawar (Rull at Rull at Rull



- 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.
- e) <u>Booking of Railway Tickets</u>: 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.
- f) Ensuring timely delivery of the tickets (air & rail) directly to the individual during or after office hours. Also, the agency shall arrange Boarding Pass / Web check-in for select officials, as & when required by BHEL.
- g) Arranging excursion tickets for domestic travel on short notice, as & when required. Excursion tickets shall mean tickets booked for a group of persons, at discounted rates, considering the bulk requirement.
- h) The ticket bookings will be finalized and communicated by authorized BHEL official(s).
- i) The travel agency shall be responsible to ensure that all services are provided to BHEL during / after office hours, including holidays.

### 3) Deviation from tender terms & conditions:

- a) Deviation(s), if any, shall only be indicated at Annexure-D in details, mentioning the tender clause / condition not acceptable.
- b) Deviations mentioned elsewhere in the submission shall not be considered
- BHEL holds the right to accept or rejects bids with deviation(s) from tender terms & conditions.

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

- a) 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 he deviation.
- b) Based upon the evaluation of Part-I bids, BHEL shall determine the techno-commercially acceptable bidders. BHEL reserves the right to reject any bidder without assigning reason for the same.
- c) Price bid opening shall be in respect of techno-commercially acceptable bidders only, who may choose to be present in the bid opening as & when communicated.
- d) The bidders will be required will be required to submit the followings rates/charges as per price bid format:
  - Air Tickets: Quantum of service charges (positive or negative) offered by the bidder receivable / payable to BHEL in terms of % on anticipated business volume

परिन कुमार चीहान/Sachin Kumar Chouhan वि. अभियंता (प्रशासन)/Sr. Engineer (Admin.) वि. अभियंता (प्रशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत सरकार का उपक्रम/A Govt. of India Undertaking) भारत सरकार का उपक्रम/A Govt. of India Undertaking) हिंचीय तल, कुमको भवन/2nd Floor, Kribhco Bhawan हिंचीय तल, कुमको भवन/2nd Floor, Noida-201301 संक्टर-1, नोएडा-201301/Sector-1, Noida-201301



(domestic) for the contract period of two years, as per break up given in Price Format (Annexure- I) shall be considered for evaluation.

Note: 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.

ii. Rail Tickets: - Quantum of service charges (positive or negative) offered by the bidder receivable / payable to BHEL over the IRCTC charges in terms of % on anticipated business volume (domestic) for the contract period of two years, as per break up given in Price Format (Annexure- I) shall be considered for evaluation.

Note: In case of cancellation of Rail 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 by IRCTC.

- e) The net impact of Service charges (positive or negative) on air ticketing & the charges for railway services combined together shall be compared for deciding L1 bid. Most beneficial bid to BHEL shall be considered as L1 bid.
- f) Finalization of award: The L1 bidder shall be allocated 100% business.

### 5) 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 (Part-I). 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 (02) years. The same may however be extended further with mutual agreement, in writing, and on the same Rates / Service Charges, Terms and Conditions.

### 7) FORECLOSURE OF CONTRACT

BHEL reserves the right to terminate or foreclose the contract at its own discretion by giving 30 days' notice in writing. The empaneled agency shall have no claim whatsoever, in the event of foreclosure.

#### 8) TERMINATION OF CONTRACT

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BHEL reserves the right to terminate the contract by giving due notice and recover the loss sustained in getting the balance work done through other agencies at contractor's risk & cost in addition to liquidated damages in the event of following after giving a show cause notice with notice period of ONE MONTH:

- i. Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
- ii. Corrupt act of the contractor.
- III.

Insolvency of the contractor. Persistence disregard of the instructions of BHEL man सचिन कुमार चौहान/Sachin Kumar मिंदि अभियंता (प्रशासन)/Sr. Engineer (Admin.) बार. आनयता (प्रशासन)/ ज. Engineer (Authin.) गारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत सरकार का ज्यकम्/ A Govt. of India Undertaking) शिरत सरकार का ज्यकम्/ A Govt. of India Undertaking) हितीय तल, कृमको भवन/2nd Floor, Kribhco Bhawan6 हितीय तल, कृमको भवन/2nd Floor, Noida-201301



- iv. Assignment, transfer, subletting of the contract work without BHEL's written permission.
- v. Non-completion of work by the agency within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the agency.
- vi. Non-fulfilment of any contractual obligations or obligations under the law.

### 9) CHARGES NOT PAYABLE BY BHEL

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

- 10) <u>Rail Reservation Charges:</u> 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.
- 11) Protocol services by trained staff on departure and arrival at Delhi to the senior officials of BHEL while going on domestic official tours and occasionally for non-BHEL high dignitaries, shall also be provided by the travel agency as required by BHEL. This service shall be payable extra, based on actual requirements.

### 12) PAYMENT TERMS:

The bills shall be submitted at PS-SSBG located at A8-10, 2<sup>nd</sup> floor, BHEL, Kribhco Bhawan, Sector-1, Noida. 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.

### 13) VERIFICATION PROCESS

- i. BHEL may carry out the verification of air / rail tickets, as & when required, on random selection basis also. For this, requisite support (incl. submission of documents such as screenshot of GDS platform / web portal, ticket copy, etc.) from the travel agency and airlines / railways shall be required.
- For verification of cancellation charges, the agency shall be required to submit credit notes.

#### 14) TAXES & DUTIES

a) To enable BHEL avail GST Input tax credit, vendor shall submit their GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law.

सचिन कुमार चौहान/Sachin Kumar Chouhan वि. अभियंता (मशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत सरकार का उपक्रम/A Govt. of India Undertaking। भारत सरकार का उपक्रम/A Govt. of India Undertaking। भारत सरकार का उपक्रम/A Govt. of India Undertaking। भारत सरकार का उपक्रम/2nd Floor, Kribhco Bhawan हिशीय तल, कुमको भवन/2nd Floor, Noida-201301 सेक्टर-1, नोएडा-201301/Sector-1, Noida-201301

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- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d) Payment to the vendor 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 vendor by BHEL.
- e) GST Portion of invoice shall be released only upon: -
  - · Vendor declaring such invoice in his GSTR-1 under correct BHEL GSTIN and
  - Receipt of goods and Tax invoice by BHEL.
  - Alternatively, Bank Guarantee of appropriate value equivalent to GST amount of contract value, may be provided by vendor which shall be valid till at least one month after expiry of contract.
- f) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and /or tax invoice or expiry of timeline prescribed in GST law for availing ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- g) In case vendor delays declaring such invoice in his return under the BHEL GSTIN specified above and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- h) GST variation: any "increase or decrease in GST rates on sales to BHEL will be borne by/ may be passed on to BHEL.".

### 15) PENALTY CLAUSE

- a. The travel 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 nonperformance.
- b. The travel agency(s) must book the ticket strictly at the most economical fare available for the indicated time slot, as per the Corporate Deal of various airlines with BHEL (as provided by BHEL). In case the Corporate Deal is not available or not functional for a particular airline, approval to book the ticket without Corporate Deal shall be taken from the concerned BHEL Travel Desk Representative. Failure to apply the Corporate Deal (wherever applicable) shall lead to penalty of Rs. 500/- per incident, in addition to the recovery of the financial equivalent of the total loss to BHEL incurred due to the non-application of Corporate Deal, on account of fare (cancellation or rescheduling), discount (as per deal), benefits & privileges (such as corporate meal, lounge access, etc.), etc.

श agency(s).

बिह्न कुमार चौहान / Sachin Kumar Chouhan
प्रिता कुमार चौहान / Sachin Kumar Chouhan
वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.)
पारत हेवी इत्तीब्द्र करन लिमिटेड / Bharat Heavy Electricals Ltd.
पारत सरकार का उपक्रम / A Govt. of India Undertaking.
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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.

### 16) 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.

- 17) The offers of the bidders who are on the banned list / are under suspension / engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 18) 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.
- 19) BHEL should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting / cutting etc. will be numbered by bid opening officials and announced during bid opening.
- 20) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc. he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to sections and clause numbers given in the tender documents. The specification and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same mut be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 21) <u>BHEL Fraud Prevention Clause:</u> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> (& <a href="https://www.bhelhwr.co.in/bhelweb/uploads/bhelfpp.pdf">https://www.bhelhwr.co.in/bhelweb/uploads/bhelfpp.pdf</a>) and shall immediately bring to

सचिन कुमार बौहान/Sachin Kumar Chouhan परि. अमियंता (प्रशासन)/Sr. Engineer (Admin.) पारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत सरकार का वपक्रम/A Govt. of India Undertaking) भारत सरकार का वपक्रम/A Govt. of India Undertaking) हितीय तल, कुमको भवन/2nd Floor, Kribhco Bhawan हितीय तल, कुमको भवन/2nd Floor, Noida-201301/Sector-1, भोएडा-201301/Sector-1,



the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 22) Unsolicited discount received after the due date and time of bid submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 23) BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 24) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 25) SUBLETING: The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 26) Recovery from contractor: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 27) Lowest price/service charge received against tender need not be acceptable to BHEL and in that case BHEL would not be considered the same for award of contract. BHEL would negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this tender.

### 28) ARBITRATION

I. Except as provided elsewhere in this contract, 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 of 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 Head of the BHEL Unit/Region/Division issuing the Contract.

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 at New Delhi.

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

Subject to the arbitration in terms of Clause 1 above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this han contract.

सचिन वृंमार चोडान/Sachin Ruman (Admin.) वरि. अभियंता (मसातन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharal Heavy Electricals Ltd. भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharal Heavy Electricals Ltd. भारत सरकार का उपक्रम/A Govt. of India Unda (भारत सरकार का उपक्रम/2nd Floor, Kribhco Bhawan कितीय राल, कुमको भवन/2nd Floor, Ruman 201301/Sector-1, Noida-201301



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.

II. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to 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. 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 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.

### 29) 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.

#### 30) 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.

#### 31) 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

सचिन कुमार चौहान/Sachin Kumar Chouhan वि. अनियंता (प्रशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिक्ट स्थापन कि अपियंता (प्रशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिक स्थापन में उपक्रम/A Govt. of India Undertaking) भारत सरकार का उपक्रम/A Govt. of India Undertaking) हिरीय तल. कुमको वयन/2nd Floor, Kribhco Bhawan हिरीय तल. कुमको वयन/2nd Floor, Noida-201301/Sector-1, नोएडा-201301/Sector-1, Noida-201301

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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.

### 32) Suspension of business

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers /contractors by way of suspension of business dealing with them, who either fail to perform or are in default without any reasonable case, loss of business/money/ reputation indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price. Suspension could be in the form of hold de-listing or banning a supplier/contractor. All builders shall adhere to BHEL's Guidelines on suspension of business, which is available on www.bhel.com.

#### 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 trade 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 India panel code, 1860 or any other law in force in India.

The bidder/supplier/contractor will, when presenting his bid, disclose any and all payment 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 guideline issued from time to time by Govt. of India/BHEL.

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

If any bidder/supplier/contractor during per-tendering/tendering/post tendering/ award/execution/ post-execution stage indulges in mal-practices, cheating, bribery fraud or any other misconduct or formation of cartel so as to influence the bidding process or गरत हेवी इलेक्ट्रिकल्स लिनिटेड/Bharat Heavy Electricals Ltd. 



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 extent guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

33) FORCE MAJEURE: The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

मास्य कुमार चौहान/Sachin Kumar Chouhan वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.) वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिक कस लिक्टिंड/Bharal Heavy Electricals Ltd. (भारत संस्कार का वयक्रम/A Govt. of India Undertaking) (भारत संस्कार का वयक्रम/A Govt. of India Undertaking) (हितीय तल, कुमको भवन/2nd Floor, Kribhco Bhawan हितीय तल, कुमको भवन/2nd Floor, Nolda-201301/Sector-1, भारडा-201301/Sector-1, Nolda-201301/

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(Annexure-C)

#### **COMPOSITION OF BIDS**

Bid shall be dropped in Tender Box located at A8-10 (2nd floor, Admin Department), BHEL, Kribhco Bhawan, Sec-1, Noida-201301 latest by 15:00 Hrs on or before the due date.

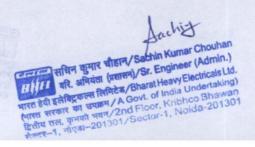
The offer is to be submitted in two part bid in sealed covers prominently super scribed the tender enquiry number, due date and time as mentioned in the tender enquiry.

- 1) Envelop I: This envelop should be clearly marked as Techno-commercial / Part-I bid and should contain the Complete tender document, duly filed, signed & stamped by an authorized representative of the agency, as a token of acceptance of all tender terms & conditions.
  - Copy of PAN Card & GST Registration Certificate duly signed and stamped by the authorized representative of the agency.

    IATA Registration Certificate.
- 2) <u>Envelop II</u>: This envelope should contain only price bid as per Annexure I with prices. This envelope should be clearly marked as **Price bid / Part-II bid**.
- 3) <u>Envelop III</u>: Both above envelope I & II shall be enclosed further in a third main envelope-III duly sealed and clearly mentioning Tender title, Tender Enquiry Number and due date addressed to Sr. Engineer (Admin), BHEL-SSBG, Kribhco Bhawan, Noida-201301.

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

Signature
With name, Designation & seal of the bidder





(Annexure-D)

### **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 bidder

सचिन कुमार चौहान/Sachin Kumar Chouhan विश्व अभियंता (प्रशासन)/Sr. Engineer (Admin.) वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत होतीय ताला. कुमको भवन/2nd Floor, Kribhco Bhawan हेवीय ताल. कुमको भवन/2nd Floor, Kribhco Bhawan हेवीय ताल. कुमको भवन/201301/Sector-1, Noida-201301/Sector-1, नाएडा-201301/Sector-1,



(Annexure-E)

### **DECLARATION**

I / We hereby declare that I / We have not been banned and de-listed by any PSU /Government Department / Financial Institution / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature
With name, Designation & seal of the bidder

सचिन कुमार चौहान/Sachin Kumar Chouhan वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.) भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. भारत सरकार का उपक्रम/A Govt. of India Undertaking) हिरीय तस. कुमको मवन/2nd Floor, Kribhco Bhawan हिरीय तस. कुमको मवन/2nd Floor, Noida-201301 संक्टर-1, नोएडा-201301/Sector-1, Noida-201301



(Annexure-F)

### **NEFT Format**

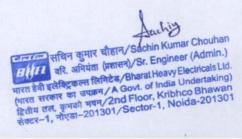
<u>NEFT FORMAL</u>				
Beneficiary Name				
Beneficiary Bank Name				
Beneficiary Bank address				
IFSC CODE of the bank				
Beneficiary Account Number				
Email ID				
PAN				
above.	of one leaf from my cheque book for the codes required oned particulars are in order. To facilitate NEFT credits, I in the Bank Particulars at a future date.			
Thanking you,				
Yours sincerely.				
Signature:				

Name:

Designation:

Company Seal:

Date:





(Annexure-G)

### **DETAILS OF BIDDER/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	GST - Registration No.	
6	PAN No.	
7	IATA Registrations Details	
8	Any other information	

मारत हेथी इसेक्ट्रक्स सिमटेड/Bharat Heavy Electricals Ltd. भारत हेथी इसेक्ट्रक्स सिमटेड/Bharat Heavy Electricals Ltd. भारत सरकार का उपक्रम/A Govt. of India Undertaking) (भारत सरकार का उपक्रम/A Govt. of India Undertaking) हिरीय तल, कुभको भवन/2nd Floor, Kribhoo Bhawan हिरीय तल, कुभको भवन/2nd Floor, Nolda-201301 सेक्टर-1, नोएडा-201301/Sector-1, Nolda-201301



(Annexure-H)

### **UNPRICED BID**

S.No.	Category of service/travel	Tentative Business Volume, incl. taxes (in Rupees) for 2 years	Service Charge (in %) on basic fare/Air fare (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)	Remarks
(1)	(2)	(3)	(4)	(5) = (3) X (4)	
	Air Travel	The state of the s			
Α.	Domestic Air Ticket Booking	57,00,000	Quoted / Not Quoted	Quoted / Not Quoted	Quote service charge over & above the airline base fare
	Rail Travel	Tentative Business Volume, incl. taxes (in numbers) for 2 years	Unit Charges (Rs.) (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)	Remarks
В.	Rail Ticket Booking (Normal & Tatkal)	600	Quoted / Not Quoted	Quoted / Not Quoted	Quote unit charge over & above the IRCTC billed amount
C.	Net Payable (+) /receivable (-) by BHEL for evaluation (in Rupees) C = A (5) + B (5)			Quoted / Not Quoted	

### Note:

- The above mentioned tentative business is indicative and for evaluation purpose only.
   Tentative Business volume incl. taxes for 2 years for Rail Ticket booking (Normal & Tatkal) will be approx. Rs. 8 Lakhs.
- 2. Payment shall be as per actual utilization of services.
- 3. All bidders are required to fill the bid values against A (4), A (5), B (4), B (5) and C (5).

We confirm that the prices quoted by us above are as per the tender terms & conditions.

(Signature of Bidder with seal)

विद्याल सचिन कुमार चौहान/Sachin Kumar Chouhan विर अभियंता (प्रशासन)/Sr. Engineer (Admin.) विर अभियंता (प्रशासन)/Sr. Engineer (Admin.) मारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd. सारत सरकार का उपक्रम/A Govt. of India Undertaking. (सारत सरकार का उपक्रम/A Govt. of India Undertaking) सारत सरकार का उपक्रम/A Govt. of India Undertaking. (सारत सरकार का उपक्रम/And Floor, Kribhoo Bhawan हितीय सल, कुगको भवन/2nd Floor, Noida-201301/Sector-1, Noida-201301/Sector-1, नोएडा-201301/Sector-1, Noida-201301/Sector-1, Noida-201301/Sector-1, नोएडा-201301/Sector-1, Noida-201301/Sector-1, Noida-



(Annexure-I)

### **PRICE BID**

S.No.	Category of service/travel	Tentative Business Volume, incl. taxes (in Rupees) for 2 years	Service Charge (in %) on basic fare/Air fare (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)	Remarks
(1)	(2)	(3)	(4)	(5) = (3) X (4)	
	Air Travel				
Α.	Domestic Air Ticket Booking	57,00,000			Quote service charge over & above the airline base fare
	Rail Travel	Tentative Business Volume, incl. taxes (in number) for 2 years	Unit Charges (Rs.) (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)	Remarks
В.	Rail Ticket Booking (Normal & Tatkal)	600			Quote unit charge over & above the IRCTC billed amount
	The state of the s	(+) /receivable ( raluation (in Rupe C = A (5) + B (5)	ees)		

#### Note:

- The above mentioned tentative business is indicative and for evaluation purpose only. Tentative Business volume incl. taxes for 2 years for Rail Ticket booking (Normal & Tatkal) will be approx. Rs. 8 Lakhs.
- 2. Payment shall be as per actual utilization of services.
- 3. All bidders are required to fill the bid values against A (4), A (5), B (4), B (5) and C (5).

We confirm that the prices quoted by us above are as per the tender terms & conditions.

साथिन कुमार बोहान/Sachin Kumar Chouhan
प्राप्त के क्रिकेट कुमार बोहान/Sachin Kumar Chouhan
प्राप्त के क्रिकेट कुमार बोहान/Sachin Kumar Chouhan
प्राप्त के क्रिकेट कुमार क्रिकेट (Admin.)
प्राप्त के क्रिकेट कुमार क्रिकेट (Admin.)
प्राप्त करकार का क्रिकेट (Admin.)
प्राप्त सरकार का क्रिकेट (Admin.)

(Signature of Bidder with seal)