



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No.: PS/SSBG/Travel/0719

Dated: 18.07.2019

To

Dear Sir,

Subject: Tender for providing the services of air & rail ticketing and other travel related services at BHEL Offices (PS-SSBG/TS, Noida and PS-MG/PMG/HQ at Delhi).

BHEL PS-SSBG Office seeks quotation in one part from your esteemed organization to provide air & rail ticket bookings services required at its BHEL offices located at PS-SSBG/PS-TS, Plot no.-A-8-10, Kribhco Bhawan, Sector 1, Noida - 201301 and Power Sector, 4th floor, BHEL House, Siri Fort, New Delhi-110049 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.	PS/SSBG/Travel/0719 dated 18.07.2019
2	Description	Single Tender for Empanelment of Travel Agency for booking of Domestic Air & Rail tickets at PS-SSBG, Plot no.-A-8-10, Kribhco Bhawan, Sector 1, Noida - 201301 and Power Sector, 4 th floor, BHEL House, Siri Fort, New Delhi-110049
3	Tender Fee (In Rupees)	NIL
4	Release of Tender Document	18.07.2019
5	Earnest Money Deposit (EMD)	NIL
6	Due date & time of bid submission	26.07.2019 / 15:00 hrs
7	Bid Opening date & time	26.07.2019 / 15:30 hrs
8	Bid Validity	90 days from date of opening of bid

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

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

Sachin
18/7/19
सचिन कुमार चौहान/Sachin Kumar Chouhan
वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd.
ए. गव. ऑफ इंडिया (A Govt. of India Undertaking)
सिरी फोर्ट, नया दिल्ली/2nd Floor, Kribhco Bhawan
दिल्ली-110049
सेक्टर-1, नोएडा-201301

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



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Sachin
सचिन कुमार चौहान/Sachin Kumar Chouhan
वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.)
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(भारत सरकार का उपक्रम / A Govt. of India Undertaking)
हिंदीय हॉल, कुमको भवन/2nd Floor, Kribhco Bhawan
नॉइडा-201301/Sector-1, Noida-201301



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

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(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. 2.44 Crore**, incl. taxes.

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


2) SCOPE OF WORK

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 (BHEL offices located at PS-SSBG and PS-TS, Plot no. A-8-10, Kribhco Bhawan, Sector 1, Noida - 201301 and Power Sector, 4th floor, BHEL House, Siri Fort, New Delhi-110049). However, it is desirable to have an implant office at BHEL Office as mentioned above, 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:

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Bharat Heavy Electricals Limited

- 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) Security Deposit

The total amount of security deposit works out to be **Rs. 12.2 Lacs** (5% of contract value). Upon acceptance of tender, the contract must submit the security deposit in any of the following forms:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii) Local Cheques of Scheduled Banks (subject to realization)/Pay order/ Demand Draft / Electronic Fund Transfer in favor of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of contractor, a/s BHEL)
- v) Securities available from Indian Post Offices such as National Savings certificates, kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed / hypothecated/ pledged, as applicable, in favor of BHEL).

6) TERMINATION & FORECLOSURE OF CONTRACT


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

7) CHARGES NOT PAYABLE BY BHEL

BHEL will not pay any service charges for the services enumerated at S.No.2(b), 2 (d), 2(e). **However, applicable taxes shall be payable extra for the Air (domestic) & Rail**

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Sachin 4

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Services. Any statutory variation in the said taxes during the validity of the contract shall also be admissible.

- 8) **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.
- 9) 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.

10) **PAYMENT TERMS:**

The bills shall be submitted at two different locations separately. The bills for PS-SSBG & PS-TS shall be submitted at A8-10, 2nd floor, BHEL, Kribhco Bhawan, Sector-1, Noida and for PS-PMG/MG/HQ shall be submitted at Power Sector, 4th floor, BHEL House, Siri Fort, New Delhi-110049. The bills along with supporting documents shall be accepted on fortnightly basis and the payment shall be made separately from the above offices 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.

11) **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.

12) **TAXES & DUTIES**

- a) To enable BHEL avail GST Input tax credit, travel agency shall submit their GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law.
- b) 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 travel agency will be subjected to TDS, if any, as per the rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

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13) 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.

14) 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.

- 15) 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.

16) 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

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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."

17) 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.


18) 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.

19) 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.

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सेक्टर-1, नोएडा-201301/Sector-1, Noida-201301



- 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.

20) **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.


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Bharat Heavy Electricals Limited

TENDER NO.: PS/SSBG/Travel/0719

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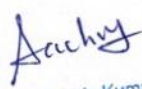

(Annexure-B)

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, 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.


 सचिन कुमार चौहान / Sachin Kumar Chouhan
वरि. अभियंता (प्रशासन) / Sr. Engineer (Admin.)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
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Bharat Heavy Electricals Limited

TENDER NO.: PS/SSBG/Travel/0719

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(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


सचिन कुमार चौहान/Sachin Kumar Chouhan
वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.)
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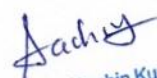

Dated : 18.07.2019

(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


 सचिन कुमार चौहान/Sachin Kumar Chouhan
वरि. अभियंता (प्रशासन)/Sr. Engineer (Admin.)
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(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:


सचिन कुमार चौहान/Sachin Kumar Chouhan
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(Annexure-F)

DETAILS OF AGENCY

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

 सचिन कुमार चौहान/Sachin Kumar Chouhan
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(Annexure-G)

PRICE BID

S.No.	Category of service	Tentative Business Volume, incl. taxes (in Lakh Rupees)	Service Charge (in %)	Remarks
A.	Air Travel			
1	Domestic Air Ticket Booking	234.00	_____	Quote service charge over & above the airline base fare
B.	Rail Travel			
1	Rail Ticket Booking	10.00	_____	Over & above the IRCTC billed amount

Note:

1. The above mentioned tentative business is indicative for tendering purpose only.
2. Payment shall be as per actual utilization of services.

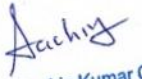
Signature:

Name:

Designation:

Company Seal:

Date:


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)
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सेक्टर-1, नोएडा-201301/Sector-1, Noida-201301