



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

TENDER NO.: AA:GAX:19:TA:105

Date: 28.02.2020

Due date & time of submission of bids: 06.03.2020, latest by 14:00 hrs.

Subject: Limited Tender for Empanelment of Travel Agency(s) for air & rail ticketing and other travel related services at BHEL Corporate Office, New Delhi.

BHEL intends to empanel Travel Agencies (max. 2 nos.) of repute to provide air & rail ticketing and other travel related services for its Corporate Office at BHEL House, Siri Fort, New Delhi - 110049 by inviting the offers from the following 3 govt. authorized agents, in two parts:

1. Ashoka 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.

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 in the following pages of this NIT.

Table I

| | | |
|----|---|--|
| 1 | Tender No. | AA:GAX:19:TA:105 |
| 2 | Description | Empanelment of Travel Agencies |
| 3 | Tender Fee (In Rupees) | NIL |
| 4 | Release of Tender Document | 28.02.2020 |
| 5 | EMD | NIL |
| 6 | Pre-Bid Meeting | 04.03.2020 / 10:30 hrs at BHEL House, Siri Fort, Delhi-110049 |
| 7 | Due date & time of bid submission | 06.03.2020, latest by 14:00 hrs. |
| 8 | Bid Opening (Part I) Date/time | 06.03.2020 at 15:00 hrs. |
| 9 | Bid Validity | 90 days from opening of Part I bid OR 60 days from opening of Part II bid, whichever is later |
| 10 | Security Deposit | NIL |
| 11 | Online source for tender documents, corrigendum & addendums | www.bhel.com www.eprocure.gov.in |

Bidders are requested to attend the pre-bid meeting as per schedule above in order to have a clear understanding of the requirements in total. All bidders shall keep themselves updated with the latest information regarding the tender, corrigendum & addendum by regularly checking the above mentioned websites.

राहुल सिंह / RAHUL SINGH
वरिष्ठ अभियंता / Senior Engineer
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, / BHEL House, Siri Fort,
नई दिल्ली-110049 / New Delhi-110049

For & on behalf of BHEL

28.02.2020
Rahul Singh
Senior Engineer (HR-GAX & ISMG)

BHEL Corporate Office, Siri Fort,
New Delhi – 110049

Off: 011 6633 7437 / 8527265678

Email: rahulsingh@bhel.in



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 J) 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 | PART I |
| 2 | Annexure-B: Technical Terms & Conditions / Specifications | |
| 3 | Annexure-C: Composition of bids | |
| 4 | Annexure-D: Acceptance Letter / Deviation Certificate | |
| 5 | Annexure-E: Declaration | |
| 6 | Annexure-F: Unpriced Bid | |
| 7 | Annexure-G: NEFT Format | |
| 8 | Annexure-H: Details of Agency / Bidder | |
| 9 | Annexure-I: Integrity Pact | |
| 10 | Annexure-J: Price Bid | PART II |





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Annexure-B

TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS

1) BUSINESS

Considering the past business volume, the approximate business volume for the next two years shall be as under:

- a. Domestic air travel: **Rs. 319.73 Lakhs**
- b. International air travel: **Rs. 508.34 Lakhs**
(incl. Visa & Passport related expenditures)
- c. Rail Booking: **Rs. 6.41 Lakhs**

The above figures are all-inclusive, indicative for tender purposes only & do not guarantee the business volumes during the contract period of two years. This may increase or decrease depending upon the actual requirements of BHEL.

2) SCOPE OF WORK

i) Empaneled agency(s) will be required to provide all tendered services to BHEL Corporate Office all-round the clock (24 hrs. x 7 days a week).

ii) Implant Office –

- a. Empaneled agency(s) shall be required to setup implant working office at BHEL Corporate Office.
- b. 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 (s).
- c. Implant office shall be active at all times, with at-least one executive, in line with the BHEL Corporate Office working days & hours.

iii) Detailed scope of work shall be as per details given below:

- a) Airline Tickets: Booking / cancelling / re-scheduling for domestic & international travel, to be arranged as soon as the direction of BHEL authorized official / approved Movement Order is received, but not later than 6 hours. Round the clock service on all days incl. holidays shall be required.
- b) The travel agency(s) has to get themselves mapped with all domestic & international airlines, which have a Corporate Deal with BHEL for exclusive benefits & privileges like cancellation waiver, free meal, discounts on fares, etc. For airlines with which BHEL does not have a corporate deal, it is desired that the empaneled agency(s) use their Corporate Deals to maximize the benefits to BHEL, without any financial implications to BHEL.
- c) Assisting in preparation of itineraries and also arranging / assisting in providing related services. Requirement shall be as under:
 - i. schedule & flights options as per requisition.
 - ii. most optimum alternative with marginal change in schedule/comfort

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- iii. most economic options with suggestions on change in schedules/flights (airlines) even with significant change in schedule.
- d) BHEL will prefer purchase of air tickets at most economical rates available so as to derive maximum benefit on air travel.
- e) **Railway Tickets:** Booking & cancellation of rail tickets for BHEL officials for their official tour to be arranged as soon as the direction of BHEL authorized official / approved Movement Order is received, but not later than 6 hours. Round the clock service on all days incl. holidays shall be required.
- 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 & international travel on short notice, as & when required.
- 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.
- j) **Passport & Visa:**
- a. Submission and processing of applications at the Passport Office and Embassies for obtaining passports and visas including collection of documents from the respective offices, arranging interviews, medical insurance & dummy tickets free of charge (for Visa process), if required, and handing over the same to the concerned at BHEL.
 - b. The actual charges paid for passport, visa fees, medical insurance, postal charges, etc. (if any) will be reimbursed by BHEL. No additional / overhead charges for the above shall be paid by BHEL.
- k) 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(VIPs) & Govt. officials, as per the requirements conveyed from time to time. Payment against this service shall be payable as per actual utilization of services.
- l) For each booking (air or rail), the agency shall be required to furnish the copy of booking confirmation sent by authorized BHEL official & approved Movement Order, as supporting documents, for confirming the authenticity of booking.
- m) Empaneled agencies shall be required to furnish Quarterly MIR for the total volume of business handled by them, latest by 10th day of commencement of next month.
- 3) Deviations from tender terms & conditions:





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- a. Deviation(s), if any, shall ONLY be indicated at Annexure-D in detail, mentioning the tender clause / condition not acceptable.
- b. Deviations mentioned elsewhere in the submission shall not be considered.
- c. BHEL holds the right to accept or reject 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 the 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 to submit the following rates / charges as per the Price Bid Format:

- i. **Air Tickets:** Quantum of Service Charges (positive or negative) offered by the bidder receivable / payable to BHEL in terms of % on anticipated business volume (domestic & international) for the contract period of two years, as per break up given in the Price Format (Annexure-F2) 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 for the contract period of two years, as per break up given in the Price Format (Annexure F2) 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 actual cancellation charges levied 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:**

- i. Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel maximum 02 nos. agencies, counter-offer of L1 rates shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second party shall be subject to matching the L-1 rates. *In case no other*





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bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.

- ii. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

- iii. The business allocation among bidders shall be as per table below:

| Outcome | No. of empaneled agencies | Business Allocation (based on total business in Rs., all inclusive) |
|---------|---------------------------|---|
| 1 | TWO | First empaneled agency(L1) – 60% Second empaneled agency – 40% |
| 2 | ONE | L1 – 100% |

Note: This business allocation is indicative and shall be dependent on factors like availability, suitability, dependability & reliability of the services, etc.

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 OR 60 days from the date of opening Part-II bids, whichever is later. 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, Terms and Conditions.

7) FORECLOSURE OF CONTRACT

BHEL reserves the right to foreclose the contract, in total or in parts, at its own discretion by giving ONE MONTH notice in writing. The empaneled agency shall have no claim whatsoever, in the event of foreclosure.

8) TERMINATION OF CONTRACT

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:

- Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
- Corrupt act of the contractor.
- Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
- Assignment, transfer, subletting of the contract work without BHEL's written

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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) 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.

10) VERIFICATION PROCESS

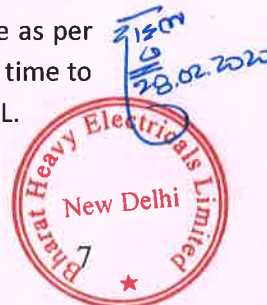
- i. BHEL may carry out the verification of air / rail tickets, as & when required, on random selection basis also. For this, requisite support (incl. submission of documents such as screenshot of GDS platform / web portal, ticket copy, etc.) from the travel agency and airlines / railways shall be required.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

11) 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. For this, the supplier's GSTIN shall be of the empaneled agency & receiver's GSTIN shall be of BHEL.
- b) The travel agency shall ensure strict compliance under GST Act & Rules incl. any amendments thereof, so that Input Tax Credit is available to BHEL. In case of any loss to BHEL on account of the travel agency's non-compliance, incl. all penalty(s) levied by the govt. authorities, the same shall be recovered from the empaneled travel agency.
- c) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the travel agency will be subjected to TDS, if any, as per the rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

12) PENALTY CLAUSE

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- a. The travel agency(s) 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 Agency(s) will be liable to pay a sum of Rs. 500/- per incident of delay or non-performance.
- 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.. Decision of BHEL shall be binding on the empaneled travel agency(s).
- c. In case, cancellation of the ticket is not made by the travel agency(s) 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(s) for that particular transaction.

13) 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 & binding on the empaneled travel agency(s).

- 14) 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.
- 15) **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.**
- 16) Bid 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.





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17) 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 clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications 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 must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

18) Integrity Pact

- i. 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.
- ii. **The IP as enclosed with the tender (Annexure-I) is to be submitted (duly signed by authorized signatory who signs in the tender) along with bid (Part I).** 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.
- iii. Details of IEM for this tender is furnished below:

a. **Name: Shri Arun Chandra Verma, IPS(Retd.)**

Address: Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida, U.P.

Email: acverma1@gmail.com

b. **Name: Shri Virendra Bahadur Singh, IPS(Retd.)**

Address: H.No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow-226010, U.P.

Email: vbsinghips@gmail.com

- iv. 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.

Note: 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.



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

a. Name: **Rahul Singh, Sr. Engineer (HR-GAX & ISMG)**

Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi-49

Email: rahulsingh@bhel.in

Phone: 011-66337437

Mob: +91 8527265678

b. Name: **Vinodanand Jha, AGM (HR-GAX & ISMG)**

Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi-49

Email: vnjha@bhel.in

Phone: 011-66337400

Mob: +91 9425604555

19) **BHEL Fraud Prevention Policy**

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> (& <https://www.bhelhwr.co.in/bhelweb/uploads/bhelfpp.pdf>) and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

20) The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.

21) 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.

22) 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.

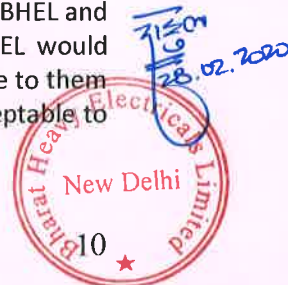
23) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

24) **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.

25) **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.

26) Lowest prices/service charge received against Tender need not be the 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.

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27) 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 contract.

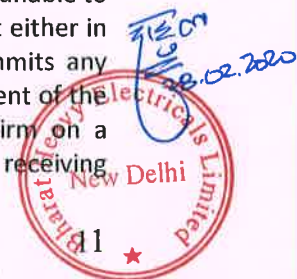
Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract 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.

28) 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 or a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving





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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 not so delivered or others of a similar description where stores 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/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/service made by the Purchaser/Service taker 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.

29) 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 dealings with them, who either fail to perform or are in default without any reasonable cause, cause 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 bidders shall adhere to the 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 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.





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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 and/or under applicable legal provisions.

- 30) **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.

31) 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.

32) 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.





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.

Bidders not quoting as per BHEL Format are liable to be rejected.

Bids shall be either dropped in Tender Box located at Gate 3 Reception, BHEL House, Siri Fort, New Delhi-110049 or posted / couriered to reach the office of the tender issuing authority, latest by 14:00 Hrs on or before the due date, in two parts as given below:

a) Part – I (Techno-Commercial Bid) – Envelope 1

The Part-I bid shall **ONLY** contain all details and documents as per Clause B, Annexure-A incl. all corrigendum / addendum, if any. No other document shall be submitted, unless asked by BHEL. These documents shall be sealed in an envelope labelled as 'Part-I Bid' along with BHEL tender ref. number, tender title, bidder name, bidding date & time legibly indicated.

Note: PRICE BID shall not be submitted in Part-I Bid.

b) Part – II (Price Bid) – Envelope 2

Part-II bid shall **ONLY** comprise of Price Bid Format (Annexure-F2), duly filled, signed & stamped. This shall be sealed in an envelope labelled as 'Part-II Bid', along with BHEL tender ref. number, tender title, bidder name, bidding date & time legibly indicated.

c) Master Envelope 3

This master envelope shall contain the above 2 sealed envelopes labelled as 'Tender Bid Master Envelope' along with BHEL tender ref. number, tender title, bidder name, bidding date & time legibly indicated.





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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. AA:GAX:19:TA:105 dated 28.02.2020. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm





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Annexure-E

DECLARATION

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

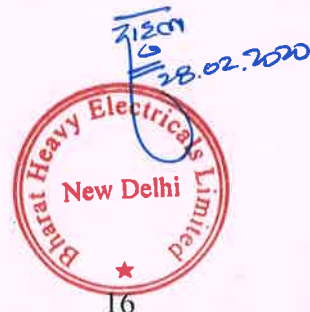
We also commit to adhere to the following:

1. Integrity Pact
2. BHEL Fraud Prevention Policy
3. BHEL Guidelines on Suspension of Business

Signature
(Name & Address of the Bidder with official seal)

Place:

Date:



| UNPRICED BID | | | | | | |
|---|--|--|---|--|--|---|
| BHEL TENDER NO. AA:GAX:19-TA:105 DATED 28.02.2020 | | | | | | |
| ANNEXURE F | | | | | | |
| SL. NO. | CATEGORY OF TRAVEL | QUANTUM OF LIKELY BUSINESS FOR 2 YEARS (IN Lakh Rs.) | 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 (IN Lakh Rs.)) | AMOUNT CHARGEABLE FROM BHEL IN CASE OF TRAIN TICKET (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL (IN Lakh Rs.)) |
| (1) | (2) | (3) | (4) | (5) | (6) = (3) X (4) | (7) = (3) X (5) |
| | | | | | | NET PAYABLE / RECEIVABLE BY BHEL (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL (IN Lakh Rs.)) |
| A | AIR (DOMESTIC) Booking | 319.73 | QUOTED / NOT QUOTED | 0.00 | NA | 0.00 |
| B | AIR (INTERNATIONAL) Booking | 508.34 | QUOTED / NOT QUOTED | 0.00 | NA | 0.00 |
| C | RAIL Booking (Normal & Tatkal) | 6.41 | 0.00 | QUOTED / NOT QUOTED | 0.00 | NA |
| D | NET Payable (+)/ Receivable (-) by BHEL for Evaluation (IN Lakh Rs.) D = A(8)+B(8)+C(8) | | | | | NA |

NOTES:

1. QUANTUM OF BUSINESS IS INDICATIVE & IS ALSO USED FOR THE PURPOSE BID EVALUATION.
2. TOTAL IMPACT OF RECEIVABLES & PAYABLE SHALL BE CONSIDERED FOR EVALUATION (SL. NO. D)
3. ALL BIDDERS ARE REQUIRED TO CIRCLE & TICK 'QUOTED' OR 'NOT QUOTED' AGAINST A(4), B(4) AND C(5) ONLY.
4. NO RATES SHALL BE QUOTED IN THIS ANNEXURE

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



(SIGNATURE OF THE BIDDER WITH SEAL)



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Annexure-G

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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Annexure-H

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 | GST - Registration No. | |
| 6 | PAN | |
| 7 | IATA Registration Details | |
| 8 | List of clients | |





INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 110049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

..... (description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s to empanel agencies for air & rail ticketing and other travel related services at it Corporate Office, New Delhi-49 through tender bearing ref. no. AA:GAX:19:TA:105 dated 28.02.2020. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

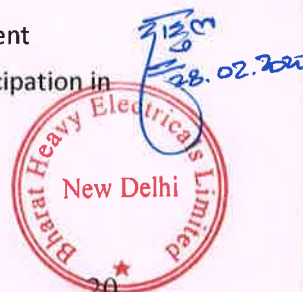
1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.





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- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

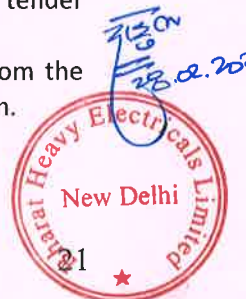
If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning / Suspension of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor, penalty equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.





Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.



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Bharat Heavy Electricals Limited

- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness:
(Name & Address)

Witness:
(Name & Address)



| PRICE BID | | | | | | | | | | ANNEXURE-J |
|---|--|--|--|---|---|--|-----------------|---|--|------------|
| BHEL TENDER NO. AA:GAX:19:TA:105 DATED 28.02.2020 | | | | | | | | | | |
| SL. NO. | CATEGORY OF TRAVEL | QUANTUM OF LIKELY BUSINESS FOR 2 YEARS (IN Lakh Rs.) | SERVICE CHARGE (+/-) / UNIT CHARGES (+/-) | | EVALUATED AMOUNT | | | NET PAYABLE / RECEIVABLE BY BHEL (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL (IN Lakh Rs.)) | | |
| | | | % 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 (IN Lakh Rs.)) | AMOUNT CHARGEABLE FROM BHEL IN CASE OF TRAIN TICKET (Prefix "+" if chargeable from BHEL and "-" if payable to BHEL (IN Lakh Rs.)) | (7) = (3) X (5) | | | |
| (1) | (2) | (3) | (4) | (5) | (6) = (3) X (4) | (7) = (3) X (5) | (8) = (6) + (7) | | | |
| A | AIR (DOMESTIC) Booking | 319.73 | _____ | 0.00 | _____ | 0.00 | _____ | | | |
| B | AIR (INTERNATIONAL) Booking | 508.34 | _____ | 0.00 | _____ | 0.00 | _____ | | | |
| C | RAIL Booking (Normal & Tatkal) | 6.41 | 0.00 | _____ | 0.00 | | _____ | | | |
| D | NET Payable (+)/ Receivable (-) by BHEL for Evaluation (IN Lakh Rs.) D = A(8)+B(8)+C(8) | | | | | | | | | _____ |

NOTES:

1. QUANTUM OF BUSINESS IS INDICATIVE & IS ALSO USED FOR THE PURPOSE BID EVALUATION.
2. TOTAL IMPACT OF RECEIVABLES & PAYABLE SHALL BE CONSIDERED FOR EVALUATION (SL. NO. D)
3. ALL BIDDERS ARE REQUIRED TO FILL THE BID VALUES AGAINST A(4), A(6), A(8), B(4), B(6), B(8), C(5), C(7), C(8) AND D.

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



(SIGNATURE OF THE BIDDER WITH SEAL)