



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section

Tender Document

Name of Work: Empanelment of Travel Agency for booking of domestic air and rail tickets for HEEP & CFFP
Tender Enquiry No.: BHEL/HEEP/WEX-WCS/19-20/7700/20190171 DT 14.03.2020
Due date of Tender Opening: 07.04.2020
Type of Bid: Two Part

Place of Submission of Tender / Bid:

***“Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)”***

Contact Person: Akhilesh Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: tenzin_n@bhel.in : akhil09@bhel.in, saurabhchandra@bhel.in

Phone: 01334-28-5491/1176; Fax: 01334-226460

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. General Instructions to Tenderer
3. General Terms & Conditions of Tender
4. Pre-Qualification Requirements (Annexure-A)
5. Technical Terms & Condition (Annexure-B)
6. Composition of Bids (Annexure-C)
7. Acceptance Letter/Deviation Certificate(Annexure-D)
8. Declaration (Annexure-E)
9. Experience Certificate(Annexure-F)
10. Evaluation Criteria(Annexure-G)
11. Details of Agency/Bidder(Annexure-H)
12. Certification regarding Payment/Verification/Audit Process(Annexure-I)
13. Un-Priced Bid(Annexure-J)

Part-II (PRICE BID)

1. Price Bid (Annexure-K)

I/We agree with the above

Signature of Bidder/Contractor with Stamp



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
 HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-285491	Fax	01334-226460
Email Address	tenzin_n@bhel.in , akhil09@bhel.in, saurabhchandra@bhel.in		
Contact Person	Akhilesh Kumar		
NIT Key.	20190171	Dated	14.03.2020
NIT No.	BHEL/HEEP/WEX-WCS/19-20/7700/20190171 DT 14.03.2020		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	Rs. 5,73,578/-		
Period of completion of work	24 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 2,86,78,883/-(GST extra as applicable)		
Last Date of Sale of Tender	06.04.2020	Time :	03:30PM
Last Date of submission of Tender	07.04.2020	Time :	01:45PM
* Date and Time for opening of Technical Bid	07.04.2020	Time :	02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two-part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However, date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: “Empanelment of Travel Agency for booking of domestic air and rail tickets for HEEP & CFFP”

Contracting Executive Name: Akhilesh Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.

I/We agree with the above

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- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID".
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "***NO DEVIATION STATEMENT***" shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

Note: -

1. In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Terms & Conditions of Tender

TABLE OF CONTENTS

1. GENERAL
2. DEFINITIONS
3. EARNEST MONEY DEPOSIT
4. SECURITY DEPOSIT
5. COMMERCIAL TERMS
6. SPECIAL CONDITIONS FOR MSME
7. SETTLEMENT OF DISPUTES/ ARBITRATION
8. RISK PURCHASE CLAUSE
9. FORCE MAJEURE CLAUSE
10. FRAUD PREVENTION POLICY
11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS
12. IMPLEMENTATION OF INTEGRITY PACT (IP)
13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE
14. RIGHT OF ACCEPTANCE
15. PRICE SCHEDULE
16. GST RELATED TERMS & CONDITIONS
17. SPECIAL POWERS OF TERMINATION
18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017
19. OVERWRITING IN PRICE BIDS
20. GENERAL NOTES

I/We agree with the above

Signature of Bidder/Contractor with Stamp

1. GENERAL

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

2. DEFINITIONS

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) **"THE CONTRACT"** shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The **"TENDER DOCUMENT"** means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The **"WORK"** means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The **"SITE"** means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The **"CONTRACTOR"** shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The **"ENGINEER-IN-CHARGE"** means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) **"APPROVED"** means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.
- (j) The **"CONTRACT SUM"** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The **"FINAL SUM"** means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The **"TIME OF COMPLETION"** is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A **"WEEK"** means seven days without regard to the number of hours worked in any day in that week.
- (n) A **"DAY"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

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- (o) A **"WORK DAY"** means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) **"DEVIATION ORDER"** means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) **"EMERGENCY WORK "** means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) **"PROVISIONAL SUM"** or **"PROVISIONAL LUMP SUM"** means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) **"PROVISIONAL ITEMS"** means items for which approximate quantities have been included in the tender documents.

3. EARNEST MONEY DEPOSIT

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
The EMD may be accepted only in the following forms:
- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - (iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. **(FDR should be in the name of the contractor, a/c BHEL)**
In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (d) Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, if:
- (i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - (ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

4. SECURITY DEPOSIT

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)

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- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour 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 the Contractor, a/c 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 favour of BHEL)
- (c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.
- (f) Refund of Security Deposit**
After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

5. COMMERCIAL TERMS

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

6. SPECIAL CONDITIONS FOR MSME

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

7. SETTLEMENT OF DISPUTES/ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

8. RISK PURCHASE CLAUSE

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

9. FORCE MAJEURE CLAUSE

I/We agree with the above

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Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

10. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS

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, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

12. IMPLEMENTATION OF INTEGRITY PACT (IP)

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 5 Crore or more. This pact shall be considered as a preliminary qualification for further participation.

12A. INTEGRITY PACT (IP)

i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C - 1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are mentioned on the first page of tender documents.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. RIGHT OF ACCEPTANCE

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

15. PRICE SCHEDULE

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation
NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

16. GST RELATED TERMS & CONDITIONS

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II. a) Unregistered Dealer
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) Dealer opting for Composition Scheme
In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-
 - a) Timely raising & submission of GST compliant Invoices
 - b) Timely receipt of Goods & Services
 - c) Timely and correct payment of applicable GST by supplier/contractor
 - d) Timely filing of return
 - e) Compliance of other applicable provisions on supplier/contractor:Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.
- VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl. No	PO No/ Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

I/We agree with the above

Signature of Bidder/Contractor with Stamp

17. SPECIAL POWERS OF TERMINATION

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

19. OVERWRITING IN PRICE BIDS

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 shall be liable for rejection.

20. GENERAL NOTES

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Subject: Empanelment of Travel Agency for booking of domestic air and rail tickets for HEEP & CFFP

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

Table I

1	Tender No.	
2	Description	<u>Empanelment of Travel Agency for booking of domestic air and rail tickets for HEEP & CFFP</u>
3	Tender Fee (In Rupees)	500/-
4	Release of Tender Document	
5	EMD	
6	Pre-Bid Meeting	
7	Bid Submission date/time	
8	Bid Opening (Part I) date/time	
9	Bid Validity	
10	Security Deposit/Performance Bank Guarantee	EMD of Rs.5,73,578 /- shall be converted into Security Deposit in case of successful bidders.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRE-QUALIFICATION REQUIREMENTS

- A. The bidder should have PAN (Permanent Account number) and GST Registration No. (Self-attested copy to be furnished)
- B. The bidder should have IATA (International Air Transport Association) approved travel agent. (Self-attested copy to be furnished)
- C. The bidder should be authorized IRCTC Rail ticket booking agency. (Self-attested copy to be furnished)
- D. The bidder's Average Annual financial turnover during the last 3 years ending 31st March 2019 should be at Rs. 86.00 lakhs.
- E. The Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. The bidder should have executed (or billed in case of currently executing order) three similar works/services with value not less than Rs. 114.70 lakhs Each.
or
 - b. The bidder should have executed (or billed in case of currently executing order) two similar works/services with value not less than Rs. 143.40 lakhs Each.
or
 - c. The bidder should have executed (or billed in case of currently executing order) one similar works/services with value not less than Rs. 229.43 lakhs .

“Similar Works/Service “refer to “providing Travel Service to PSUs/Central Government/State Government/ Autonomous Institutions/Corporate including MNC

I/We agree with the above

Signature of Bidder/Contractor with Stamp

TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS

1) **BUSINESS**

Considering the business volume of last two years & the anticipated growth, the approximate business volume for the next two years in respect of the BHEL Hardwar (HEEP & CFFP Units) shall be as under:

Estimated Business Volume for two years.

a) Domestic air travel	Rs. 216.41 Lakhs
b) Rail Booking	<u>Rs.70.37 Lakhs</u>
Total likely business	Rs.286.78 Lakhs (for two years)

The above figures (Rs. 286.78 Lakhs) are indicative for tender purposes only & does not guarantee the business volumes for the contract period of two years. This may increase or decreased depending upon the actual requirements.

2) **SCOPE OF WORK**

The travel agency will be required to provide services at BHEL, Hardwar (HEEP & CFFP Units). However, Services required for HEEP & CFFP units will be co-ordinated separately by authorized representative of the unit & separate billing for both units will be required. The travel agency will be required to provide dedicated services either remotely from backend office or by setting up of implant office at BHEL Hardwar, 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 ticket 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 instruction (through EMAIL, WHATSAPP or SMS) given by concerned BHEL Travel Desk Representative or User.
- c) **Booking of Railway Tickets:** Booking & cancellation of rail tickets for BHEL officials for their official tour shall be made immediately but not later than 6 hours of the intimation to the travel agency OR as directed by the officer authorized by BHEL and also ensuring timely delivery of tickets directly to the individual.
- d) The successful bidders shall assist in firming up the itineraries of BHEL officials for the domestic air travel as under:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- 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 authorize 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) EVALUATION CRITERIA AND AWRD OF CONTRACT

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

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

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

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

a) Air Tickets

Quantum of Service Charges (positive or negative) offered by the bidder receivable / payable to BHEL in terms of % on Basic Fare / Air Fare for air tickets on anticipated business volume of approx. Rs. 216.41 Lakhs (domestic) for the contract period of two years, as per breakup given in the Price bid (Annexure K). However, applicable taxes shall be payable extra.

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

b) Rail Tickets

The quantum of likely Railway Business, during the contract period of two years, shall be Rs.70.37 Lakhs (approx. 2352 train tickets under normal as well as tatkal booking) (Details in Price Bid refer Annexure K). The bidder shall indicate the % of Service Charges on ticket fare (Positive or negative), if any, over & above the IRCTC charges, on per ticket basis for reservation / cancellation.

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

c) Finalization of Award:

Based on the outcome of PBO, the bidder would be ranked from L1 position in order. Since BHEL intends to award the contract for the entire scope of work on L1 bidder.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

4. VALIDITY OF OFFERS

The offer submitted by the parties shall be valid for a period of 120 days from the date of opening of Part-I bid. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.

5. VALIDITY OF CONTRACT

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

6. TERMINATION & FORECLOSURE OF CONTRACT

Based upon the feedback from the users about deficiency in service, BHEL reserves the right to terminate OR foreclosure 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 charge for the services enumerated at S.No.2(b), 2(d), 2(e) of Annexure B. 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 be admissible.

8) PAYMENT TERMS:

The bills along with supporting vouchers shall be accepted on fortnightly basis and the payment, excluding GST & notional interest there on, shall be made within 15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties clause. No interest shall be payable for delay in making the payment.

9) VERIFICATION PROCESS

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

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

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

10) TAXES & DUTIES

- a) To enable BHEL Haridwar to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law.
- b) The contractor has to submit their GST registration certificate to respective BHEL

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Hardwar within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to contractor.

- c) BHEL Hardwar 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 be come applicable against documentary evidence.
- e) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f) Travel Agent shall issue GST compliant invoice for entire air/rail fare including agency commission under his GSTIN OR two separate GST compliant tax invoices i.e. one Tax invoice raised by the airlines/railways for air/rail travel services in the name of respective BHEL Units(HEEP & CFFP) and other GST compliant tax invoice in line with GST invoice rules raise by travel agent towards commission charges as charge by travel agent.
- g) Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in in GSTR-I return/GST ANX-1 filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- h) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay infilling of GSTR-I/GST ANX-1 return or delay in/non-payment of tax to Govt. b y contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's adjusted against GST amount not paid as indicated under (g) above.
- i) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-I/GST ANX-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-I/GST ANX-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

11) Penalty Clause

- a) The empanelled agency must book the ticket at the earliest after receipt of the Movement Order from the concerned BHEL Travel Desk Representative but in any case within 06 hours from the time of receipt of the Movement Order. In the event of failure to do so the Travel Agent will be liable to pay a sum of Rs.500/- per incident of delay.
- b) The empanelled travel agent must book the ticket strictly at the most economical fare available for the indicted time slot, as per the Deal Code of various airlines with BHEL (as provided by BHEL) unless otherwise specified in the Movement Order or as per the written instructions (through EMAIL, WHATSAPP or SMS) given by concerned BHEL Travel Desk Representative. Failing to do so shall lead to penalty of rs.500/- per incident.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- c) In case, no cancellation of the ticket is not made by the empanelled 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 empanelled travel agency for that particular ticket.

12) Review of Contract

In the event of any unforeseen change in the existing practices of aviation industry, subject to production of documentary evidence, (for example, IATA / Airline commission and discounts being passed on to the travel agents), BHEL reserves the right to review the contract to protect the mutual interests and take action as deemed appropriate. The decision of BHEL in this regard shall be final.

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

- 13) The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

14) 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

15) JURISDICTION OF COURT

Courts at Haridwar 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.

16) SETTLEMENT OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Haridwar courts only.

DISPUTE RESOLUTION THROUGH BHEL CONCILIATION SCHEME 2018

- BHEL has framed the 'Conciliation Scheme 2018' shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996. The conventional methods of dispute resolution are often time consuming and costly.
- A copy of the said scheme made available on BHEL web site <http://www.bhel.com/pdf/Brif Procedure under BHEL Conciliation Scheme%202018.pdf>
- Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the seller/Travel Agency to the purchaser, whose decision shall be final to the parties hereto.
- Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settle through arbitration.
- However, the seller/Travel Agency shall continue to perform the Order/contract, pending settlement of dispute(s).

I/We agree with the above

Signature of Bidder/Contractor with Stamp

COMPOSITION OF BIDS

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

Bids shall be dropped in Tender room, purchase deptt, 4th floor, Main administrative building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

a) Part – I (Techno-Commercial Bids)

The Part-I bid shall contain all details and documents as given below. No Price details are to be furnished in Part-I of the bid. Bidder should submit all the documents mentioned below.

- 1) EMD document of Rs.5,73,578/-.
- 2) Copy of PAN card & GST Registration Certificate duly signed and stamped by the bidder.
- 3) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2016-17, 2017-18, 2018-19. In case of Profit & loss account showing "Commission" as "income", the bidder must submit a certificate duly certified by CA indicating "Gross sale/Billing to Customer".
- 4) Copy of acknowledgements of IT return of last three financial years i.e. FY 2016-17, 2017-18 & 2018-19 (AY 2017-18, 2018-19, 2019-20).
- 5) Only work orders (issued in last 7 years ending 29.02.2020 only) and supporting work experience certificates (as per format given at Annexure F) from the clients shall be submitted as proof against S. No. E of PQR. In case of unavailability / Non-disclosure agreement of Work Order, the bidder can submit the experience certificate from the concerned customer in the format given at Annexure F only. In case of currently executing contract, the total billing from start of contract till 29.02.2020 should clearly be mentioned in Annexure F. BHEL reserves the right to verify the correctness of the certificates of the clients.
- 6) List of clients, including PSUs, if any.
- 7) List of Offices in India and abroad.
- 8) IATA Registration Certificate.
- 9) List of airlines along with applicable rates of commission.
- 10) Duly filled all relevant annexures.
- 11) Duly signed and stamped complete tender document

a) Part – II (Price Bid)

Part II bid shall comprise of Price bid (Annexure-"K"), duly filled, as per the enclosed instructions/details

NOTE:

1. "Bidder must not that the bid should be submitted as per the details given at Annexure C (Composition of Bids) of tender enquiry dated Price to be filled-in strictly as per the Price Bid Format (Annexure-G). Failing to do so shall lead to rejection of Bid."
2. "Bidders are requested to quote in two parts. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/documents from the bidder. Otherwise, the bid is liable to be rejected."

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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. _____ . Deviations

If any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

I/We agree with the above

Signature of Bidder/Contractor with Stamp

DECLARATION

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

SIGNATURE OF THE BIDDER WITH SEAL

I/We agree with the above

Signature of Bidder/Contractor with Stamp

EXPERIENCE CERTIFICATE

1	Name & Contact Details of Travel Agent	
2	Name & Contact Details of the Client	
3	Details of Service Provided	
4	Work Order No. / Agreement No. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order	YES / NO (If marked No, then submit the copy of Work Order/Agreement)
6	Start & End Date of Contract (Start date should not be more than 7 years Ending on 29.02.2020)	
7	Gross amount of work completed (or done till 29.02.2020)	
8	Name & Contact details of Authority under Whom works performed	
9	Overall Quality of Service	Outstanding/V.Good/Good/Poor

Signature & Stamp of Dealing Official

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-G

EVALUATION CRITERIA

S.No.	Category of service	Tentative Business Volume, Excl. taxes (in Lakh Rupees)	% Service Charge (+)/Discount (-) on base fare for air ticket/Rail ticket	Total amount service charge (+)/Discount (-)	Total amount payable after adding service charge or subtracting discount (Value in Rs.)
(1.)	(2)	(3)	(4)	(5)=(3)x(4)	(6)=(5)+(3)
A.	Domestic Air Ticket Booking	216.41			X
B.	Rail Ticket Booking(Normal & Tatkal)	70.37			Y
C.	Total value for air booking and rail ticket booking after service charge/Discount				(X+Y)

Evaluation Criteria:

L1 shall be decided on the basis of lowest total as per S. No. C (=X+Y) as mentioned above.

Note:-

1. Taxes applicable shall be payable extra & hence not to be included in the above prices.
2. The abovementioned tentative business is indicative for tendering purpose only.
3. Payment shall be as per actual utilization of services.
4. Applicable GST shall be payable extra, hence not to be included in the above prices.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

DETAILS OF AGENCY/BIDDER

1	Name of the Travel Agency	
2	Name of the Authority 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	

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Certification regarding Payment / verification / Audit Process

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

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

SIGNATURE OF THE BIDDER WITH SEAL

I/We agree with the above

Signature of Bidder/Contractor with Stamp

UNPRICED BID

Name of Work: Empanelment of Travel Agency for booking of domestic air and rail tickets for HEEP & CFFP.

NIT No.: BHEL/HEEP/WEX-WCS/19-20/7700/20190171 DT 14.03.2020

Estimated Value: Rs. 2,86,78,883/-

EMD Value: Rs. 5,73,578/-

Tender Cost: Rs. 500/-

S.No.	Category of service	Tentative Business Volume, Excl. taxes (in Lakh Rupees)	% Service Charge (+)/Discount (-) on base fare for air ticket/Rail ticket
A.	Domestic Air Ticket Booking	216.41	XXXXXXXXX % (in words...XXXXXXXX above/below
B.	Rail Ticket Booking(Normal & Tatkal)	70.37	XXXXXXXXX % (in words...XXXXXXXX above/below

Note:

1. Taxes applicable shall be payable extra & hence not to be included in the above prices.
2. Evaluation will be done on Total Value for Air Ticket Booking & Rail ticket booking service charge/Discount (S.NO C) i.e. on Total L-1 Basis
3. The abovementioned tentative business is indicative for tendering purpose only.
4. Payment shall be as per actual utilization of services.
5. Applicable GST shall be payable extra, hence not to be included in the above prices.

We confirm that the prices quoted by us above are as per the Tender Terms & conditions.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRICE BID

Name of Work: Empanelment of Travel Agency for booking of domestic air and rail tickets for HEEP & CFFP.

NIT No.: BHEL/HEEP/WEX-WCS/19-20/7700/20190171 DT 14.03.2020

Estimated Value: Rs. 2,86,78,883/-

EMD Value: Rs. 5,73,578/-

Tender Cost: Rs. 500/-

S.No.	Category of service	Tentative Business Volume, Excl. taxes (in Lakh Rupees)	% Service Charge (+)/Discount (-) on base fare for air ticket/Rail ticket
A.	Domestic Air Ticket Booking	216.41% (in words..... above/below
B.	Rail Ticket Booking(Normal & Tatkal)	70.37% (in words..... above/below

Note:

1. Taxes applicable shall be payable extra & hence not to be included in the above prices.
2. Evaluation will be done on Total Value for Air Ticket Booking & Rail ticket booking service charge/Discount (S.NO C) i.e. on Total L-1 Basis
3. The abovementioned tentative business is indicative for tendering purpose only.
4. Payment shall be as per actual utilization of services.
5. Applicable GST shall be payable extra, hence not to be included in the above prices.

We confirm that the prices quoted by us above are as per the Tender Terms & conditions.

I/We agree with the above

Signature of Bidder/Contractor with Stamp