



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / Human Resources Management

ID/ HRM/ A041/ Air-Rail Tickets-ENQ

28th June 2019

Sub: Tender for providing air & train ticketing and other travel related services at BHEL Office, New Delhi.

BHEL Office seeks offers in two part bid from your esteemed organization to provide air and rail ticket bookings and other travel related services required at its office located at BHEL, Lodhi Road, New Delhi – 110003, for a period of two years. Date of opening of the technical bid shall be the due date of submission of offer as mentioned in the tender document. The services to be provided and the terms and conditions are mentioned in the following pages.

Name of Services	:	Limited tender for the services of air & rail ticketing and other travel related services
NIT No. and date	:	ID/ HRM/ A041/ Air-Rail Tickets-ENQ dated 28.06.2019
Last Date & Time for Submission of Tender	:	Up to 1500 hours of 15.07.2019
Date & Time of Opening	:	1500 hours of 15.07.2019
Tender Cost	:	Nil
Earnest Money Deposit	:	Nil
Bid Validity	:	90 days

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

Thanking you.

For & on behalf of
Bharat Heavy Electricals Ltd.

अनिल कुमार सिंह / A. K. SINGH
उप निदेशक (मानव संसाधन) / Senior Manager (HRM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / BHEL
उद्योग क्षेत्र, एकीकृत कार्यालय छावनी, लोधी रोड
नई दिल्ली, भारत 110003
New Delhi-110003



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Annexure-A

TERMS & CONDITIONS OF THE CONTRACT

1) BUSINESS

Considering the past data, the approximate business volume for the next two years is estimated to be ₹ 2.75 Crores plus applicable taxes.

The above figure is indicative for tender purpose only and does not guarantee the business volume for the contract period of 02 years. This may increase or decrease depending upon the actual requirements.

2) SCOPE OF WORK

The travel agency will be required to provide air and rail ticket booking services for BHEL, Lodhi Road office, for Pan-India travel. The travel agency will be required to provide services at all times on all days of the week.

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 4 hours of the intimation to the travel agency OR as directed by the officer authorized by BHEL and also ensuring timely delivery of the tickets directly to the individual.
- b) BHEL will prefer purchase of air tickets at the most economical fare available for the indicated time slot, as per the Deal Code of various airlines with BHEL (as provided by BHEL) unless otherwise specified in the Movement Order or as per the written instructions (through EMAIL, WHATSAPP or SMS) given by concerned BHEL Travel Desk Representative or User.
- c) The successful bidder shall assist in firming up the itineraries of BHEL officials for the domestic air travel as under:
 - i) Schedule & Flights as per requisition.
 - ii) The most optimum alternative with marginal change in schedule/comfort.
 - iii) Most economic options with suggestions on change in schedules/flights (airlines) even with significant change in schedule.
 - iv) Provide boarding passes to the travelers



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The ticket bookings will be finalized and passed on by an authorized representative of BHEL.

- d) **Protocol Services:** Protocol services by trained staff on departure and arrival at Delhi to the senior officials of BHEL while going on official tours and occasionally for non-BHEL high dignitaries, shall also be provided by the travel agency as required by BHEL. This service shall be required in rare cases and has to be free of charge.
- e) **Excess Baggage:** If, during the ticket booking, the traveler informs about excess baggage, the travel agency shall be required to book accordingly for the excess baggage, however, charges for excess baggage shall be payable extra by BHEL based on actual requirements.
- f) **Booking of Railway Tickets:** Booking & cancellation of rail tickets for BHEL officials for their official tour shall be made immediately but not later than 4 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. The ticket cost has to be inclusive of insurance charges applicable per passenger.

In case, rail ticket is to be booked through tatkal mode, the time limit of 4 hours shall not be applicable.

- g) The travel agency shall be responsible to ensure that all services are provided to BHEL during / after office hours, including holidays.
- h) Monthly/ fortnightly information report (in Microsoft Excel) of all the ticket booking/ modification/ cancellation requests received is to be submitted to the officer authorised by BHEL.

3) **VALIDITY OF OFFERS**

The offers submitted by the travel agency shall be valid for a period of 90 days from the date of opening of bid. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.

4) **EVALUATION CRITERIA**

Price Bids of only the technically qualified bidders shall be opened on a later date. Evaluation of Price Bid shall be done on the basis of **Total Evaluated Cost** as indicated in Price Bid (Annexure G).

In the event of more than one bidder having identical **Total Evaluated Cost** and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised price bids.



If distinct L1 rate isn't arrived at after submission of revised bids and the tie prevails between more than one bidders for **Total Evaluated Cost**, then the L1 will be decided based on lottery which will be carried out in the presence of all the L1 bidders or their representatives who choose to be present.

Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.

If the Service Charge/ Discount percent is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be considered as numeral zero.

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 / Service Charges, Terms and Conditions.

6) **TERMINATION & FORECLOSURE OF CONTRACT:**

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

7) **PAYMENT TERMS:**

The GST compliant 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 compliant 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.

8) **VERIFICATION PROCESS**

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

9) **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. While submitting tax invoices, the travel agency also has to submit a report of deposit of GST pertaining to tax invoices generated during the preceding months in the prescribed format as per Annexure H.



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- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case, GST input tax credit for an invoice does not reflect in BHEL's account on GST portal within 02 months from the date of generation of invoice, BHEL shall deduct the GST amount of respective invoice from the current invoice.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d) Payment to the travel agency will be subjected to TDS, if any, as per the rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

10) DISCREPANCY / CANCELLATION CLAUSE

- a) If a discrepancy is found in the air / train ticket such as wrong flight no., destination, traveler's name etc., owing to travel agent's mistake, the cancellation / rescheduling/ correction charges have to be borne by the travel agent.
 - b) In case, cancellation of the ticket is not done by the travel agent even after written communication (through EMAIL, WHATSAPP or SMS) requesting such cancellation has been made by the Executive concerned or by the BHEL Travel Desk representative within the permissible time (as per the Airline Rules) for making the cancellation, no payment shall be made to the travel agency for that particular transaction.
- 11) 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> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- 12) No deviation from the terms and conditions of the tender are acceptable. The bidder has to submit **"Acceptance/ No Deviation certificate"** on bidder's official letterhead as per the format enclosed at Annexure 'C'.

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.



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- 14) BHEL at any time, during execution of contract, may go with the Travel Credit Card to avail maximum benefit. Accordingly, the travel agency shall have to accept the same during execution of contract.

15) ARBITRATION

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

16) 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.

17) 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.

18) DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Service Provider / Agency fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Agency being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any



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assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Agency (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Agency's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Agency (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Agency (Service Provider) and the Seller/Agency (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Agency (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Agency (Service Provider) shall on no account be entitled to any gain on such repurchases.

19) **FORCE MAJEURE:**

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.



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Annexure-B

COMPOSITION OF BIDS

Bids shall be dropped in Tender Box located at Reception, BHEL, Lodhi Road latest by _____ on or before the due date, comprising of:

A. Technical Bid:

- 1) Complete tender document, duly filed, signed & stamped by an authorized representative of the agency, as a token of acceptance of all tender terms & conditions.
- 2) Unpriced Bid, i.e. cancelled price bid format without rates, duly signed and stamped by an authorized representative of the agency.
- 3) Copy of PAN Card & GST Registration Certificate duly signed and stamped by the authorized representative of the agency.
- 4) IATA Registration Certificate.
- 5) Notarised Power of Attorney certificate for Authorised Signatory of bidding organisation
- 6) Copy of cancelled cheque of the bidder

B. Price Bid:

Price Bid format duly filled, signed and stamped by authorised signatory of the bidder.

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

The complete bids in all respects shall be addressed to the following official and reach latest by 1500 hours on 15.07.2019.

Anil Kumar Singh
DGM (HR-Admin)
Bharat Heavy Electricals Limited – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi
Delhi – 110 003



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Annexure-C

ACCEPTANCE LETTER / NO 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 and deviations, if any, mentioned anywhere in our bid may be treated as null and void by BHEL.

Signature:

Name:

Designation:

Company Seal:

Date:



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Annexure-D

DECLARATION

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

Signature:

Name:

Designation:

Company Seal:

Date:



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Annexure-E

RTGS / 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-F

DETAILS OF AGENCY

1	Name of the Travel Agency	
2	Name of the Authorized Representative	
3	Address for communication	
4	Telephone No. (Office) (Mobile) (Fax) (email Address) (Website Address-if any)	
5	Date / year of commencement of Business	
6	GST - Registration No.	
7	IATA Registration Number	
8	24 X 7 Helpdesk Number (for booking/ modification/ cancellation requests beyond office hours and/ or on holidays)	
9	Any other information	

Signature

Signature:

Name:

Designation:

Company Seal:

Date:



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Annexure-G

PRICE BID FORMAT

Sl. No.	Category of service	Service Charge per passenger per sector (in % or ₹)	Discount per passenger per sector (in % or ₹)	Remarks
1	Domestic Air Ticket Booking	A =	B =	Quote service charge / discount over & above the airline base fare
2	Rail Ticket Booking	C =	D =	Quote service charge / discount over & above the IRCTC billed amount

Evaluation Methodology:

1. 2500 number of air tickets are assumed to be booked during two years with an approx. expense of ₹ 10,000 per passenger per sector. Service charge and discount shall be converted into Rupees (₹), if required, on the basis of above assumption.
2. 1000 number of train tickets are assumed to be booked during two years with an approx. expense of ₹ 2,000 per passenger per sector. Service charge and discount shall be converted into Rupees (₹), if required, on the basis of above assumption.
3. **Total evaluated cost (Total Service Charge – Total Discount) shall be worked out on basis of the above to identify the L1 bidder.**
4. The above mentioned tentative business is indicative for tendering / evaluation purpose only.

Note: Payment shall be as per actual utilization of services.

Signature:

Name:

Designation:

Company Seal:

Date:



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Annexure-H

DECLARATION OF FILING OF GST RETURN

Declaration Month: Month / Year

Preceding Month	Month / Year	GSTR-1 Filing Date	Amount pertaining to invoices of BHEL, Lodhi Road
Preceding Month 1			
Preceding Month 2			
Preceding Month 3			

Signature:

Name:

Designation:

Company Seal:

Date:

Amish