

Name of Woks: RATE CONTRACT FOR BOOKING AIR TICKETS (DOMESTIC &INTERNATIONAL) AND RAIL TICKETS FOR BHEL, TRICHY OFFICIALS FOR TWO YEARS.

Enquiry No: 9241600075 /20.05.2016

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9241600075 /20.05.2016																
2.	Name of works	RATE CONTRACT FOR BOOKING AIR TICKETS (DOMESTIC &INTERNATIONAL) AND RAIL TICKETS FOR BHEL, TRICHY OFFICIALS FOR TWO YEARS.																
3.	Location of work	BHEL, TRICHY.																
4.	Period of contract	24 months from the date of award of contract.																
5.	Earnest Money Deposit	₹2,00,000/-																
6.	Tender Document details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A] Part-I Technical Bid</td> <td style="text-align: right;">Pages</td> </tr> <tr> <td>Part-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>Part-1B (Scope of Work & Technical Terms and Conditions)</td> <td style="text-align: right;">03</td> </tr> <tr> <td>Part-1C (General Terms & Conditions of Contract)</td> <td style="text-align: right;">07</td> </tr> <tr> <td>Part-1D (Special Terms & Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>Integrity Pact (Annexure-A)</td> <td style="text-align: right;">04</td> </tr> <tr> <td>B] Part- II Price Bid</td> <td style="text-align: right;">Pages</td> </tr> <tr> <td>Part-2 (Price bid)</td> <td style="text-align: right;">01</td> </tr> </table>	A] Part-I Technical Bid	Pages	Part-1A (Technical Bid-Qualifying Criteria)	02	Part-1B (Scope of Work & Technical Terms and Conditions)	03	Part-1C (General Terms & Conditions of Contract)	07	Part-1D (Special Terms & Conditions of Contract)	02	Integrity Pact (Annexure-A)	04	B] Part- II Price Bid	Pages	Part-2 (Price bid)	01
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7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014																
8.	Last Date for Receipt of Tender	21.06.2016/ 14:00 Hrs.																
9.	Date of Techno Commercial Bid Opening	21.06.2016/ 14:30 Hrs.																
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified Travel agencies.																
11.	The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender	Shri. D.R. S Chaudhary, IAS (Retd.) E-1/164,ARERA COLONY Bhopal-462016 (M.P) Ph. No.: 0755-4050495 e-mail: dilip.chaudhary@icloud.com																

Place:
Date:

Signature of the Tenderer
with seal & full address

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INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on 21.06.2016 and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 14.30 (IST) on 21.06.2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay.

Travel agency has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

- a. The first envelope shall contain DD for EMD, super scribed as EMD Cover for NIT / Enquiry No.
Note: **1.Offer without EMD will be rejected**
2. Offer with EMD in any form other than DD/Pay Order/One time EMD will be rejected.
- b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
- c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No.

The Techno Commercial Bid will be opened on 21.06.2016 at 14.30 Hrs. (IST).

Note:

- 1.The contract will be awarded for a period of 24 months from the date of ordering.
- 2.The rates shall be firm for the entire period of the contract.
- 3.If the Travel agency is not able to provide the sufficient service/back outs as indicated in the bid, the Travel agency is liable for forfeiture of the EMD/Security deposit paid.
- 4.**Evaluation of the offer shall be done on the basis of Discount (Maximum discount) offered to BHEL in Air ticket booking and Service charge (Minimum) paid by BHEL for Rail ticket booking.**
- 5.BHEL reserves the right to increase or decrease the Tendered quantity.
- 6.BHEL does not guarantee ordering of any minimum quantity.
- 7.Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
- 8.All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the Travel agency. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the Travel agency and recovered as a due from any pending / future bills.
9. In case contract is not executed by any Travel agency after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such Travel agencies and also suitable action will be taken by BHEL on those Travel agencies as deemed fit.

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Place:
Date:

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) Should a Travel agency find discrepancies or omissions in the Tender documents or should there be 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. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New Travel agency responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Travel agency concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Travel agency concerned. In the latter case, a copy of Power of Attorney, duly self-attested must be submitted along with offer.
- (g) If a Travel agency deliberately gives wrong information in its Tender or creates conditions favorable for the acceptance of its Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Travel agency who resort to canvassing will be liable for rejection.
- (j) Should a Travel agency or in the case of a firm or company of Travel agency / any of its shareholder's or shareholder's relative is employed in BHEL, 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.
- (k) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (l) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (m) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

NOTE

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the Travel agency if, BHEL discovers at any time that any statement made by the Travel agency in the affidavit cum undertaking is false, fraudulent

Or

Any document submitted by the Travel agency was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Travel agency.

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Date:

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ANNEXURE-1A

PART-I (TECHNO COMMERCIAL BID)

A: Travel agency / Bidder Profile

Sl.No	Description	Details
1	Name of Company / Firm /Agency	
2	Status of the Company / Firm / Agency (Relevant documents must be enclosed)	() Public Limited; () Private Limited () Partnership Firm; () Single Ownership () Others.(Please Specify)
3	Name of Owner / Partner of Firm / Agency	
4	Address for Correspondence:	
5	Contact Details:	
5.1	Landline	Office Residence
5.2	Cell Phone	Office Residence
6	E-mail ID	
7	List of offices in India & abroad	
8	List of clients, including PSUs, (If any)	
9	BHEL Travel agency Code (If any)	
10	Authorized person's details for tender process correspondences.	Name : Designation : E-mail id. : Office phone : Mobile number :

Place:
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TECHNICAL BID (QUALIFYING CRITERIA)

B: Qualifying Criteria:

SL.No	Particulars	Compliance status
1.	EMD(EMD Amount: ₹ 2.0 Lakhs) (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI Travel agency upon verification.)(Copy of valid Certificate to be enclosed)	Amount:₹ Bank & Branch: DD No. : Date :
2.	Travel Agency shall be Registered with Department of Tourism, Govt. of India. (Details & Self-attested copy to be furnished)	
3.	Travel Agency shall be approved by IATA. (Details & Self-attested copy to be furnished)	
4.	Travel Agency shall be Registered with IRCTC. (Details & Self-attested copy to be furnished)	
5.	Financial Soundness :Minimum Average Annual Turnover of ₹ 200 Lakhs(in any of the following manner given below) for any of the two consecutive years out of four years i.e., 2011-12, 2012-13, 2013-14 and 2014-15 (Assessment Year 2012-13, 2013-14, 2014-15 & 2015-16). (Documents to Prove Financial Soundness of the Firm to be attached)	
5.1 (a)	Balance Sheet for Assessment Year indication CA membership number of the auditor.	Assmt. Year
		2012-13
		2013-14
		2014-15
		2015-16
Average Annual Turn Over for any Two consecutive year.		Turn Over (₹)
AND		
5.1 (b)	Profit & Loss Account for Assessment Year indication CA membership number of the auditor.	Assmt. Year
		2012-13
		2013-14
		2014-15
		2015-16
Average Annual Turn Over for any Two consecutive year.		Turn Over (₹)
OR		
5.2	Copy of Income Tax submission acknowledgment for Assessment Year.	Assmt. Year
		2012-13
		2013-14
		2014-15
		2015-16
Average Annual Turn Over for any Two consecutive year.		Turn Over (₹)
6.	Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)	
7.	Service Tax Registration (Details & Self-attested copy to be furnished)	
8.	Integrity Pact to be signed (As per enclosed format attached as annexure-A)	
9.	Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract. (Annexure-1C)and Special Terms & Conditions of Contract (Annexure-1D)	

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS &CONDITIONS

BHEL intends to engage Travel Agencies of repute to provide travel related services for its offices located in Tiruchirappalli Unit, TamilNadu. The services to be provided and the terms and conditions are mentioned below. The approximate anticipated expenditure that would be incurred by the offices located in Tiruchirappalli Unit for the period of two years will be as follows:

- | | |
|-----------------------------|----------------|
| a) Domestic Air Travel | ₹ 9.00 Crores. |
| b) International Air Travel | ₹ 0.80 Crore. |
| c) Railway Ticketing | ₹ 0.20 Crore. |

The above figures are only indicative and not commitment.

SCOPE OF WORK:

Ticket Booking:

Services are required for booking of Air Tickets (both Domestic and International)/Rail Tickets on all days inclusive of Sundays/Holidays and odd hours also.

Receiving requests from Administration Department through E-mail/photo copy /Fax for booking/rerouting/cancellation/refunds of Air Tickets/Rail Tickets.

Air tickets/Rail Tickets have to be arranged through Electronic Ticketing System with least fare air tickets and Confirmed Air/Rail Tickets.

E-tickets should be sent through E-mail immediately to the individual and Administration Department for verification.

Benefits arising out of any agreement between BHEL and any Air Lines with respect to ticket booking shall be availed by the agency and passed on to BHEL.

The Travel agency shall be passing BHEL entire commission, if any, being received by them from the airlines. The Travel agency shall submit a proof of commission being paid to them by Airlines on quarterly basis. The Travel agency is required to confirm that after award of contract if any fresh commission is paid by the Airlines to Agency or increasing the existing commission due to volume of business the same shall also be passed on to BHEL in toto.

The successful Travel agency shall assist in firming up the itineraries of BHEL officials for the international / domestic air travel as under:

- I. Schedule & Flights as per requisition.
- II. The most optimum alternative with marginal change in schedule/comfort.

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III. Most economic options with suggestions on change in schedules/flights (airlines) even with significant change in schedule.

The Travel agency shall be responsible and ensure booking / delivery / cancellation of domestic / international air and rail tickets to the concerned official during / after office hours, including holidays. The space for the in plant office shall be provided by BHEL free of cost. The other facilities like fax, telephone, computer, printer, etc. shall be arranged by the travel agency.

The Normal working hours shall be 09:30 Hrs. to 17:30 Hrs. The tickets should be booked within 30 minutes from the time of receipt of request from Administration. In case any request is received after 17:30 Hrs. which could not be processed on the same day, shall be processed on next working day before 10:00 Hrs.

BHEL will prefer purchase of air tickets (Domestic & International) at most economical rates available so as to derive maximum benefit in air travel.

The responsibility of showing proof that the ticket is booked at the lowest fare lies with the Travel Agency. Agency has to keep

- i) Screenshot of its own or any air ticketing web portal which shall show the list of flights available and the corresponding fares for the same destination with timings +/- 30 minutes from the required flight date and time. This screen shot should be an evidence to show that the flight chosen is reasonably economical.
- ii) Screenshot of the Official Airlines website with the fare indicated at the time of booking. The fare at which the ticket is being booked by the agency should not be more than this fare.
- iii) Evidence for having booked the ticket within 30 min from the time of receipt of the request.

Bill submitted by the Agency will be processed, only if it is associated with the printouts of the documents as mentioned vide (i), (ii) & (iii) above.

BHEL reserves the right to extend the services of engaged Travel agency to sister units of BHEL at same rate and Terms & conditions.

1.0. Domestic Air Ticket Booking:

Booking of domestic air tickets including preparation of itineraries, delivery and cancellation of tickets, etc.

2.0 International Air Ticket Booking:

Booking of international air tickets including preparation of itineraries, delivery and cancellation of tickets, etc.

2.1 Arrange excursion tickets for international travel at short notice. The agency shall provide country specific suggestions to visiting officials.

2.2 **Passport & Visa:** Submission and processing of our applications to the Passport Office and Embassies for obtaining passports and visas including collection of documents from the respective offices, arranging interviews & arranging medical insurance, if required, and handing over to us. No separate charges for the same shall be paid by BHEL. However, the actual charges paid for passport, visa fees and medical insurance will be reimbursed by BHEL.

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2.3 **Protocol:** Protocol services by trained staff on departure and arrival at CHENNAI / DELHI to GMs and above of BHEL while going on foreign trips and occasionally for non-BHEL high dignitaries.

BHEL will not pay any service charges for the services enumerated for Passport, Visa and Protocol.

3.0 Rail Ticket Booking:

Booking / Cancellation of Railway tickets for all classes against requirement.

Travel agency shall have to provide booking/ cancellation of tickets under “Tatkal” category also.

4.0 Validity of Contract:

The contract shall be valid initially for the trial period of first six months. After satisfactory performance of the initial trial period of six months the contract will be confirmed for the next 18 months. The total contract period shall be for a period of two years including trail period. The contract period may however be extended further with mutual agreement, in writing, and on the same terms and conditions and rate of commission /discounts.

The % (Percentage) discount rates on Base fare of Air Tickets and Service charge per ticket for Rail Ticket Booking offered by Travel agency shall remain firm for the entire contract period of 2 years from award of work.

5.0 Charges Not payable by BHEL:

BHEL will not pay any service charges for the ancillary services to be provided by the Travel agency. However, Service Taxes, as applicable, shall be reimbursed by BHEL for the Air (domestic / international) & Rail Services. Any statutory variation in the said taxes during the validity of the contract shall also be payable.

6.0 Payment Terms :

The ticket bookings will be finalized and passed on by Administration Department of BHEL, Tiruchirappalli.

The bills along with supporting vouchers has to be submitted on fortnightly basis and the payment, inclusive of all taxes as applicable, will be made within 15 days from the date of submission of the bills, complete in all respects. However, no interest shall be payable for delay in making the payment.

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ANNEXURE-IC

GENERAL TERMS &CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the Travel agency by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Travel agency" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/Stores (Valves) authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the Travel agency for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any 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 down in the BHEL regulations.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Work To Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

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The Travel agency will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. Deviations:

The Travel agency shall carry out any Scope of work as per instructions of Executing official.

5. Assignment of Transfer of Contract:

The Travel agency shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the Travel agency unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. Sub-Contract:

The Travel agency shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-Laws:

The Travel agency shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Travel agency shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Security Deposit:

Successful Travel agency shall submit Security Deposit of ₹ 2 lakhs.

The EMD of ₹ 2.0 Lakhs submitted by successful Travel agency shall be converted as Security Deposit. **No interest is payable on SD.**

9. REFUND OF SECURITY DEPOSIT

- a. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- b. Travel agency shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE" from the user agencies.
- c. Security deposit shall not be refunded to the Travel agency except in accordance with the terms of the Contract.

10. RISK PURCHASE

- 10.1 In the event of any successful Tenderer's failure to fulfill any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Travel agency who failed to complete the job in line with Contract.
- 10.2 The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Travel agency.
- 10.3 Cost of the purchases made by the Purchaser at the risk and cost of the Seller /Travel agency (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

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11.SUBMISSION OF BILLS BY TRAVEL AGENCY:-

11.1 WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment and Penalty is the responsibility of end user.

11.2 The bills along with supporting vouchers has to be submitted on fortnightly basis and the payment, inclusive of all taxes as applicable, will be made within 15 days from the date of submission of the bills, complete in all respects. **However, no interest shall be payable for delay in making the payment.**

12. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have Been served on the date, when in the ordinary course they would have been delivered to him. The Travel agency shall carry out without delay all orders given to him.

Travel agency shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

13. Travel agency's Supervision:

- 1.The Travel agency shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 2.Orders given to the Travel agency's agent shall be considered to have the same force as if they have been given to the Travel agency himself.
- 3.The Travel agency or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.The respective area Head shall have full powers and without assigning any reason, requires the Travel agency to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Travel agency shall not be allowed any compensation on this account.

14. Precautions against Risk:

The Travel agency shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

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15. Damage & Loss to Private Property & Injury to workmen:

The Travel agency shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** 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 Travel agency shall indemnify 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.

16. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

17. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Travel agency shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Travel agency shall:

Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

a) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

b) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

18. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Travel agency,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

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c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Travel agency's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Travel agency under the contract, the Travel agency shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Travel agency by other means.

In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Travel agency under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labor provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

e) Labour engaged by the Travel agency should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the Travel agency is not good, Travel agency shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

19. Cancellation of Contract In Part or Full for Travel agency's Default:

If the Travel agency:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the Travel agency's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Travel agency under this contract, the Travel agency shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Travel agency by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Travel agency under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

20. Termination of Contract on Death of Travel agent:

Without prejudice to any of the rights or remedies under this contract, if the Travel agency dies, or if the firm IS dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Travel agency.

21. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the

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fact to the Travel agency 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.

22. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

23. Refund of Security Deposit:

The Security Deposit mentioned in condition 9 above may be refunded to the Travel agency after a period of 3 months on termination or expiry of the contract provided always that the Travel agency shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the Travel agency.

25. Arbitration:

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the agencies or in relation to interpretation of any provision between BHEL & Travel agent in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Trichy.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either agency to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the agencies to the dispute, provided, however, any agency aggrieved by such award may make a further reference for setting aside or revision of the award to

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the Law secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the agencies hereto finally and conclusively. The agencies in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

26. Signing Of Contract:

Each contract document shall be signed by the Travel agency with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – Travel agency / 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, Travel agency portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / TRAVEL AGENCY:

Penal action can be initiated on the suppliers / Travel agency in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Travel agency. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ Travel agency has been uploaded on <http://www.bhel.com> on “supplier registration page”.

31. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate Travel agency and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Travel agency who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Travel agency.

34. JURISDICTION OF COURT

Courts at Trichy 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.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 CRITERIA FOR AWARD OF WORK:

1. The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".
2. **Evaluation of the offer shall be done on the basis of Discount (Maximum discount) offered to BHEL in Air ticket booking and Service charge (Minimum) paid by BHEL for Rail ticket booking.**
3. % Discount offered on Base fare of Air Ticket (Excluding Taxes) and Service charge on Rail Ticket booking will be basis for award of Contract.
4. The approximate Business volume for Base fare of Air Ticket shall be as follows:
 - a) Domestic Air Ticket - ₹ 900 Lakhs.
 - b) International Air Ticket- ₹ 80 Lakhs.
5. Approximate number of Rail Ticket, No. of tickets booked under each category shall be as follows:
 - a. Rail Ticket (Normal) - 1000 Nos.
 - b. Rail Ticket (Tatkal) - 100 Nos.
6. The criteria for award of work shall be based on Annexure-II (Price Bid) on total package basis.

2.0 FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":

2.1 "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

2.2 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

2.3 The business rules for Reverse Auction (RA) are as follows:

- i) Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
- ii) BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- iii) Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Travel agency's to contact the Service Provider and get trained.
- iv) Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
- v) Travel agencies have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.

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- vi) BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
- vii) RA shall be conducted on a pre-determined Date and Time.
- viii) At the end of RA, the lowest Bid Value will be known on the Network.
- ix) Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
- x) Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

3.0 ADOPTION OF INTEGRITY PACT

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Travel agency and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Travel agency our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Travel agency are handled in a fair, transparent and corruption free manner.

The Integrity Pact attached with this Tender is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.

4.0 SPLITTING OF CONTRACT:

4.1 The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

4.2 The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

4.3 Following procedure shall be followed for splitting the contract:

- i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.
- ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.

4.4 The splitting of contract amongst vendors who accept the counter offered rates shall be done as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2
Case 1:	1	65 %	35%
Case 2:	0	100 %	NA

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ANNEXURE-A

INTEGRITY PACT (AGREEMENT FORMAT)

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Travel agency(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

Place:
Date:

Signature of the Tenderer
with seal & full address

Name of Woks: RATE CONTRACT FOR BOOKING AIR TICKETS (DOMESTIC &INTERNATIONAL) AND RAIL TICKETS FOR BHEL, TRICHY OFFICIALS FOR TWO YEARS.

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Section 2 - Commitments of the Bidder(s)/ Travel agency(s)

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

2.1.1 The Bidder(s)/ Travel agency(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Travel agency(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Travel agency(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Travel agency(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Travel agency(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Travel agency (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

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

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Travel agency liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Place:

Date:

Signature of the Tenderer
with seal & full address

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Section 6 -Equal treatment of all Bidders/ Travel agency / Sub-Travel agency

6.1 The Bidder(s)/ Travel agency(s) undertake(s) to obtain from all Travel agency a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-Travel agency whose contract value is more than 20 % of Bidder's/ Travel agency's contract value with the Principal. The Bidder(s)/ Travel agency(s) shall continue to remain responsible for any default by his Sub-Travel agency(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Travel agency.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Travel agency

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Travel agency(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Travel agency(s). The Bidder(s)/ Travel agency(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Travel agency(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Travel agency(s) / Sub-Travel agency(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Travel agency. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD. BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

Place:
Date:

Signature of the Tenderer
with seal & full address

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8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Travel agency 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Travel agency is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Travel agency who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....
For & On behalf of the Principal
(Office Seal)

.....
For & On behalf of the Bidder/ Travel agency
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

.....
.....

.....
.....

Place:
Date:

Signature of the Tenderer
with seal & full address

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PART-II (PRICE BID)

ANNEXURE-II

A. AIR TICKET BOOKING					
Sl.No	Travel Type	Projected Annual Business volume of Base Fare (Excluding Taxes) (₹ in lakhs) (a)	Projected No. of Tickets	% Discount on Base Fare (Excluding Taxes) (b)	Value after Discount (₹ in Lakhs) (c=a*[1-(b/100)])
1.	Air Ticket (Domestic)	900	NA		
2.	Air Ticket (International)	80	NA		
Total value for Air Ticket after discount(₹)(A)					
B.RAIL TICKET BOOKING					
Sl.No	Travel Type	Projected Annual Business volume (₹ in lakhs) (a)	Projected No. of Tickets (b)	Service charge Per Ticket (₹/Ticket) (c)	Service charge (₹) (d=b*c)
3.	Rail Ticket (Normal)	20	1000 Nos.		
4.	Rail Ticket ("Tatkal")		100 Nos.		
Total Service charge for Rail Ticket Booking (₹)(B)					
Total value for Rail Ticket booking including Service charge (₹)(C=a+B)					
Total Value for Air and Rail Ticket (₹)(D=A+C)					

Note:

1. The % discount (On Base fare) offered on Air Ticket booking and Service charge per ticket for Rail Ticket booking shall be taken as basis for award of work.

2. The Projected Annual Business volume is only indicative and may vary based on actual requirement.

3. All applicable Taxes shall be as actual.

Place:
Date:

Signature of the Tenderer
with seal & full address