

Corporate Office: BHEL House, Siri Fort, New Delhi-110049 Tele No. 011- 66337401

<u>निविदा आमंत्रण सूचना</u> NOTICE INVITING TENDER

Tender no.: AA: GAX:21: FX:101

Date: 19.07.2021

Due Date of bid submission: 09.08.2021at 02:30PM

Bid Opening Date: 09.08.2021at 03:00PM

Sub: Empanelment of agency for purchase/ remittance of foreign currency & overseas travel insurance (OTI) for official foreign tours.

Dear Sir(s),

Quotations are invited in sealed cover for the subject work with Enquiry No., Enquiry Date & Due Date & Date of submission legibly superscripted on it, for the Scope mentioned herewith as per the enclosed Terms & Conditions. The quotation should reach, along with this letter, in the office of the undersigned by 02:30 PM on OR before the due date in two parts consisting of:

Part-1: Techno-Commercial Specifications (signed on each page of the tender documents) including Un-priced bid with "Quoted" of Part-II;

Part-II: Price Bid (as per attached Format);

Quotations (Part-I & Part-II) to be submitted in separate sealed envelopes put together in one sealed envelope, in the tender box at Gate No. 3 Reception Security Check, BHEL House, Siri Fort, New Delhi-110049, on or before the Due Date and Time. 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://eprocure.gov.in/cppp/ only. Bidders should regularly visit website to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date.

The Part-I offers of the parties, shall be opened on the due date of submission at **03:00 PM on 09-08-2021** in the presence of authorized representatives of the parties who wish to be present. In case the Part-I bid opening is re-scheduled, the same shall be intimated by the tender issuing authority.

Thanking you,

For & on behalf of BHEL

(Meena Thakran)

Dy. Manager (HR-GAX & ISMG)

e-mail: <u>meenat@bhel.in</u> मीना ठाकरान / MEENA THRIMMAN No. 9625062397/011-66337401

उप प्रबंधक / Deputy Manager कॉर्पोरेट प्रशासन एवं जाई.एस.एम.जी./Corporate Administration & ISMG शारत हेवी इतेनिट्रकला लिग्टेड/Bharat Heavy Electricals Limited थी.एचई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort शई दिल्ली—110049 / New Delhi-110049

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TECHNO-COMMERCIAL SPECIFICATIONS

GENERAL INSTRUCTIONS

BHEL intends to empanel Agencies of repute to provide services for purchase and sale of foreign currency (FC) / Travel Card (TC) / Pre-paid foreign currency debit card for the purpose of official tours of its employees outside India and for arrangement of Overseas Travel Insurance (OTI) for employees who are traveling abroad on official business visits by inviting the offers from prospective bidders. The services to be provided and the terms and conditions are mentioned below.

Considering the business volume of last 2 (two) years & the anticipated growth, the approximate business volume for the next 2 years in respect of the BHEL offices across India shall be as under:

Currency	Tentative Cash Purchase Quantity	Tentative Card Purchase Quantity	Tentative Cash Sale Quantity	Tentative Card Sale Quantity
USD	3,08,000	1,48,000	20,000	10,000
EUR	49,700	36,400	2,800	4,200
GBP	4,900	1,400	700	700
JPY	2,82,800	2,82,800	14,000	2,800
CNY	25,900	15	-	122

The above figures are indicative for tendering purpose only & does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon the actual requirements during the period of contract i.e. two years & subsequent extension periods, if any.

2. PRE-QUALIFICATION REQUIREMENTS (PQR): -

- i. The average turnover of the bidders should be at least Rs.69.38 Lakh per annum during the last three financial years ending 31st March 2020 (FY 2017-18, FY 2018-19 & FY 2019-20). Further, if the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover. In the 3 years' turnover, previous year turnover is compulsory.
- ii.In addition, during the last seven years ending on 30.06.2021, the prospective bidders should have either:
 - a. three similar jobs / services with contract business volume of each not less than an amount equal to ₹92.50 Lakhs (excluding taxes) for one-year contract period OR
 - b. two similar jobs / services with contract business volume of each not less than an amount equal to ₹115.63 Lakh (excluding taxes) for one-year contract period.
 - c. one similar job / service with contract business volume not less than an amount equal to ₹185.01 Lakhs (excluding taxes) for one-year contract period.
- iii. The bidder should have PAN and GST Registration No.
- iv. Earnest Money Deposit (EMD) of **Rs. 50,000.00.** (Exemption allowed for MSMEs & Startups as per tender terms & conditions.)

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v. Acceptance of all tender terms & conditions.

3. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- i. For PQR at S.No. 2(i) above, following documents shall be submitted, duly signed & stamped by an authorized representative:
 - a. Certified & Audited Balance Sheet and Profit & Loss Account statements of last three financial years i.e., FY 2017-18, FY 2018-19 & FY 2019-20.
 - b. Signed & stamped copy of acknowledgements of IT return of last three assessment years i.e. AY 2018-19, AY 2019-20 & AY 2020-21.

Note: CA certificate is acceptable if Audited Balance Sheet and Profit & Loss statement are not available for any of the financial year(s) as indicated above.

ii. Copies of work orders / award letters / agreements along with "certificate / proof / communication of successful completion" of the similar job / services executed by the bidders during last 07 (seven) years ending on 30-06-2021 as supporting documents against PQR at S.No.2(ii) above.

Note: Similar job / services shall mean sale / purchase of foreign currency(s), arranging overseas travel insurance & related services.

- Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder.
- iv. (a). EMD of **Rs. 50,000.00** is to be submitted through one of the following modes ONLY:
 - Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - ii. Electronic Fund Transfer credited in BHEL Account (before tender opening)

BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED

BANK NAME: KOTAK MAHINDRA BANK

CA NO.: 9011196535 (CURRENT ACCOUNT)

BRANCH CODE: 000172

MICR: 110485003 IFSC: KKBK0000172 PAN: AAACB4146P

iii. Banker's cheque / Pay order / Demand Draft, in favour of BHEL (along with offer)

Note: EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid. Also, if less than required EMD is submitted, the bid shall not be considered for further evaluation.

(b). Relaxation of Norms for Startups: - The condition of Prior Turnover is relaxed for all Startups whether Micro & Small Enterprises (MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR 2017 or latest version and other DOE-PPD notifications for relaxation norms for Startups issued from time to time. The start-ups are also exempted from paying of EMD (a PQR criteria as per clause no.(iv) above).

Bidder who intends to participate as "Startups" company should fulfil all the conditions of Startups as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. They will also enclose the Certificate of Recognition issued by DIPP.

Further necessarily, they have to submit the declaration to the effect on their letter head as prescribed below and must be signed and stamped by the authorized person.

If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be submitted.

DECLARATION IN CASE OF START-UP COMPANIES

We are a "Start-up" company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

- (c) Relaxation for MSMEs: Refer Clause 27, Annexure-A.

 If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be submitted.
- v. For acceptance of all tender terms & conditions, all pages of the tender excl. Price Bid / Part-II are to be duly signed & stamped by an authorized representative of the bidder, for Part-I submission. Duly filled, signed & stamped Price / Part-II Bid shall be submitted separated in a sealed envelope ONLY.

4. SCOPE OF WORK

Bidder to ensure delivery of foreign currency and OTI Policy in line with the delivery terms at the respective BHEL offices after the requisition for the same is sent by BHEL. In case of requirement of FC and OTI Policy after office hours/ on holidays, the bidder shall arrange delivery of the same at employees' residence or any other location (as desired by BHEL) within reasonable time. IBR (Inter Bank Rate) shall be provided by BHEL and successful bidder must bill accordingly for sale/ purchase of foreign exchange.

5. **COMPOSITION OF THE BIDS:**

- 4.1 **Part-I bid (techno-commercial bid)** shall contain all details and documents listed in **Annexure-D** incl. applicable EMD. No price details are to be furnished in Part-I of the bid.
- 4.2 **Part-II bid (price bid)** shall comprise of Price Format (Annexure-G), duly filled, as per the enclosed instructions/ details.

IMPORTANT NOTE:

- i. No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed /numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.
- ii. Bidders are requested to quote in two parts as given above. 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

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documents from the bidder. Otherwise, the bid is liable to be rejected. Decision of BHEL shall be final & binding in this case.

6. EVALUATION CRITERIA AND AWARD 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. However, bids with deviations are liable for rejection.

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.

Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order based on the rates quoted for foreign exchange (Sale of Currency).

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-I 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.

7. **VALIDITY OF OFFERS**

The offers submitted by the parties shall be valid for a period of 120 days from the date of opening of Part-I bid and 60 days from the date of opening Part-II bid. Participation in Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.

8. VALIDITY OF CONTRACT

The contract will be valid for a period of two years. The same may, however, be extended for three months further with mutual agreement, in writing, and on the same rates, terms and conditions.

9. **TERMINATION OF CONTRACT**

Based on the performance of the service provider & / or any other reason, BHEL reserves the right to terminate the contract at its sole discretion with giving 03 (three) weeks' notice in writing.

- 10. Profile/ documents to be attached with Part-I (techno-commercial bid) shall be as per sheet attached as **Annexure-D**.
- 11. EMD by the Bidder will be forfeited, if:
 - i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to commence the work within the period as per LOI/ Contract.
 - iii) EMD by the bidder shall be withheld in case any action on the bidder 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.

- 12. EMD given by all unsuccessful bidders shall be refunded normally within fifteen days from award of work. EMD shall not carry any interest.
- 13. PAYMENT TERMS: Payment for supply of foreign currency notes/TC/ pre-paid foreign currency debit card/ remittance/ overseas travel insurance shall be made within 15 working days after receipt of individual invoice/ bill by BHEL. However, no interest shall be payable for delay in making the payment.

14. TAXES & DUTIES:

- a. To enable BHEL 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. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c. GSTIN of BHEL will be provided to the Contractor along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- f. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- h. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
- i. The successful bidder must comply to all statutory regulations applicable to this contract. Any obligations on account of above will be liability of the successful bidder. Any toll/state entry fee, if any or any other charges required to be paid to any authority for carrying out said work shall be paid/borne by contractor.

15. **SECURITY DEPOSIT (SD):**

- a. Security Deposit means the security provided by the Contractor/selected TA towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be Rs.50,000/-. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)

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- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
- 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).
- b. COLLECTION OF SECURITY: At least 50% of the required Security Deposit, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- c. The security deposit shall not carry any interest.
- d. The validity of Security Deposit shall be initially up to the validity of contract + six months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- e. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
 - f. **RETURN OF SECURITY DEPOSIT**: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
 - g. **BANK GUARANTEES**: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantee shall be as per prescribed formats.
- iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in

writing, without any advance notice/communication to the concerned contractor.

- v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- h. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time first bill become due, the amount of performance security shall be recovered as per terms defined in NIT, from the bills along with due interest.
- 16. 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 web site www.bhel.com.
- 17. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 18. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- 19. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 20. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 21. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 22. Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 23. In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 24. "The offers of the bidders who are under suspension as also the offers 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.
- 25. Integrity commitment, performance of the contract and punitive action thereof:

<u>COMMITMENT BY BHEL</u>: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL

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will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on http://www.bhel.com/and/or/under/applicable/legal/provisions".

26. 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.

27. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udyam Registration Certificate or valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

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- d) If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be submitted.
- 28. RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
 - 28.1 Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
 - 28.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - 28.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
 - 28.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
 - 28.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - 28.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

28.7 Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$ Where

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

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

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- 30. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 31. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 32. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 33. **PENALTY CLAUSE:** The service provider must ensure that required services are delivered:
 - i. in complete within two hours of placement of order OR at the communicated time, as per BHEL requirement.
 - ii. at the specified location

failing which BHEL may impose a penalty of 5% of the billed amount for each occurrence. In case it is found that the service provider has deviated on more than two occasions in a month, BHEL may suspend placing order for a period of 15 days for improving upon the issues / deficiencies AND / OR increase the penalty amount by 5% for every subsequent issue, max. up to 20% of the billed amount AND / OR may foreclose the contract, as decided by BHEL.

- 34. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 35. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 36. **RECOVERY FROM CONTRACTOR**: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 37. Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- 38. POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 39. **SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, knowhow, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it

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Page **11** of **24**

confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

40. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

41. ARBITRATION:

41.1 In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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

The cost of arbitration shall be borne as per the award of the Arbitrator.

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

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

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

42. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and

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proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

43. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- 44. 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.

- 45. <u>DEVIATIONS</u>: Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS: BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/contractor has to submit the same. If at any stage, the document(s) submitted by bidder/contractor is/ are found incorrect/false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines/policies/terms & conditions of this tender.
- 47. PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/quidelines.
- 48. The evaluation currency for this tender shall be INR.
- 49. **DUE DILIGENCE**: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

50. OVERSEAS TRAVEL INSURANCE (OTI)

- 50.1 Quotes are to be strictly in the Price Bid Format enclosed at **Annexure-G**.
- 50.2 The rates mentioned should be net rates inclusive of all charges. However, GST and any other statutory charges should be indicated separately.
- 50.3 It will be for the bidder to comply with all the rules and regulations pertaining to insurance. In case of any violation, the bidder will be liable to pay the difference in the premium to the Regulator. The bidder in consultation with the concerned Underwriter will handle the dispute, if any, with the Tariff Advisory Committee directly and BHEL, will not be, in any way, party to it. Declaration to this effect will have to be submitted in the attached format.
- 50.4 The Overseas Travel Insurance policy is to be un-named policy/ Corporate Blanket Cover. However, individual policies in the name of officials travelling abroad from time to time will be issued from within the above blanket cover.
- 50.5 The said corporate blanket Cover Policy will be valid for 2 (two) years from the date of award of the assignment. Underwriter will not have any option to cancel the policy during its tenure.

- 50.6 Bidder has to ensure that it pays the insurance premium on the OTI Policy in time to the Insurance Company so that the Policy is effective from the issue date. However, it will claim reimbursement of the premium amount from BHEL on fortnightly basis as per Clause 4 of General Conditions and this will not affect the validity of the Policy from the issue date.
- 50.7 No subsequent increase in the premium rates will be allowed under any circumstances
- 50.8 Premium shall be payable for actual number of days traveled.
- 50.9 No medical examination of the beneficiary shall be required.
- 50.10 The policy issued shall be strictly in accordance to the terms and conditions of the tender. BHEL will not guarantee any minimum number of days under the policy.
- 50.11 The Schedule of Benefits is at <u>Annexure "E"</u>. Premium to be quoted should be for all the benefits indicated. The benefits mentioned above are for each instance of travel and there should not be any limitation on the liability of the insurer in respect of policy issued to an individual.
- 50.12 In the event of an Insurance Claim, in case BHEL and Underwriter fail to agree on certain issues such as tenability and quantum, the matter will be referred to arbitrator under the provisions of the Arbitration and Reconciliation Act, 1996.

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Annexure - B

Tender no.: AA:GAX:21:FX:101

Date: 19.07.2021

DECLARATION CERTIFICATE

Also, I/ We hereby declare that we/I have not been suspended/ delisted/ blacklisted by any other Govt. Ministry/ Department/ Public Sector Undertaking/ Autonomous Body/ Financial institution/ Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature
With name, Designation & seal of the firm

MHOKIED

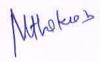
Tender no.: AA: GAX:21: FX:101

Date: 19.07.2021

Bidder Details

SI. No.	Description	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
9	GSTIN	
10	List of offices in India & abroad, if any	
11	List of Major Clients	# At

Signature and Seal of the Bidder



Tender no.: AA:GAX:21:FX:101

Date: 19.07.2021

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SI. No.	Description of requirement	Yes / No/ NA	Page No.			
A.	Part-I / Techno-commercial Bid					
1	Documents as per Annexure – A incl. PQR supporting documents					
2	Declaration enclosed at Annexure-B					
3	Bidder details as per Annexure-C					
4	Check-list at Annexure-D					
5	Schedule of Benefits Annexure-E					
6	Signed and Stamped Un-priced bid format as per Annexure-F					
7	No deviation certificate as per Annexure-I					
8	NEFT details as per Annexure-J					
В	Part-II / Price Bid					
1	Sealed envelope of duly filled, signed & stamped Part 'II' – as per price bid (Annexure-G)					

Signature and Seal of the Bidder



Tender no.: AA:GAX:21:FX:101

Date: 19.07.2021

SCHEDULE OF BENEFITS (FOR AN INDIVIDUAL TRAVELLER)

Benefits	Sum Insured		
Daily allowance in case of Hospitalization	USD 50 per day for Max 10 days		
Delay of Checked-In Baggage	USD 150		
Dental Expense	USD 300		
Financial Emergency Assistance	USD 300		
Hijack Distress Allowance	USD 125 per day for max 7 days		
Loss of Passport	USD 250		
Medical Expenses (Includes Medical Evacuation Cost) **	USD 25,0000		
Missed (Flight) Connection	USD 500, LIMIT of USD 50 PER DAY		
Personal Accident	USD 25,000		
Personal Liability	USD 5,00,000		
Repatriation of Remains (Included under Medical Cover)	USD 7,000		
Replacement and Rearrangement of staff	USD 5,000		
Total Loss of Checked-In Baggage	USD 1,500		
Trip Cancellation & Interruption	USD 500		
Trip Delay	USD 100 per day for Max 5 days		

- Plan shall be Home to Home Coverage (i.e. Journey + Stay), preferably cashless and wide acceptability.
- All definitions, inclusions, exclusions, etc. shall be as per latest guidelines of Insurance Regulatory and Development Authority (IRDA)
- > Strict adherence to latest guidelines of Insurance Regulatory and Development Authority (IRDA) is mandatory.
- Deductions should be applicable as per the illness (complete treatment) basis and not as per visit to the doctor /hospital

Signature and Seal of the Bidder

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^{**} In the event of death after accident, medical expenses incurred between the event of accident and event of death/ disability shall be reimbursed by insurance company.

Tender no.: AA: GAX:21: FX:101

Date: 19.07.2021

UNPRICED BID (PART - II)

Currency	Tentative Qty. Purchase	Margin IBR (in Rs. 0 For pur	ONLY)	Tentative Qty. Sale	Margin IBR (in Rs. (Net Margin (Cost to BHEL)
		Cash	TC/ Card		Cash	TC/ Card	
	а	b	С	d	е	f	g=a*(b*0.6+c*0.4) + d*(e*0.6+f*0.4)
USD	4,56,000.00	Q	Q	30,000.00	Q	Q	By formula
EURO	86,100.00	Q	Q	7,000.00	Q	Q	By formula
GBP	6,300.00	Q	Q	1,400.00	Q	Q	By formula
JPY per 100	5,65,600.00	Q	Q	16,800.00	Q	Q	By formula
CNY	25,900	Q	NA		Q	NA	By formula
		Suk		Sub-Total (A), excl.	GST	X
GST applica specify % ap	able (Please plicable)	Q	Q		Q	Q	

Note:

1. For the purpose of evaluation, out of the total estimated quantity, 60% is considered to be in Cash & 40% is considered to be in TC / Card (wherever available).

Insurance	Nos. of Day	Premi um / Day (INR)	Total
	h	i	j=h*i
Excluding US/ Canada	8437	Q	By formula
Including US/ Canada	245	Q	By formula
GST		Q	
Sub-Total (B), excl. GST			Υ
Grand Total, Z	X+Y		

Note:

- 1. Quantities mentioned above are indicative for evaluation purpose and the same may increase/decrease.
- 2. Nos. of days for insurance is indicative for evaluation purpose and may increase/decrease.
- 3. "Q" denotes "quoted". Rates are to be quoted at these 'Q' locations in the Price Bid at Annexure-G. **Do not quote rates in this sheet.**
- 4. L1 party shall be decided based on the value arrived of Z
- 5. GST and / or any other statutory charges must be indicated separately and shall be payable on actual basis. BHEL would require Service Tax Invoice for taking Service tax input credit.
- 6. Bidder has to ensure compliance with all FEMA and RBI regulations.
- 7. Insurance Coverage will be as per Annexure-E

		For & on B	ehalf of
	()
Name of Authorize	ed Signatory	//Signature/	/ Stamp

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Tender no.: AA:GAX:21:FX:101

Date: 19.07.2021

Price Bid (Part - II)

Currency	Tentative Qty. Purchase Margin over IBR (in Rs. ONLY) For purchase		Tentative Qty. Sale			Net Margin (Cost to BHEL)	
		Cash	TC/ Card	7	Cash	TC/ Card	
_	а	b	С	d	е	f	g=a*(b*0.6+c*0. 4) + d*(e*0.6+f*0.4)
USD	4,56,000.00			30,000.00			By formula
EURO	86,100.00			7,000.00			By formula
GBP	6,300.00			1,400.00			By formula
JPY per 100	5,65,600.00		if milks	16,800.00			By formula
CNY	25,900		NA			NA	By formula
						Sub- Total(A), excl.GST	X
GST applica specify % app							

Note:

1. For the purpose of evaluation, out of the total estimated quantity, 60% is considered to be in Cash & 40% is considered to be in TC / Card (wherever available).

Insurance	Nos. of Days	Premiu m / Day (INR)	Total
	h	i	j=h*i
Excluding US/ Canada	8437		By formula
Including US/ Canada	245		By formula
GST applicable (Please specify % applicable)			
	Sub-To excl. C	, ,	Υ
	Grano	l Total, Z	X+Y

Note:

- 1. Quantities mentioned above are indicative for evaluation purpose and the same may increase/decrease.
- 2. Nos. of days for insurance is indicative for evaluation purpose and may increase/decrease.
- 3. Quote rates in the shaded boxes ONLY.
- 4. L1 party shall be decided based on the value arrived of Z (i.e. excluding GST). However, this value shall not be considered as the actual margin payout by BHEL.
- 5. GST and / or any other statutory charges must be indicated separately and shall be payable on

actual basis, as applicable.

- 6. Bidder has to ensure compliance with all FEMA and RBI regulations.
- 7. Insurance Coverage will be as per Annexure-E.

	For & on Behalf of
(()
Name of Authorize	ed Signatory/Signature/ Stamp

State / Deputy Manager | State / Deputy Manager | State | Deputy Manager | State | State | Deputy Manager | State | St

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ANNEXURE - H

Tender no.: AA: GAX:21: FX:101

Date: 19.07.2021

Certificate by Chartered Accountant on letter head (only for those who are submitting EM-II Certificate)

(To be submitted along with Part-1 Bid)

Empanelment of agency for purchase/ remittance of foreign currency

ANNEXURE - I

Tender no.: AA: GAX:21: FX:101

Date: 19.07.2021

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & condition.

-	•	
•	7	r

We hereby accept all te	ms and conditions of th	ne above tender excep	ot the following:
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- 1.
- 2.
- 3.
- 4.

Signature
With name, Designation & seal of the firm

Makakiel

ANNEXURE - J

Tender no.: AA: GAX:21; FX:101

Date: 19.07.2021

E-Banking Mandate Form

(To be submitted along with Part-1 Bid)

1.	Ve	endor/customer / Beneficiary Name:
2.	Ve	endor/customer/ Beneficiary Code:
3.	Ve	endor /customer/ Beneficiary Address:
4.	Ve	endor/customer/ Beneficiary e-mail id:
5.	Pc	articulars of bank account:
	a.	Name of Bank:
	b.	Name of branch:
	c.	Branch code:
	d.	Address:
	e.	Telephone number:
	f.	Type of account (current/saving etc.):
	g.	Account Number:
	h.	RTGS IFSC code of the bank branch:
	i.	NEFT IFSC code of the bank branch:
	j.	9 digit MICR code:
trai	nsa	hereby, declare that the particulars given above are correct and complete. If the ction is delayed or not effected at all for reasons of incompleteness or incorrectness of ation given by me as above, I/We would not hold the user institution responsible.
		(
Се	rtifie	ed that the particulars furnished above are correct as per the record.
Bar	nk S	itamp
Dai	led	() Signature of the Authorized Officer
		Uthakier

Empanelment of agency for purchase/ remittance of foreign currency