



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

Due Date of bid submission: 12.09.2019 at 11:00AM

Bid Opening Date: 12.09.2019 at 11:30AM

Sub: Notice Inviting Quotations for 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 11:00 hrs. on OR before the due date in two parts consisting of:

Part-I: 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://www.bhel.com> and <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 **11:30 Hrs.** 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

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

71201
07.09.2019

(Rahul Singh)

Sr. Engineer (HR-GAX & ISMG)

Off: 011 6633 7437 / Mob: +91 8800416765

Email: rahulsingh@bhel.in

Annexure-A

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

TECHNO-COMMERCIAL SPECIFICATIONS**1. 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	2,87,600.00	81,900.00	16,300.00	7,600.00
EUR	74,100.00	49,000.00	1,200.00	2,500.00
GBP	10,600.00	2,100.00	1,100.00	-
CHF	100.00	500.00	-	-
SGD	1,200.00	-	-	-
JPY per 100	5,14,500.00	5,54,900.00	-	50,000.00
CNY	14,300.00	-	-	-

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. 53.70 Lakh per annum during the last three financial years ending 31st March 2019 (FY: 2016-17, 2017-18 & 2018-19). 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 31.08.2019, the prospective bidders should have either:

a. At least three completed / ongoing similar work / job (s), each with a value of **Rs. 71.60 Lakh** each (annually) or more

OR

b. At least two completed / ongoing similar work / job (s), each with a value of **Rs. 89.50 Lakh** (annually) each or more

OR

c. At least one completed / ongoing similar work / job (s), each with a value of **Rs. 143.20 Lakh** (annually)

iii. The bidder should have PAN and GST Registration No.

Handwritten signature/initials

- iv. Earnest Money Deposit (EMD) of **Rs. 50,000.00.**
(Exemption allowed for MSMEs & Startups as per tender terms & conditions.)
- 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 2016-17, 2017-18 & 2018-19.
 - b. Signed & stamped copy of acknowledgements of IT return of last three assessment years i.e. AY 2016-17, 2017-18 & 2018-19.

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 31st August 2019 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.

- iii. 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:

- i. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- ii. Electronic Fund Transfer credited in BHEL Account (before tender opening)

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.

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.

- 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 give 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 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.

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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 event of more than one bidder having quoted identical lowest rates for foreign exchange and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised / snap price bids. This process would continue till the distinct L-1 rate is arrived and the purchase order will be placed on L-1 bidder.

Note: BHEL reserves the right to split & award the work to multiple service providers.

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 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. Service Provider shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the service provider only after submission of GST complaint invoice. The successful service provider(s) 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, wherever such GST ITC is available as per GST Law provisions.
- c. GSTIN of BHEL will be provided to the service provider(s) along with the work order.

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- 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 service provider(s) 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 service provider(s) by BHEL.
 - f. Applicable GST shall also be recoverable from the service provider(s) in case of LD recovery/penalty on account of breach of terms of contract.
15. **SECURITY DEPOSIT (SD):**
- a. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provision of the contract. The total amount of Security Deposit will be Rs. 50,000.00. Upon acceptance of tender, the EMD of the successful bidder shall be converted to SD.
 - b. 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 with BHEL.
 - c. The security deposit shall not carry any 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.

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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:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

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

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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 either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-J**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. 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.**

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- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
28. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 28.1.1 Contractor/ 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.
- 28.1.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 28.1.3 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.
- 28.1.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 28.1.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 28.1.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- #In-case inputs from BHEL 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.*
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.
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:
- in complete within two hours of placement of order OR at the communicated time, as per BHEL requirement.
 - 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. **JURISDICTION:** 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 proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) 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.

39. **ARBITRATION:**

- 39.1.1 Both the Company and Contractor hereby agree that 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 parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor 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. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both 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 venue of arbitration shall be at New Delhi.

- 39.1.2 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 of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

40. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in

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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.

- b. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

41. **FORCE MAJEURE:** The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion of this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

42. **OVERSEAS TRAVEL INSURANCE (OTI)**

- 42.1 Quotes are to be strictly in the Price Bid Format enclosed at **Annexure-G**.
- 42.2 The rates mentioned should be net rates inclusive of all charges. However, GST and any other statutory charges should be indicated separately.
- 42.3 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.
- 42.4 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.
- 42.5 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.

21/3/20
K

- 42.6 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.
- 42.7 No subsequent increase in the premium rates will be allowed under any circumstances
- 42.8 Premium shall be payable for actual number of days traveled.
- 42.9 No medical examination of the beneficiary shall be required.
- 42.10 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.
- 42.11 The Schedule of Benefits is at Annexure "E". 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.
- 42.12 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.

Handwritten signature and initials, possibly reading 'ZISON' and '16', located in the bottom right corner of the page.

Annexure – B

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

DECLARATION CERTIFICATE

I/ We do hereby declare that there is no case with the Police/ Court/ Regulatory authorities against the proprietor/ firm/ partner. Also, I/ We 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

21/2/19

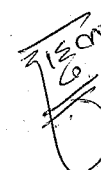
Annexure –C

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

Bidder Details

Sl. 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	

Signature and Seal of the Bidder

Annexure -D

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

CHECK-LIST**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. 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	Certificate from CA as per Annexure-H (for MSMEs only)		
8	No deviation certificate as per Annexure-I		
9	NEFT details as per Annexure-J		
B	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

Annexure – E

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

**SCHEDULE OF BENEFITS
(FOR AN INDIVIDUAL TRAVELLER)**

Benefits	Sum Insured	Deductibles*
Daily allowance in case of Hospitalization	USD50 per day for Max 10 days	24 HOURS
Delay of Checked-In Baggage	USD150	12 HOURS
Dental Expense (per occurrence)	USD300	USD50
Financial Emergency Assistance	USD300	NIL
Hijack Distress Allowance	USD125 per day for max 7 days	24 HOURS
Loss of Passport	USD250	USD30
Medical Expenses due to sickness & accident (Includes Medical Evacuation Cost)**	USD250,000	USD50
Missed connection due to delay in the arrival of aircraft for more than 3 hours	USD500	USD100
Personal Accident (including death and permanent disability during business trips)**	USD25,000	NIL
Personal Liability	USD500,000	USD200
Repatriation of Remains (Included under Medical Cover)	USD7,000	NIL
Replacement and Rearrangement of staff	USD5,000	NIL
Total Loss of Checked-In Baggage	USD1,500	10% per article, 15% per bag
Trip Cancellation & Interruption	USD500	USD100
Trip Delay (more than 6 hrs)	USD100 per day for max 5 days	USD10

** 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.

* 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

Annexure – F

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

Unpriced Bid (Part – II)

Currency	Tentative Qty. Purchase	Margin over IBR (in Rs. ONLY)		Tentative Qty. Sale (5% of Purchase)	Margin minus IBR (in Rs. ONLY)		Net Margin (Cost to BHEL)
		For purchase			For sale		
	Cash	TC/ Card	Cash	TC/ Card			
	a	b	c	d	e	f	
USD	3,69,500.00	Q	Q	18,475.00	Q	Q	By formula
EURO	1,23,100.00	Q	Q	6,155.00	Q	Q	By formula
GBP	12,700.00	Q	Q	635.00	Q	Q	By formula
CHF	600.00	Q	Q	30.00	Q	Q	By formula
SGD	1,200.00	Q	Q	60.00	Q	Q	By formula
JPY per 100	10,69,400.00	Q	Q	53,470.00	Q	Q	By formula
CNY	14,300.00	Q	NA	715.00	Q	NA	By formula
Other currencies	14,000.00	Q	Q	700.00	Q	Q	By formula
				Sub-Total (A), excl. GST			X
GST applicable (Please specify % applicable)		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).
2. For the purpose of evaluation, Quantity of Sale is considered as 5% of the tentative purchase quantity.
3. For other currencies, tentative quantity of 14,000.00 has been considered for evaluation.
4. For TC / Card of other currencies, the quoted rates shall be applicable wherever the card is available in the market.

Insurance	Nos. of Day	Premium / Day (INR)	Total
	h	i	$j=h*i$
Excluding US/ Canada	9083	Q	By formula
Including US/ Canada	155	Q	By formula
GST		Q	
Sub-Total (B), excl. GST			Y
Grand Total, Z			X+Y

Note:

1. Quantities mentioned above are indicative for evaluation purpose and the same may increase/ decrease.
2. 5% of the Currency is assumed as refund quantity.
3. Nos. of days for insurance is indicative for evaluation purpose and may increase/ decrease.
4. "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.**
5. **L1 party shall be decided based on the value arrived of Z**
6. 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.
7. Bidder has to ensure compliance with all FEMA and RBI regulations.
8. Insurance Coverage will be as per Annexure-E

For & on Behalf of
(.....)Name of Authorized Signatory/Signature/ Stamp

Annexure - G

Tender no.: AA:GAX:19:FX:101
Date: 07.09.2019

Price Bid (Part – II)

Currency	Tentative Qty. Purchase	Margin over IBR (in Rs. ONLY)		Tentative Qty. Sale (5% of Purchase)	Margin minus IBR (in Rs. ONLY)		Net Margin (Cost to BHEL)
		For purchase			For sale		
	Cash	TC/ Card	Cash	TC/ Card			
	a	b	c	d	e	f	
		$g=a*(b*0.6+c*0.4) + d*(e*0.6+f*0.4)$					
USD	3,69,500.00			18,475.00			By formula
EURO	1,23,100.00			6,155.00			By formula
GBP	12,700.00			635.00			By formula
CHF	600.00			30.00			By formula
SGD	1,200.00			60.00			By formula
JPY per 100	10,69,400.00			53,470.00			By formula
CNY	14,300.00		NA	715.00		NA	By formula
Other currencies	14,000.00			700.00			By formula
						Sub-Total (A), excl. GST	X
GST applicable (Please specify % applicable)							

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).
2. For the purpose of evaluation, Quantity of Sale is considered as 5% of the tentative purchase quantity.
3. For other currencies, tentative quantity of 14,000.00 has been considered for evaluation.
4. For TC / Card of other currencies, the quoted rates shall be applicable wherever the card is available in the market.

Insurance	Nos. of Days	Premium / Day (INR)	Total
	h	i	$j=h*i$
Excluding US/ Canada	9083		By formula
Including US/ Canada	155		By formula
GST applicable (Please specify % applicable)			
	Sub-Total (B), excl. GST		Y
	Grand Total, Z		X+Y

Note:

1. Quantities mentioned above are indicative for evaluation purpose and the same may increase/ decrease.
2. 5% of the Currency is assumed as refund quantity.
3. Nos. of days for insurance is indicative for evaluation purpose and may increase/ decrease.
4. **Quote rates in the shaded boxes ONLY.**
5. **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.**
6. GST and / or any other statutory charges must be indicated separately and shall be payable on actual basis, as applicable.
7. Bidder has to ensure compliance with all FEMA and RBI regulations.
8. Insurance Coverage will be as per Annexure-E

For & on Behalf of

(.....)
Name of Authorized Signatory/Signature/ Stamp

ANNEXURE – H

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

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

(To be submitted along with Part-1 Bid)

This is to certify that M/s, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant



ANNEXURE – I

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

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.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

Signature

With name, Designation & seal of the firm

A handwritten signature in black ink, located at the bottom right of the page. The signature is stylized and appears to be a combination of letters and a flourish.

ANNEXURE – J

Tender no.: AA:GAX:19:FX:101

Date: 07.09.2019

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Seal:

Date:

21/09/19