



**SERVICE  
ENQUIRY  
(IMPORTS)**

# BHARAT HEAVY ELECTRICALS LIMITED

PAGE: 1 /2

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - Fossil Boilers  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

Vendor Code : 23505	<b>Enquiry No</b>	<b>Enquiry Date</b>	<b>Due Date for Quotation</b>
Vendor Name : Open Tender Dummy Code	<b>2651600016</b>	<b>04.06.2016</b>	<b>27.06.2016</b>
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order.			

ITEM NO	ITEM DESCRIPTION	Delv Date	Quantity	UOM
10	BIOMETRIC ACCESS CONTROL SYSTEM			
SINo	Description	Delv Date	Quantity	UOM
10	Biometric Access Control System	30.06.16	20.000	QTR

### General Note :

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.

The supplier shall submit EI/EII forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EII forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EII forms pending to be issued.

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid + Checklist (Annexure-H) + Unpriced bid indicating taxes & duties (Annexure-G) in a sealed cover, super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"

Part-II. Priced offer in another separate sealed cover super scribing on the cover as "PRICE BID / PART-II"

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. The supplier must fill and send all the Annexures as indicated in the list of attachments. Annexure-H & Annexure-G (with taxes and duties, without indicating prices) should be filled and submitted along with the technical bid, else your offer is liable for rejection.

3. Offers with validity of less than 180 days and non-acceptance of LD & RP clause and Reverse Auction will lead to rejection of submitted offer.

4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

The offers should reach us before the time of opening of tenders. The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

**R.I. PETER IRUDAYARAJ**

Senior Manager  
EXECUTIVE / Fossil Boilers  
Materials Management  
BHEL, TIRUCHY - 620 014.



# BHARAT HEAVY ELECTRICALS LIMITED

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TAMILNADU (INDIA)

2651600016 / 23505

5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.
6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical and commercial evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-H/Point No.18)
7. Order shall be placed on single vendor on cumulative L1 basis for total package.
8. BHEL will consider MSE vendor as per Government guidelines.
9. Vendors are requested to avoid the following points while submitting the Bid Documents:
  - a. Loose or spiral bound bid documents are not encouraged.
  - b. In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.
10. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.
11. List of Attachments:
  - a. Tender Notice, Scope of Project, Technical Specifications & Annexures A to G - Total 45 Pages
  - b. Commercial Terms & Conditions - Annexure-H

## Enclosures :

"LD clause has to be confirmed without fail."

The offers should reach us before the time of opening of tenders.  
The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

R.I. PETER IRUDAYARAJ

EXECUTIVE Manager  
Materials Management /

BHEL, TIRUCHY - 620 014.

# **Bharat Heavy Electricals Limited**

**High Pressure Boiler Plant**

**Tiruchirapalli**



**Tender for  
Biometric Entry-Exit Management System for Contract  
Labourers (BEEMSC)  
On Finance Lease For a period of 5 years**

Contents	Page No.
TENDER NOTICE.....	3
1.0 Request for Proposal.....	4
2.0 Qualification Criteria.....	4
3.0 Instructions & Guidelines for Bidders.....	6
4.0 Commercial Terms & Conditions.....	11
5.0 Techno-Commercial Terms & Conditions.....	13
6.0 Scope of the Project.....	24
 PART-A.....	 24
Supply, Installation & Commissioning.....	24
 PART-B.....	 27
Technical Specifications of Biometric Entry-Exit Management System for Contract Labourers (BEEMSC).....	27
 7.0 CHECKLIST of FORMATS.....	 38
Annexure A.....	39
Annexure B.....	40
Annexure C.....	41
Annexure D.....	42
Annexure E.....	43
Annexure F.....	44
Annexure G.....	45

Terms Used:

<b>OEM</b>	-Original Equipment Manufacturer / Principal Equipment Manufacturer
<b>Bidder</b>	- Bidder participating in the tender as per the qualification criteria
<b>AMC</b>	- Annual Maintenance Contract
<b>BEEMSC</b>	-Biometric Entry-Exit Management System for Contract Labourers



**Tender Notice:**

Ref. No.: 2651600016

Date : 04.06.2016

M/s -----  
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Dear Sirs,

Subject: Supply, Installation & Maintenance of Bio-metric **Entry-Exit Management** System for Contract Labourers (BEEMSC) on Financial Lease Basis for 5 years

Sealed quotations are invited for the supply, installation and maintenance of Bio-metric Smart Card Computerized Entry-Exit Management System on 5 years Financial lease basis as per specifications detailed under "TECHNICAL SPECIFICATION" and Terms and Conditions as enclosed. Firm offers should be submitted in two parts as detailed in relevant sections. All the parts should be individually sealed and superscribed indicating Part No. as required and enclosed in the main cover duly sealed and superscribed clearly with our tender notice No. and due date.

Before preparing the bids, please see the details in various Annexures.

Please note that the sealed tenders will be received in the Tender Room located in MM/Tender Opening Cell, Room No: 26, Ground Floor, 24 Bldg, High Pressure Boiler Plant, BHEL, Trichy up to 14.00 Hrs. on 27.06.2016 Part-I Techno Commercial Bid will be opened on the same day at 14.30 hours in the presence of such bidder's and /or their authorized representatives who choose to be present. The representative should be the same person who has signed the documents or his authorized representative with duly authorized letter. There shall not be any overwritten figures in document. All the corrections/over-writings should be duly signed by the authorized person submitting the offer and should be rewritten in both figures and words.

BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post and also reserves the right to accept or reject any or part of the tender without assigning any reason thereof.

Tender should be addressed to:

**Tender Opening Cell / MM  
Room No: 26, 24 Building, Ground Floor  
High Pressure Boiler Plant  
Bharat Heavy Electricals Limited,  
Trichy, Tamil Nadu – 620 014**

With Regards  
For & on behalf of BHEL Trichy.

**DGM  
CP-SP&WC /MM/ RM  
BHARAT HEAVY ELECTRICALS LIMITED, Trichy  
Tel No.: 0431-2577938  
E-mail: tvenkat@bheltry.co.in**

## 1.0 REQUEST FOR PROPOSAL

Bharat Heavy Electricals Ltd., Trichy (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria below. The tender is invited in TWO PARTS, PART-I ( Techno-Commercial) & PART-II (PRICE) for Supply, installation & maintenance of **Biometric Entry-Exit Management System for Contract Labourers** (BEEMSC) for a period of 5 years on Financial lease basis. The Qualification criteria for the bidders are as follows:

### 2.0 Qualification Criteria:

The Bidder shall fulfill the following qualification criteria, which shall be backed by necessary documents.

Sl.No	Description	Vendor Conformance ( Yes / No)
2.1	<p>Equipment : Bidder should be either Original Equipment manufacturer or should be Authorized System Integrator partner having direct purchase and support agreement with the OEM for biometric Smart Card Readers quoted for this tender.</p> <p>In case the tenderer is a system Integration Partner of the Principal Manufacturer, a valid certificate from the Principal Manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific tender is to be furnished. The Certificate / Authorization Letter specific to this tender must be enclosed by Authorized Representative of the OEM with the Technical Bid.</p>	
2.2	The Bidder shall have back-to-back agreement with the OEM to provide service and spare support for at least 5 years for the offered solution. Bidder shall give an undertaking to provide the agreement on award of contract.	
2.3	<p>Bidder should have experience of successful execution of project involving biometric Smart Card based attendance recording during preceding 5 years from tender due date, catering to 2000 or more Biometric Smart Cards in at least one project and total 6000 Biometric Smart Cards inclusive of one project of 2000 or more. The complete project mentioned should be of total solution and infrastructure setup, training and support.</p> <p>The work order should be on the name of the bidder. The order copy of above mentioned projects and successful completion/ performance certificate from the customer along with the offer is to be submitted.</p>	
2.4	Bidder should have supplied minimum 15 number of biometric smart card reader to at least one industrial firm.	
2.5	The bidder should have turnover of at least 1 Crore per annum in past 3 financial years. Certificate from bankers/charted accounts/IT return to this effect shall be submitted along with the offer.	
2.6	Vendor shall clearly mention all customer references with number of equipments supplied and year of commissioning of Biometrics	

	System operating anywhere in India such as: Name of the unit / company, Name of the contact person; Address/ e-mail id, Mobile and Office phone of contact person, Month & year of commissioning of the Biometric Smart Card System, Capacity, Design, Configuration, System Guarantee, Service Support provided etc. for verification by BHEL, Trichy directly.	
2.7	Vendor shall furnish user's certificate for Biometric smart card reader System working satisfactorily with specified speed for consecutive two years in last 3 years from the date of tender enquiry, so as to qualify against this tender enquiry.	
2.8	Bidder should have in-house software development team for application software development, customization & implementation. List of such professionals along with their expertise area related to the said system to be submitted along with the offer.	
2.9	In case of offer submitted by both OEM & channel partners /authorized dealers, the offer submitted by OEM alone will be considered	
2.10	The Bidder should have Registered and Incorporated office in India for last 3 years. Alliance/liaison office in India shall not be accepted.	
2.11	Bidder and OEM should have a clean track record, i.e. the Bidder / OEM / any group company should not have been blacklisted by any PSU/Govt./Quasi Govt./Govt. Undertaking companies in India during the last three years. To this effect, a declaration should be given by the bidder.	
2.12	Bidders should ensure that his employees are covered under ESI/ Medical coverage and Provident Fund as per applicable statutory rules and regulations.	
2.13	All the Biometric smart card readers offered by the Bidder shall be from single OEM only.	
2.14	The OEM should have support infrastructure in spares stocking, Technical support and logistics in different locations in India. Specify the OEM Spares logistics locations in India with address.	
2.15	Bidder should have professionals with expert level certification from the OEM of the quoted products and also having experience of implementing / maintaining Biometric solutions.	
2.16	Bidder should fulfill all statutory and safety requirements for personnel engaged while executing the contract. Due to non-compliance of the applicable statutory provisions, if BHEL has to incur any expenditure in this regard the same will be compensated by the Bidder.	

**(Relaxation of the above pre-qualification and eligibility criteria will not be entertained under any circumstance. Hence bidders who do NOT comply with one or more of the above eligibility criteria NEED NOT apply.)**

**Note:**

**(1) The Bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the Bidder has fully understood the Tender and complies with all the requirements. In case of any deviation, it has to be brought out explicitly.**

- (2) Bidder shall note that the lease contract will be on Bipartite agreement.
- (3) BHEL reserves the full right to reject any bidder based on other reasons deemed fit but not mentioned above.
- (4) BHEL has the right to cancel/re-float the Tender at its discretion.

### **3.0 INSTRUCTIONS AND GUIDELINES TO BIDDERS**

#### **3.1 INTRODUCTION**

M/s Bharat Heavy Electricals Limited (BHEL), A Govt. of India Undertaking is today one of the largest engineering enterprise of India with an excellent track record of performance. The company has 17 manufacturing divisions, 8 Service centers and 4 power sector regional centers, besides project sites spread all over India and abroad and also regional operations divisions in various state capitals in India for providing quick service to customers. BHEL manufactures over 180 products under 30 major product groups and meets the needs of core-sectors like power, industry, transmission (including railways), defense, telecommunications, oil business, etc. Products of BHEL, make have established an enviable reputation for high quality and reliability. BHEL incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110 049 invites offers on Financial basis of Equipments / Services in BHEL, as per Technical specification and Commercial Terms and Conditions detailed in the tender documents.

#### **3.2 LEASE SCHEME (Financial Lease)**

Lease Period under the scheme shall be for Five years and the Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire lease period, insurance, any other incidental charges like natural calamity, sabotage, damage etc. Lease Period shall start from the date of successful completion of installation and acceptance by BHEL. Details of acceptance procedure and requirement are enclosed separately along with technical specifications. Vendor shall be responsible for comprehensive on-site maintenance of the supplied equipment & services during the entire lease period. Payments shall be released in quarterly installments, as per Payment Terms and other Commercial Terms & Conditions. The bidder shall quote the AMC Charges for all items and services for the next two years on completion of the five years lease period.

#### **3.3 BIDDER TO INFORM HIMSELF FULLY:**

3.3.1 The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., bidder shall at once contact the official inviting the tender, for pre-bid discussions/clarifications, before submission of the tender.

3.3.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the bidder in his offer.



### 3.4 PROCEDURE FOR SUBMISSION & OPENING OF BIDS

The Bidders shall submit the offer in single stage with TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.

#### **ENVELOPE-I: "PART-I: TECHNO - COMMERCIAL PART"**

The following details are to be written on the top of the envelope:

NAME OF WORK:

Enq. NO.:

Due Dt:

FROM: [NAME & ADDRESS OF BIDDER]

This envelope shall contain (i) Techno-Commercial (Part-I) of Bidding Document in original duly stamped and signed on each page along with unpriced bid indicating applicable taxes & duties, (ii) Techno-Commercial details including all supporting documents in "Original" as per check list provided in Page No. 38 and duly signed and stamped in each page.

#### **ENVELOPE-II: "PART- II: PRICE PART"**

This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I

The following details are to be written on the top of the envelope:

NAME OF WORK:

BIDDING DOC. NO.:

PRICE PART (DO NOT OPEN)

FROM: [NAME & ADDRESS OF BIDDER]

The Bidder shall submit only price/ Rates as per Schedule of Rates without any condition. Condition indicated, if any, in the Price part shall not be taken cognizance of and such bid may be rejected without assigning any reasons thereof.

The prices shall be filled up both in figure and in words and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be signed by the authorized signatory.

All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.

Tender should not be addressed to any Individual's name but to be send to following address only:

**Tender Opening Cell / MM  
Room No: 26, 24 Building, Ground Floor  
Bharat Heavy Electricals Limited  
High Pressure Boiler Plant  
Tiruchirapalli - 620 014  
Tamil Nadu, India**

*Signature of the Bidder*

*Page 7 of 45*

Tenders should be free from CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.

The PART-I shall consist of the following:

1. Bound volume of:
  - a) Technical Specification & Checklist duly filled for all the items. The bidder should offer only as per Technical Specification of the equipments. The bidder shall furnish point-by-point compliance against each item of the specification. The bidder shall avoid just indicating "we are fully complying with the technical specification" Instead point by point confirmation shall be furnished. Any deviations from the above and incomplete offers are liable to be rejected. The Purchaser reserves the right to accept or reject the technical offer.
  - b) If the offer provides any extra features and subsystems in addition to those called in the tender, it shall be explicitly brought out.
  - c) Bill of Material of Major Items
  - d) The un-priced copy of the Price bid format shall be the same as the Price bid but without the Prices. All the quoted Prices/Rates etc. shall be replaced with the word 'QUOTED' or 'Q', in the un-priced copy.
  - e) Enclosures as defined in Checklist of Formats
  - f) Copy of Price Bid format as per Annexure-G (without indicating prices)

## **PART - II: PRICE BID**

Price bids of only techno-commercially short listed vendors will be opened. Price Format containing PRICES only (to be furnished in the enclosed Price Bid format only). Prices shall be quoted in Indian Rupees only. Price quoted should be on lease per quarter/ AMC basis on 5 years. The price breakup for individual items shall be indicated to enable BHEL to decide the quantity while ordering.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s). If the offer provides any extra features and subsystems in addition to those called in the tender, it shall be explicitly brought out with cost implications.

## **OPENING OF TENDERS**

Only one representative from each firm will be permitted for the tender opening.

**PART-I** (Techno-Commercial Bid) shall be opened on the due date and time as specified in the Tender Notice, in the presence of bidders who may like to attend.

The **PART II** - Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Point No.5.29). Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and



commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid/Reverse Auction (RA).

3.5 Literature, Pamphlets submitted along-with the offer shall only be treated as supplementary information. All their contents shall be considered as unread and also will not be considered as part of the quotation. The information/details provided as per our formats/annexure shall only be considered and evaluated.

3.6 Manufacturer's name, Model no., Trade Mark or Patent No., if any, should be specified. Vendor not submitting their bids in two parts i.e. PART-I (Techno-Commercial Bid) & PART II (PRICE BID) will be out rightly rejected.

**3.7 VALIDITY OF OFFER**

Offer shall be kept valid for six months (180 days) from the due date of Tender Opening.

**3.8 DEVIATIONS**

Bids shall be submitted strictly in accordance with the Technical specification and Terms & Conditions of the Tender Enquiry. Vendors have to submit a "NO Deviation Certificate" in Part I of his offer as per sample enclosed (Annexure B).

**3.9 LANGUAGE & CORRECTIONS**

The bidder shall quote the rates in English language and international numerals only. The metric system of units shall be used, for the purpose of tender.

3.10 Bidder shall fill the ORIGINAL tender documents issued by BHEL. All entries and signatures in the bid shall be in BLUE INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.

3.11 All entries shall be filled in neat and legible handwriting. No over-writings erasures and corrections are permitted and may render such bids liable for rejection.

3.12 However, if any cancellations, corrections and insertions are in the bid, the bidder shall duly attest the same.

**3.13 REJECTION OF BID AND OTHER CONDITIONS**

3.13.1 All biometric Smart Card Readers shall be of same OEM. No mix and match is allowed.

3.13.2 Bidders are requested to note that point by point confirmation should be provided for the technical specification and wherever columns, rows and spaces are provided, it should be filled with relevant data without fail. Any format not properly filled, partially filled or not filled will make the bid liable for rejection. In case, any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

3.13.3 Bids not received by the due date and time shall be rejected and representatives of such bidders shall not be allowed to attend the bid opening.

3.13.4 A demonstration should be provided by the shortlisted vendors in Contract Cell of HR by taking the finger prints of 25 contract labourers. The speed of the reader should be proved as  $\leq 1.5$  second to capture the finger print image from the smart card , finger print image as we place our finger and then to complete the verification

process. The offer is liable to be rejected if the speed of the reader is not proven as per the technical specification. Price bid will be opened only after the qualification of vendors in demonstration process.

- 3.13.5 BHEL shall hold pre bid discussions on **16.06.2016 at Bldg 24, BHEL, Trichy**. Prospective bidders are requested to attend the same to seek any clarifications.

Any relevant information pertaining to this tender can be obtained only from in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

- 3.13.6 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall be viewed seriously and suitable action will be taken as per company norms.
- 3.13.7 The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
- a) to reject any or all the bids.
  - b) to increase or decrease the quantities.
- 3.13.8 The offer is liable to be rejected, if it is found that after Price Bid Opening, the Checklist of Price Bid submitted by the bidder in Part-I offer, is different from the Price Bid (Part -II).
- 3.13.9 Purchaser reserves the right to reject a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the Bank Guarantee, if it is found that the bidder has deliberately given wrong/misleading information in his bid.
- 3.13.10 The offer is liable to be rejected, if it is found that the bidder has not quoted Prices/Rates of one or more of the enquired equipment.

### **3.14 TENDER EVALUATION**

3.14.1 Only those Bidders who meet all the requirements as per Eligibility Criteria for Bidders will be considered for further evaluation.

3.14.2 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. The Rates(s)/Prices(s) quoted by the Bidders either in price bid (or) RA shall be arithmetically checked and contract shall be awarded to bidders who have quoted lowest (L1) rates i.e. on the basis of delivered cost (Net cash outflow to BHEL)

3.14.3 Bidder shall quote the quarterly lease charges (including principal repayment, tax, interest, support charges, etc.) for 5 years, for up gradation and support during the lease period at BHEL, Trichy. All Taxes are extra in the package i.e Taxes are not to be included in the quote. All Taxes will be reimbursed to the vendor by BHEL on production of proof. However, all applicable tax rates should be shown separately in the bid.

3.14.4 BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after techno-commercial

evaluation. Information and general terms & conditions governing RA as per point 5.29.

3.14.5 Totals/ Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between prices quoted in words and figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.

3.14.6 The supplier shall **compulsorily** quote the price for buy back the existing 20 nos. Bio-Metric Smart card Readers (Make- M/s. ZECONS Pvt. Ltd, Bangalore), Enrolment kit and one camera. etc., of the Bio-Metric System as indicated in the Annexure-F.

3.14.7 The tender evaluation process will be based on “(A+B)-C”, where ‘A’ refers to the total cost of the lease, ‘B’ refers to onetime payment for Mifare Smart card & peelable PVC Sticker and ‘C’ refers to the total price of the buy back 20 Nos. of Bio-Metric Readers, Enrolment kit, camera etc (Refer Annexure-G). If the supplier does not quote for ‘C’, ‘C’ will be considered as zero.

3.14.8 Though, offer of higher warranty/ configuration/ rating, than what is required as per tender specifications, may be accepted, no extra weight age or preference will be given for the same.

3.14.9 Prices of optional items, if quoted, shall not be considered for Price evaluation and comparison.

3.14.10 The total values of the offers will be compared and the least value will be taken as L1 offer.

#### **4.0 COMMERCIAL TERMS AND CONDITIONS FOR BIDDERS**

**4.1 GENERAL** The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

#### **4.2 BHEL Trichy’s Biometric Entry-Exit Management System for Contract Labourers (BEEMSC) Requirements**

Bio Metric Contract Labour Entry-Exit Management System will be a comprehensive solution for building an accurate verification system for contract labourers in BHEL Trichy complex. The system shall be installed and put into operation at identified security gates at HPBP, SSTP , Unit II, Civil Township and BHEL Main Hospital complex and will be monitored from a centralized office located at HR Contract Cell. The system shall regulate the entry & exit of Contract Labour through Bio-Metric System and help in capturing the details of contract labour entry/exit and other details.



The system needs to be online with the existing data communication network. Total operation of the hardware & software items for the said system is to be executed by the vendor. The infrastructure is proposed to be built in such a way that it is scalable and can take up emerging requirements in terms of employee strength in future.

#### **Expectations from Vendor:**

M/s BHEL has Contract Labour strength of approximately 2000 persons in a day under various works contracts. The strength may vary at the time of execution of the project.

Vendor is required to give a total solution & services as per specifications enclosed. The full working of the system is to be implemented at various gates of BHEL factory, BHEL Township and Medical areas. All equipment maintenance and services is the responsibility of the Vendor. In case, any extra item is required for complete functioning of the system, the same must be included and shall be quoted as a package. Vendor is to give in detail the methodology for implementation of the proposed solution.

#### **4.3 Rates**

Rates to be quoted on Lease on quarterly basis including all Charges for a period 5 years

Rate quoted shall be inclusive of all duties, freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares during the five year period. Rates shall remain FIRM without any variation till completion of the contract period. Rates are to be quoted as per Price Bid Format. Rates indicated against every item in the price bid should not include tax rates. All applicable tax percentages should be shown separately.

#### **4.4 PAYMENT TERMS**

Lease period will start after issue of Commissioning Certificate by BHEL Trichy. The payment of contract charges will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate. Payment will be released after submission of verified invoices and on certification by BHEL. Uniform lease rate will be paid in all quarters. Vendor has to complete the installation at the locations to be identified by BHEL along with LOI/ Order. The first quarter of payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL (calendar quarterly basis). An installation certificate will be issued by BHEL after completing the Acceptance Test Procedure (ATP) terms. Thereafter, payment will be made at the end of each quarter.

#### **4.5 DEDUCTION FOR DOWNTIME**

##### **DOWNTIME CALCULATION FOR THE SUPPLIED EQUIPMENT & SERVICES**

Vendor shall be responsible for running the system at the uptime of 98% per month or higher. The deduction for downtime will be as mentioned below.

Deduction from payments will be made for non-availability of any of the equipment for any downtime of 30 minutes or more in a day as detailed below. The downtime will be calculated on hourly basis per month on 24 hours basis.

### DOWNTIME CALCULATION

Deduction from payments will be made based on downtime of equipment(s) monitored on daily basis. The amount to be deducted will be calculated as per the deduction formula given below:

If equipment 'X' is down for > 30 minutes in a day: Say for 8 Hrs

Quarterly Rent amount of equipment 'X' is Rs. A

Then the deduction for an equipment will be: Rs.  $(A / 90) * (8/24)$

At the end of the contract period if any equipment is found down, final payment for the contract will be made only after system is made up.

Downtime calculation will be applicable for non-availability of services arising because of malfunctioning of Bio-metric Smart Card Readers, PC, Servers etc.

Note:

If the uptime for any equipment falls below 98% continuously for 1 month, the equipment shall have to be replaced by the Vendor, without any extra charge.

5. TECHNO-COMMERCIAL TERMS AND CONDITIONS		Bidder's Compliance Yes / No	Bidder's Remarks
5.1	The bidder shall quote the prices only as per the price bid format enclosed in ANNEXURE.		
5.1.1	The total values of all the offers [(A+b)-C as referred in 3.14.7] will be compared and the least value will be taken as L-1 offer.		
5.1.2	Price quoted shall be inclusive of the following during the Contract period and shall remain FIRM without any variation till completion of the contract period All required hardware and software for the system shall be supplied, installed and commissioned by the vendor. It includes but not limited to -		
5.1.3	Installation of Biometric Smart Card Readers, Power supply, Connectivity to the readers including termination, data connectivity & configuration of Readers.		
5.1.4	Installation & configuration of Servers and Application software at Contract Cell - Welfare		
5.1.5	Creation of Database tables & Configuration on Oracle Server.		
5.1.6	Development & Customization of Application Software and reports as per BHEL requirements		
5.1.7	Configuration implementation & maintenance of the complete system for the Financial lease period.		
5.1.8	To provide any extra report required by BHEL to carry out its day-to-day operations, during the implementation phase as well as for the complete lease period will be vendor's responsibility. However time frame to fulfill such requirements may be decided mutually by Vendor & BHEL.		

5.1.9	Preparation of Biometric smart cards, Stickers, Consumables for printing of Biometric Smart Cards including print heads and cartridges required for the preparation of the cards will be in vendor's scope.		
5.1.10	The Service/Maintenance engineers shall coordinate all activities related to the complete systems operation & monitoring.		
5.1.11	Supply, Installation and Maintenance of Computer hardware, software and configuration of desktop Workstations with OS and Antivirus software to monitor the Contract Labour Entry-Exit Management system		
5.1.12	All relevant software upgrades should be provided during the period of contract at free of cost and source code of all software packages shall be handed over to BHEL for future maintenance.		
5.1.13	Any other items required to complete the system in full is under vendor's scope		
5.1.14	Freight, handling and packing charges, transit insurance, installation		
5.1.15	On-site comprehensive maintenance.		
5.1.16	On-site comprehensive Insurance covering total scope of supply and man power		
5.1.17	Spares & Software/Firmware Updates		
5.2	Comprehensive maintenance shall include the following : a. Replacement of faulty component/equipment during contract period b. Installation charges c. Site inspection charges d. Cost of two resident Service /Maintenance Engineers e. Lease tax/right to use tax / any other statutory levies including service tax.		
5.3	On-site Comprehensive insurance covering total scope of supply and man power during the currency of the contract. The beneficiary of the Insurance should be BHEL.		
5.4	<b>Lease Period:</b> Lease period will commence only after successful supply, installation and commissioning of the entire equipment, its interconnectivity and prove out of the software in all respects to the satisfactions of BHEL Officials as per the scope of the contract.		
5.5	<b>Quarterly Payment</b> Quarterly Payment will be processed based on the		

	certification of BHEL officials after verifying the functioning of the total system.		
5.6	The completion of installation and commissioning shall be as per the mutually agreed ATP (Acceptance Test Plan) and shall be certified by BHEL. The installation and commissioning shall be completed in all respects within 2 weeks from the date of completion of total supplies.		
5.7	Spares: The Bidder shall maintain required spares to maintain the specified uptime. An inventory of critical, non-critical and consumable spares shall be stored at BHEL to carry out the maintenance during the entire lease period. In addition to above minimum 2 numbers of Biometric smart card readers at BHEL to be maintained in good condition.		
5.8	BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re.1/- (Rupee one only). On payment of terminal charges, the ownership of the entire system including all equipment, spares and software will get transferred to BHEL without any other payments. BHEL will claim depreciation from the date of commissioning.		
5.9	The Annual Maintenance Charges subsequent to the lease period after 5 years shall be quoted. The scope of AMC after lease period shall be comprehensive including Spares & Services and shall be applicable for a period of 5 years and will be binding on the Bidder. BHEL reserves the right to enter in to AMC after the Lease period renewable each year for a period of 5 years or less.		
5.10	<b>Delivery &amp; Project Implementation Schedule</b> The bidder shall be responsible for timely delivery, installation & commissioning of all Hardware/software given in the scope of supply /work at the BHEL's premises. All the Hardware/ Software shall be delivered within 2 weeks from the date of placement of order and successfully installed and commissioned within 2 weeks from the date of delivery of Hardware/software. Delivery, installation and commissioning of all the equipment, shall be within 4 weeks from date of LOI (Letter Of Intent). Penalty will be levied in case of delays @ ½ % per week of delay, of lease value of all items ordered, subject to a maximum of 10%.		
5.11	Ordered items shall be offered for pre-dispatch inspection before shipment. BHEL reserves the right to inspect the components or give dispatch clearance based on Bidder's inspection and other reports.		
5.12	All equipment supplied and installed at the stipulated locations shall be new and confirming to the contract technical specifications. Relevant test certificates, certificate of newness of equipment and any other statutory documents		

	<p>should be furnished.</p> <p>The vendor has also to produce a certificate from his principal OEM for back to back support as per enclosed format (Annexure-A).</p>		
5.13	<p>Complete technical literature including specification, part numbers of spares, catalogue pertaining to the products as required and suppliers address are to be submitted along with technical offer.</p>		
5.14	<p><b>SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER:</b></p> <p>BHEL reserves the right to relocate the equipment. Supplier is responsible for Shifting of equipment from one location to another within BHEL campus and to integrate the system.</p>		
5.15	<p>Uptime of 98% shall be guaranteed for the system on monthly basis. Any down time beyond 2% will result in the reduction of lease rates on Pro-rata basis</p>		
5.16	<p>Bidder should arrange a system for registration, monitoring and redress of all complaints during the contract period</p>		
5.17	<p>Hardware upgrades during contract period shall provide upward compatibility at mutually agreed prices.</p>		
5.18	<p>The Bidder shall submit the proposed plan of execution and the methodology to execute the plan at the time of bid submission.</p>		
5.19	<p>The offers shall be evaluated based on the total value of Financial lease for 5 year for the entire scope of the tender. The total value of Financial lease are calculated based on the offered lease charges per Unit per Quarter. AMC charges quoted for the period after lease period will not be considered for evaluation.</p>		
5.20	<p><b>Contract Agreement</b></p> <p>This tender document shall be deemed to form an integral part of the contract to be entered into for this work. The successful bidder shall have to enter into a <b>Bipartite Lease agreement</b> contract with BHEL on non-judicial stamp paper as per Tamilnadu Government rules within 30 days of award of the contract, which will remain valid for the currency of the contract.</p> <p>The bidder has to furnish stamp duty amount as per Tamilnadu government rules.</p>		
5.21	<p><b>MAINTENANCE</b></p> <p>At least 2 Service/Maintenance Engineers shall be stationed at BHEL site. The resident engineers, to ensure 98% uptime and to coordinate daily operations including monitoring, maintenance of the Biometric smart card readers, servers, Maintaining the Biometrics system, and Management Information Reports generation. These engineers shall have expertise in managing the system under the contract. They should have the knowledge and expertise to prepare the</p>		

	<p>Biometric smart card and stickers. Documentary proof of certification and experience of the engineers shall be provided. These engineers shall be available on-site between 7.00 AM to 5.00 PM during all working days of BHEL, Trichy and support for 24x7 working shall be available on call basis, to meet any exigency.</p> <p>Maintenance service shall cover services, repairs and replacements necessary to keep all the equipment in good working order on reasonable use of the equipment during the lease period. However in case of any defect or sabotage or damage due to any reason whatsoever, the same equipment should be rectified/replaced by the vendor within 24 hrs (24x7 manner) of reporting of such incident. Vendor shall maintain sufficient equipment inventory onsite to rectify/replace the damaged/defective/non-functioning equipment. Vendor has to submit the monthly inventory status to BHEL in a prescribed format. Periodic maintenance check should be carried out to keep the equipment in good working condition. Maintenance will include all plastic and/or rubber parts, back up batteries, etc. Real time clock and memory back up Batteries of all Bio-metric smart card readers and sensors of the card readers are to be compulsorily replaced once in 2.5 years and also in the last quarter of the lease contract. The details of maintenance and other activities are given at Sl. No. B.8.</p>		
5.22	<p>The Bidder should follow and comply with TN Govt. Minimum wages as applicable from time to time, ESI / Medical coverage, PF, Bonus and other statutory regulations as stipulated in applicable Stat/Central Government and regulations for the employees while executing this contract. Besides, they are to be paid BHEL additional wages at the rate of Rs.4100/- per month. PF and ESI should be paid for the Minimum wages and also for BHEL additional wages.</p>		
5.23	<p><b>TRAINING</b>  Training of BHEL personnel shall be part of the contract. During installation at BHEL, the associated BHEL coordinators shall be guided on the system usage. Exhaustive and detailed maintenance training shall be provided to BHEL officials to enable BHEL to carry out maintenance after the expiry of the lease period</p>		
5.24	<p><b>INSTALLATION AND COMMISSIONING</b>  The installation and commissioning will be in the scope of bidder. After commissioning, education and training should be provided to all Contract labourers. Minimum required number of people should be arranged by the vendor for successful commissioning and smooth establishment of the system.</p>		

TERMINATION OF CONTRACT AND CONSEQUENCES		Bidder's Compliance Yes / No	Bidder's Remarks
5.25.1	BHEL reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms & Conditions or non-performance of the equipment/system below 98% continuously for more than one month, is at the risk and cost of the Bidder. On termination of the Financial lease agreement, no lease rent shall be payable to the Bidder for the remaining period from the date of Termination.		
5.25.2	In case of the contract termination, Bidder shall remove the equipment from BHEL premises at his own risk and cost after due permission from BHEL.		
5.25.3	Fore-closure: In case of fore-closure of the Financial lease agreement by the BHEL for reasons not attributable to the Bidder, pro-rata compensation will be payable. Compensation will be equivalent to the basic price component for the remaining quarters of the lease period and the ownership of the equipment shall be transferred to BHEL.		
5.26	<b>ACCEPTANCE OF ORDER</b> Bidder shall submit Letter of acceptance for the LOI/ Order/ Contract within one week.		
5.27	<b>PATENTS &amp; TRADEMARKS</b> Bidder shall at all times indemnify BHEL against all claims which may be made in respect of the Systems/goods/Software supplied, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against BHEL, BHEL will inform the Bidder who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.		
5.28	<b>Validity of the tender</b> Validity of the offer should be 180 days from the date of tender opening.		
5.29	<b>Reverse Auction (RA):</b> BHEL reserves the right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified bidders after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Bidders are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry. 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet. 3. BHEL will inform the bidder in writing in case of reverse		

	<p>auction, the details of Service Provider to enable them to contact &amp; get trained.</p> <p>4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</p> <p>5. Bidders have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.</p> <p>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.</p> <p>7. Reverse auction will be conducted on scheduled date &amp; time.</p> <p>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</p> <p>9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</p> <p>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of bidder to conduct business with BHEL as per prevailing procedure.</p> <p>11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</p> <p>12. BHEL reserves the right to negotiate if need be, with the "L1" bidder of the Reverse Auction.</p>		
5.30	<p><b><u>Liquidated Damages (LD) Clause</u></b></p> <p>It is clearly understood among the parties to the contract that "Time is the essence of the contract". Therefore, the delivery/commissioning of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of ½% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order value will be levied. Liquidated damages @ ½% per week subject to a maximum of 15% shall be applicable for delay in the Period for completion of the Installation &amp; Commissioning work.</p>		

5.31	<p><b><u>Risk Purchase :</u></b>          BHEL reserves the right to exercise 'Risk Purchase' option for procurement of the undelivered items, or their equivalent, from any other source at the cost of the Bidder in case there is delay of more than 8 weeks beyond the delivery date, in completing the execution of the order. Similarly, the 'Risk Purchase' option shall be exercised by BHEL for spares and services in case of excessive downtime or poor maintenance support. Such expenses will be deducted from any payment due to the Bidder from BHEL.          Bidder is responsible for the integration/maintenance of the equipment purchased under 'Risk Purchase' clause.</p>		
5.32	<p><b><u>Performance Bank Guarantee (PBG):</u></b>          The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for throughout the contract period of five years from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi. The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks.  <b>LIST OF CONSORTIUM BANKS</b>          1. DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING .CORPORATION LTD.  <b>LIST OF NATIONALISED BANKS</b>          1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB &amp; SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER &amp; JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK.</p>		
5.33	<p><b><u>Force Majeure clause:</u></b>          Vendor shall not be responsible for delay in delivery &amp; maintenance services resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the user to the Vendor within 15 days from the date of its occurrence. Such acts/ events shall include but not be limited to Acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations imposed after the date of order/contract.</p>		
5.34	<p><b><u>Guarantee:</u></b> During the period of lease /AMC all defective parts/ modules shall be replaced/rectified free of cost without any cost implication on BHEL. Any part / module that becomes faulty shall not be blamed to be the fault of BHEL. The faulty parts/modules shall be repaired within the scope of AMC.</p>		

5.35	<p><b><u>Indemnity :</u></b>  Bidder shall fully indemnify and keep indemnified BHEL against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software.  All such claims in this regard will be settled as per Indian Laws.  In the event of any such claims being made against the BHEL, BHEL will inform in writing to the Bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.</p>		
5.36	<p><b><u>Insurance:</u></b>  Comprehensive insurance cover for all equipment during the currency of the contract. The responsibility for the insurance will rest with the Bidder only. Insurance for the complete Systems/Goods shall be arranged by the Bidder at his own risk and cost throughout the period of lease contract. Evidence of insurance policy shall be submitted to BHEL</p>		
5.37	<p><b><u>Confidentiality:</u></b>  Bidder shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings &amp; documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract</p>		
5.38	<p><b><u>Non-Disclosure Agreement</u></b>  The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma format for the Non-Disclosure Agreement is attached as Annexure-E</p>		
5.39	<p><b><u>Arbitration :</u></b>  In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration of the sole arbitration of the Executive Director/ GM of BHEL, Trichy or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Executive Director /GM to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award.  The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal. All disputes shall be subject to the exclusive jurisdiction of courts at Tiruchy.</p>		

5.40	<b>Withdrawal from the Contract:</b> In case the bidder withdraws the offer submitted by him/her after it is accepted by BHEL and fails to supply the goods as per the terms and conditions of the contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the purchase order and to recover from the bidder the extra cost and the other loss incidentals to the breach of contract on the part of the Bidder.		
5.41	All the items as required to meet the tender documents and its Annexures are in the suppliers scope. Any items which are-excluded by the supplier shall be brought out clearly in their offer.		
5.42	<b>General Conditions</b> Point by point confirmation for the Technical Specification enclosed to be provided. If there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be liable for rejection. If needed additional sheets shall be used.		
5.42.1	Relevant catalogues to be attached.		
5.42.2	Prices shall be quoted item wise only as per the model format enclosed.		
5.42.3	Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment will not be accepted. "Newness" certificate from OEM shall be furnished for all items.		
5.42.4	Insurance documents for all the items shall be produced on demand		
5.42.5	Make, Model, Product No and Details of each Item must be mentioned clearly		
5.42.6	All the Items must be supplied in full and complete.		
5.42.7	Proper documentation, labeling and tagging shall be carried out for all the equipment used in the entire landscape for easy management and maintenance.		
5.42.8	Incomplete offers will not be considered for further processing.		
5.42.9	Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the lowest price shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.		
5.42.10	The Bidder shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.		
5.42.11	Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL).		
5.42.12	BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.		
5.42.13	BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.		



5.42.14	All Equipments / Services including Personnel for carrying out the installation and commissioning of the Equipment shall be arranged by the bidder. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.		
5.42.15	The bidder shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.		
5.42.16	Vendor shall arrange for boarding, lodging and logistics of onsite commissioning engineer and operations engineers. BHEL will not be able to provide any boarding or lodging facilities for the resident service/maintenance engineers.		
5.42.17	Successful bidder shall sign the Bipartite Lease Agreement as per BHEL format.		
5.42.18	Any replacement during lease period shall be supplied free of charge for BHEL, Trichy.		
5.42.19	Maintenance during the lease period shall not be sub-contracted. The maintenance/service engineers posted at site shall be direct employees of the bidder.		
5.42.20	In case a service engineer leaves the bidder organization, a suitable substitute resource shall be provided, with the approval of BHEL, within a week.		
5.42.21	During the period of Lease, all Defective Parts/Modules shall be replaced/rectified free of cost without any cost implication on BHEL.		
5.42.22	BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re. 1/- (Rupee one only).		
5.42.23	The identified vendor should install any additional card reader at any location in BHEL complex at the agreed cost of a card reader without any additional charges		
	<b>Full Address of the company</b>		
	<b>Company Email ID:</b>		
	<b>Phone No.:</b>		
	<b>Fax No</b>		
	<b>Pan No</b>		
	<b>CST /TIN No</b>		
	<b>Service Tax No.</b>		
	<b>Name of the contact person:</b>		
	<b>Mobile No.:</b>		
	<b>e-mail ID</b>		

## SCOPE OF THE PROJECT

### PART-A

A.1. Supply, Installation and commissioning, Warranty, maintenance and Training

A.2. Data management and monitoring/ controlling software

A.3 Documentation

### PART-B SPECIFICATION OF BIOMETRIC ENTRY AND EXIT MANAGEMENT SYSTEM FOR CONTRACT LABOURERS (BEEMSC)

B.1. Bio- metric smart card reader

B.2. Bio-metric smart card

B.3 Networking / Communication

B.4. Software specification

B.5. Hardware specification

B.6. Master details & basic validation requirements

B.7. Acceptance and test procedure for project

B.8 Maintenance and backup

### PART A

#### A.1. SUPPLY, INSTALLATION AND COMMISSIONING:

##### Scope, Terms and Conditions

Scope of Contract	Bidder's Compliance Yes / No	Bidder's Remarks
<p>Biometric based Contract Labour Management System on 5 year Financial lease basis, consisting of the following:</p> <ul style="list-style-type: none"> <li>Design, development, manufacture, supply, assemble, transport, install all the hardware &amp; software , configuring, testing, commissioning of Biometric system, as per specifications enclosed and prove out the complete system in full , migration of data from existing system to new system.</li> </ul> <p>The system should be able to meet the following requirements (but not limited to):</p>		

	<ul style="list-style-type: none"> <li>• The system should permit access to the factory as per stipulated rules.</li> <li>• The system should be in compliance with ISMS (Information security management system)</li> <li>• The system should transfer data to ORACLE platform for wages, PF and ESI calculations.</li> <li>• Comprehensive Maintenance of entire system, including the existing infrastructure like power and network cables which becomes a part of the new system, for a period of 5 years.</li> <li>• All relevant accessories for preparation of Bio-metric smart card shall be in the scope of the contractor.</li> </ul>		
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	<b>A.2. Data Management and Monitoring/ Controlling software</b>	Bidder's Compliance Yes / No	Bidder's Remarks
A 2.1	Data Management and Monitoring/Controlling software specification will be provided by BHEL, Trichy and may change during the course of development of the software. Vendor will be required to do modifications in the software as per BHEL, Trichy's requirements.		
A 2.2	Functioning /non-functioning of the Bio-metric Smart Card Readers deployed on the network due to any reason. <ol style="list-style-type: none"> <li>Checking of Functioning /non-functioning of the Bio-metric Smart Card Readers after specified number of hours.</li> <li>Indication for Bio-metric Smart Card Readers and Smart Card Readers working on Power or battery backup.</li> <li>A graphical display/interface for monitoring the above devices on network shall be preferable.</li> <li>Change of parameters like time or date.</li> </ol>		
A 2.3	Data Management <ol style="list-style-type: none"> <li>Continuous monitoring and online continuous downloading of data in oracle table for each date having format (Contract Labour No., Time, date (dd-mm-yyyy,) location /machine number, IN/OUT flag. Format may change during the implementation.</li> <li>The change of data like inclusion/exclusion of Contract Labour No. , change of shift etc. related to biometric system on the Biometric Smart Card Readers. This data is to be picked up from the central software/server.</li> <li>Data files which will be generated on Oracle System/Excel format should be designed in a maintenance free fashion without cleanup facility.</li> <li>100% reliable and fool proofing of data transfer from card reader to oracle database and vice versa.</li> </ol>		

A 2.4.	Vendor shall demonstrate the working of biometrics system and procedure for downloading the data and processing it for various report generation.		
A 2.5	Complete documentation of the system (both hardware and software) should be provided by vendor.		
A 2.6.	Any extra item required like hardware/software/man-hours to make the total system successfully operational will be in the scope of vendor.		
A 2.7	Supply, installation & configuration of any additional software/component required for the desired functioning of the Biometrics System including the Operating System shall be vendor's responsibility.		
A 2.8.	Onsite user training for operating the application software, for 3 days period is to be provided by the vendor at their own cost.		
A 2.9	Preparation and supply of Additional Bio-metric Smart Cards, Replacement of lost/damaged Bio-metric Smart Cards, Renewal of Bio-metric Smart Cards and Change in Bio-metric Smart Card Data required during the contract period or change in business rules in application software will be vendor's responsibility.		
A 2.10	Surrendered /Returned Biometric Smart cards are to be reused. Preparation & printing of peelable PVC Stickers and changing the data in the surrendered/returned Bio-metric Smart Cards are vendor's responsibility.		
A 2.11	Vendor has to ensure the availability of such additional requirement as & when needed. Approximately 3000 Bio-metric Smart Cards shall be required annually.		
A 2.12	Vendor has to prepare and supply any additional or replacement of lost/damaged Bio-metric Smart Card within two working days from the date of reporting.		
<b><u>A.2.12 Additional information for Total Solutions and sub system:</u></b>			
A 2.12.1	Vendor must provide the scheme for total solutions for the system operations and networking.		
A 2.12.2	Vendors may visit BHEL to familiarize themselves with the layout and requirements before quoting for the system.		
A 2.12.3	Vendor shall provide un-priced BOM (Bill of Material) sheet along with technical compliance.		
A 2.12.4	Vendor must provide the technical compliance in the specified format only. As given in the enclosed specification sheet.		
<b>A.3.DOCUMENTATION</b>			
The following 5 sets of documents in bounded form shall be supplied in triplicate along with the systems. The documents may be in CD and printed forms.			
A 3.1	Full product specification and supplier address		

A 3.2	Technical specification of all sub systems and supplier address.		
A 3.3	Circuit diagrams required for maintenance		
A 3.4	Service manuals		
A 3.5	Proof for ISO standards used in biometric smart card reader		
A 3.6	Networking configuration & full detail		
A 3.7	Operation and maintenance manual		
A 3.8	Software Instruction manuals for all users.		
A 3.9	Software up gradation procedures.		

## PART-B

### Technical Specifications of the Contract Labour Entry-Exit Management System

	Specification	Bidder's Compliance Yes / No	Bidder's Remarks
<b>B.1. Bio-metric smart card reader</b>			
B.1.1	The Bio-metric smart card reader shall have the Mifare® technology suitable to read Bio-metric smart card at a Swiping Distance from 0.1 to 5 cm and read finger print with fault rejection ratio < 1% and fault acceptance ratio < 0.0001%		
B.1.2	Each Bio-metric smart card reader shall be suitable to handle min. 1000 users. The recording speed shall be ≤ 1.5 second and the number of punching per minute shall be indicated in the offer.		
B.1.3	24 Bio-metric smart card readers are to be installed at various gates of BHEL, Trichy premises. (The actual number of readers may increase by 6 numbers based on requirement). The readers will have relay output for external audio visual tower light to indicate the swipe acceptance. LED Indication for Power / battery mode, Accept/ reject and network Status to be provided. The audio visual tower light is in vendor scope		
B.1.4	The Bio-metric smart card reader will have LCD wide-angle display to facilitate enhanced readability even in dim lighting conditions with Alphanumeric character & Backlit display and key pad. Under normal circumstances date, time, IN /OUT mode and status of memory consumed shall be displayed. While swiping, Contract Labour no. , punched time, date , validity of swiping and status of memory consumed shall be displayed. Provision shall be provided on the Bio-metric smart card readers an audio (Voice prompt preferable) and visual display (5 mm		

	LEDs) and a relay output. The LED Indication for Power / battery mode, IN /OUT, Accept/ reject and network Status to be provided.		
B.1.5	The Bio-metric smart card reader units shall support local verification / validation of each punch.		
B.1.6	Reader shall be provided with memory capacity of $\geq 512$ KB for transaction of data, approximately 8000 punches, and store minimum 1500 employees details in local data base for minimum period of 48 Hours.		
B.1.7	Reader shall be operated in 230V, AC $\pm 10\%$ , and ambient temperature of 10 to 55 ° C. In case of power failure, the reader shall be suitable to punch in/out by means of battery backup for a minimum period of 6 Hours. The exact hours shall be indicated in the offer. Minimum 3 years In built battery backup for real time clock and stored data and the In built battery should be replaced once in two and half years.		
B.1.8	Data residing at local Bio-metric Smart Card readers will be updated in the Central Database Server in online mode as and when swiping is recorded.		
B.1.9	Provision shall be provided to assign a particular Reader unit or a group of designated units to a particular group of employees.		
B.1.10	Provision shall be made in Reader unit to avoid any duplicate punch within a short span of time ( adjustable) and the same shall be indicated as already punched in the display.		
B.1.11	The Reader unit shall be suitable to mount at gates in the open shelter.		
B.1.12	All the equipment supplied shall have proper closing (covers) to avoid insects or rats entering into the cabinet and damage any component.		
B.1.13	Finger print Image shall be in compliance with as per ISO 17974-4, Template as per ISO 17974-2 and Contactless smart card reader should be in compliance with ISO 14443A. Requisite certificate to be furnished along with the offer.		
B.1.14	Finger print sensor shall be Impact resistant, scratch resistant, weather durable and Corrosion free Optical non-contact type Polaroid finger scanner. The finger print reader should be capable to read wet, greasy and dirty finger print. Supplier has to replace the finger print reader sensor once in 2.5 years for fail proof operation for all the Biometric card readers. The bidder should supply the sensor along with newness certificate.		
B.1.15	Finger print sensor shall have maximum allowable finger rotation $\pm 35^\circ$ and displacement 5mm.		
B.1.16	Finger print reader should be conforming to ISO17974-4 & ISO 17974-2 and should be able to transfer the finger print patterns of the card to the card reader memory and match these patterns when the finger is put on the sensor. The reader should be able to match any of 3 finger patterns		
B.1.17	The Reader unit shall have provision for configuration of percentage of comparison of finger print image. The reader shall have in built TCP/IP with 100Mbps data transfer speed and RS 232 Communication port		

B.1.18	The Reader unit shall be provided with an external switch to select IN / OUT and a reset switch if it is required to reset the reader.		
<b>B.2. BIO-METRIC SMART CARD</b>			
B 2.1	Bio- metric smart card shall be used for both identity, authorise entry-exit movement. Preparation of Bio- metric smart card including preparation of finger print image and template are in vendor scope.		
B 2.2	The cards shall be reused for contract labourers with different label pasted on it.		
B 2.3	Vendor shall quote separate offer for 2.3.1 Preparation of Contactless Bio-metric smartcard (read and write) with printing 2.3.2 Preparation of Peelable PVC Sticker with printing		
B 2.4	The card shall contain the following entities and it should have two different colour bands. 2.4.1 Front side i. Company name. ii. Name, Contract Labour No., iii. Father Name/ Spouse Name iv. Date of Birth v. Designation vi. Contractor Name vii. UAN No., viii. ESI No., ix. Issued on x. Valid upto xi. Authorised Signatory xii. Card control number xiii. Employee's Photo 2.4.2 Back side Standard Instructions (This is subject to addition and deletion)		
<b>B 2.5 General</b>			
B 2.5.1	The Bio- metric smart card shall have a running key numbers along with Contract Labour No. to avoid duplication/ copying.		
B 2.5.2	In case of Bio- metric smart card missing, provision should be available to disable the Bio- metric smart card and issue a new Bio- metric smart card.		
B 2.5.3	For card preparation vendor shall indicate in the offer the list of inputs required from BHEL.		
B 2.5.4	Vendor has to capture the photograph of the contract labour while obtaining thumb impression and the same shall be used by the vendor to prepare card.		
B 2.5.5	BHEL reserves right to increase or decrease the quantity based on final requirements.		
B 2.5.6	In case any additional facility is required on the supplied equipment, requiring upgrade the Vendor/lesser shall provide the same at Mutually agreed terms. BHEL also reserves the right		

	to extend the lease after expiry of initial period. The extension will be decided on mutually agreed rate and terms & conditions and will be valid only after written communication to this effect.		
<b>B.3. NETWORKING / COMMUNICATION</b>			
The Network requirement for the proposed Biometric Contract Labour Entry-Exit Management system (BEEMSC) is as follows:			
B 3.1	The existing data network, consisting of the fast Ethernet switches Ethernet LAN shall be fully made use of for setting up the Biometric Contract Labour Entry Exit Management system (BEEMSC).		
B 3.2	Smart card reader / group of Smart card readers, shall be directly plugged into 100/1000 Mbps Ethernet switch ports wherever they fall within 100 meters.		
B 3.3	The vendor is advised to visit the site to assess the exact requirements of the cabling and other equipment and accordingly inform it to the networking team of Informatics Centre.		
B 3.4	Vendor should inform any problem regarding uptime and availability of network to BHEL immediately.		
B 3.5	The vendor shall assure a response time of less than 1.5 second at all locations during peak hour with smartcard, finger print and reader for validation in 1:1, 1:N mode. The supplier should mention the response time, when validation is done centrally from the central database. Note: 1:1 means comparing the finger print with the finger print image stored in the biometric smart card. 1:N means comparing the finger print image with the finger print image stored in the readers memory.		
<b>B.4 SOFTWARE</b>			
The Smart card data shall be updated on-line in the Oracle database.			
<b>B.4.1 APPLICATION SOFTWARE REQUIREMENT SPECIFICATIONS:</b>			
<b>All Biometric</b> Entry-Exit recording system related Software, installation, Program development, configuration, data entry and commissioning by the vendor.			
<b>B 4.2 Other Software Requirement</b>			
B 4.2.1	A Work-order wise Monthly Report shall be generated for short absence hours.		
B 4.2.2	If a Contract Labour has not come to our campus continuously for a month under the contractor under whom the Biometric Card is issued, the Biometric Card will be invalidated and contractor will be asked to surrender the card. There shall be provision in software to enable this and a report of such invalidated cards shall be created. Once in a month, system has to generate a letter advising the contractor to surrender the invalidated card to contract cell.		
B 4.2.3	Based on report from the Contract Labour/Contractor, Missing/damaged card shall be invalidated.		
B 4.2.4	All reports (Formats enclosed) shall be generated from data stored on oracle database. <ul style="list-style-type: none"> <li>• <b>Calculating man-days-contractor wise and Work-order wise</b></li> </ul>		

	<ul style="list-style-type: none"> <li>• <b>Wage sheet contractor wise</b></li> <li>• <b>PF and ESI calculation reports</b></li> <li>• <b>Registration of contractors with Assistant Labour Commissioner</b></li> <li>• <b>Missing Cards report on monthly basis</b></li> <li>• <b>Quarterly Report reg. multiple cards issued for the same labour.</b></li> <li>• <b>Daily attendance report-Gate wise, Shift wise</b></li> <li>• <b>Other customized reports as per requirement.</b></li> </ul>		
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## **B5. HARDWARE SPECIFICATION**

### **Attendance Server Specification**

<b>Sl. No.</b>	<b>Parameter / Feature</b>	<b>Detailed Specifications</b>
1	Make & Model	
2	Mounting	Rack Models
3	Height	Max 2U
4	Processor	Intel Xeon E5-2630 V3 or latest Multicore processors at 2.4 GHz or higher with SPEC CPU Rate 2006 of 610 or higher (60% of SPEC Int Rate base2006 plus 40% of SPEC fp Rate base2006 scores - tested with 128GB RAM or more) with 15MB Cache or higher. The quoted processor should be of latest generation. Supporting documents for the processor specification and benchmark details to be enclosed.
5	No. of Processors	Two (2)
6	Chip Set	Intel 5500 family chipset / Matching chipset for the quoted processor
7	CPU Cache	12MB L3 Cache
8	RAM	24GB DDR3 1066 MHz expandable to 48GB.
9	Extension slots	4 or more PCI-X / PCI-Express slots
10	HDD	6 x 300 GB or higher SFF hot Pluggable SAS 10K rpm
11	Internal HDD bays	6 or more hot plug drive bays
12	DVDROM	8x or higher DVD-CDRW Combo Drive
13	Raid Controller	2 Nos. of 3G SAS RAID Controller, each with 256 MB battery backed cache and should support RAID 0, 1, 1+0, 5. Up to 8 HDDs
14	Tape drive	24/48 GB or higher capacity latest generation internal/external DAT drive with controller, 40 numbers of data cartridges and 5 numbers of cleaning cartridges. Required backup software. Or LTO5 Ultrium tape drive with 10 Numbers of 1.5 TB capacity tapes and 2 numbers of cleaning cartridges with necessary backup software with SAS/SCSI controller adapter and necessary cables to connect to server.

15	LAN Card	2 Nos. of separate 10/100/1000 Ethernet Cards each with 2 ports (with at least 1 card on board)
16	Power Supply	Should come with Hot Pluggable & Redundant Power Supply
17	Fans	Hot pluggable redundant fans
18	Management Software	Management software having following features provided with server: 1) OS independent browser based remote management for monitoring and configuring servers. . 2) Provide proactive notification of actual or impending component failure alerts. 3) Inventory management (H/W & S/W)
19	Operating System	Red Hat Linux Advanced Server 6.0 or latest / MS Windows 2012 Enterprise Edition Server or latest
20	Database	Oracle 11g and Higher versions with Minimum number of named user licenses compatible with Server OS supplied.
21	Certifications	For OEM : ISO 9001 (Latest version)
		ERTL/FCC-EMC Class A or Class B
		Latest version of IEC-60950-1 / IS 13252 / UL-60950
		ACPI (Latest Version) compliant
		RoHS compliant
22	Warranty	OEM onsite, labour, parts warranty for the entire lease period

### **Specification of PC at Contract Cell:**

Sl. No.	Parameter / Feature	Detailed Specifications
1	Make & Model	
2	Processor	Core-i5-6500 (3.2GHz, 4MB L3 cache) or higher
3	Motherboard	<b>Motherboard and FRU parts should be of OEM's make &amp; part no.</b>
4	Chipset	Matching Q series Chipset for the quoted processor
5	RAM	4GB dual channel DDR3 1066 MHz expandable to 8 GB
6	HDD	500 GB SATA or higher 7200 rpm with <b>Pre Failure Alert</b>
7	Optical Drive	16X or more DVD+/-RW SATA
8	Monitor (Asset Controlled)	17" TFT (OEM make) with Aspect ratio 5:4 or 4:3 and min. resolution of 1280*1024 TCO 03/05 compliant
9	Graphics	Intel GMA HD integrated graphics
10	Keyboard	Minimum 104 keys (Same make as PC)
11	Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)

12	Audio	Integrated Intel High Definition Audio, AC'97/20-bit audio with internal speakers
13	Ethernet	Integrated (on-board)10/100/1000Mbps RJ45 port with WOL, PXE & ASF (Alert Standard Format) 2.0 OS independent software to monitor & analyse network connection
14	PCI Slots	Minimum 2 PCI-E slots
15	Ports	Minimum 1 Serial, 6 USB (Ver 2.0), VGA, Speaker, Microphone, Headphone, 1 parallel port (in case of motherboard not supporting parallel port then separate card to be installed in the cabinet)
16	Software	Windows 10 Professional 32/64 bit (with roll back to 32 bit and downgrade option to Windows 7) with latest service pack, Restore / Recovery CD & with OS media CD with each PC (in absence of OS Media CD OEM pack of OS to be supplied), a software to provide data recovery to restore user data, settings, applications and Operating System in the event of a software crash or virus infection. The latest system drivers should be available on OEM's website for the entire lease period.
17	Form Factor	Micro ATX Desktop
18	Diagnostic Tool / Software	OEM's Diagnostic tool for hardware diagnostics
19	Preloaded Management Software	Have preloaded client of management software Antivirus with latest data files with support for entire contract period.
20	Security	Removable media boot control, Serial, Parallel & USB Interface Control, Power-On Password, Setup Password, should give alert on management console and desktop on tampering the system. Should come with integrated Trusted Platform Module (TPM)1.2 Security Chip.
21	Certifications	OS Certification from Microsoft
		For OEM : ISO 9001 (Latest version)
		ERTL / FCC - EMC class B
		Latest version of IEC-60950-1 / IS 13252 / UL-60950
		ACPI (Latest Version) compliant
		RoHS compliant
		Energy Star 5.0 compliant
22	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period

## B.6 MASTER DETAILS & BASIC VALIDATION REQUIREMENTS

	<b>B.6.1 MASTER DETAILS</b>	Bidder's Compliance Yes / No	Bidder's Remarks
B 6.1.1	<p>The following masters are to be supported by the package:</p> <p>Contract Labour master containing Name, Sex, Father/Spouse Name, Contract Labour No., Biometric Card No., Category of Contract Labour, Designation, punch status code, Contract Labour Photo, Three finger prints images, Blood Group, Date of Birth, ESI number, PF Number/UAN number, Address, PAN Card No, Voter ID No, Driving Licence No, AADHAR Card No, Ration card details, Bank Account number, Date of Joining, Date of Exit, Complete Service records – Contractor Wise, Contractor No., Identification Mark, Work Order no.&amp; date, Valid upto etc. Vendor shall deploy persons on site for preparation and issue of ID cards.</p> <p>If ID is already available the details are to be displayed for editing if required. The system will also check whether the labourer has any ID card issued to him and already working for some other contract, validity of ESI etc.</p>		
B 6.1.2	Enrollment has to be done centrally at HR Contract Cell, the reader available here only need to have recording facility. All other readers in gates shall be only fingerprint reader with no enrollment facility.		
B 6.1.3	System should provide a facility to add, modify or delete master data by authorized persons.		
<b>B.6.2 Basic Validation Requirements:</b>			
B 6.2.1	There should be a minimum of two punches (IN and OUT). The Contract Labour number stored in the card has to be validated with the Contract Labour number in the card reader and the finger print image in the card to be matched with the finger print image placed in the sensor and punch status code available in clock /server to get registered in the master.		
B 6.2.2	Single machine shall be used for both IN and OUT punch for entry and exit.		
B 6.2.3	The ID along with time stamp, gate number, contractor code and mode (IN/OUT) is to be captured and updated in the server.		
B 6.2.4	If a Contract labour has worked only in first session or in second session, then 4 hours absence has to be created for the session NOT worked.		
B 6.2.5	There shall be audit trails of unsuccessful attempts and		

	fingerprints of such attempts shall be captured and report created daily both during entry and exit.		
B 6.2.6	While the Contract Labour leaves the premises he has to show his card and place his finger in the reader with reader in "out" mode to register his exit from company premises. The reader will capture id, time stamp, gate no and mode and store the record in the database. There shall be audit trials of unsuccessful attempts and fingerprints of such attempts shall be captured and report created daily.		
B 6.2.7	System should not authenticate invalid and validity expired card.		

### B.7 ACCEPTANCE TEST PROCEDURE FOR THE PROJECT

B.7.1	Complete system supply, installation and running of system as per requirements and technical specifications must be completed for proceeding with ATP.		
B.7.2	Complete system documentation, user manual, soft media and hard copy, giving details of configuration, various wiring diagrams, layout, Marking and labeling of all cables ,ports, terminations etc running instructions to be submitted. This will serve as reference document in case of any problem/ system augmentation etc		
B.7.3	Newness certificate: The Vendor/Lessor has to submit the newness certificate of all the equipment/spares supplied.		
B.7.4	OEM support: The Vendor/Lessor has to submit the certificate from the principal of equipment suppliers for their back to back support for the entire contract period.		
B.7.5	After the installation and commissioning of the system as per the technical specification following are to be done		
B.7.6	Demonstration of minimum 25 number of transactions from each Smart Card Reader for 1:1, 1: N mode.		
B.7.7	Online report for all the above swipes.		
B.7.8	Demonstration of smooth working of all software modules as per specifications from the central application servers.		
B.7.9	Demonstration of web based report viewing facility on local area network with proper authorization & authentication		
B.7.10	Demonstration of working of Smart Card Readers on battery, in case of power failure during day & night, emergency situation.		

**B.8.MAINTENANCE AND BACKUP:**

<b><u>8.1 Details of maintenance and other activities.</u></b>		Bidder's Compliance Yes / No	Bidder's Remarks
B 8.1.1	Vendor shall be responsible for the continuous and smooth operation of the hardware and software for the entire period.		
B 8.1.2	Vendor shall have back up arrangement with Original Equipment Manufacturer (OEM) during contract period for PCs and Servers to ensure availability of spares and services.		
B 8.1.3	Regular back up of PCs and server system and oracle database to ensure smooth recovery and business continuity in case of system failure.		
B 8.1.3	Maintain oracle forms, reports used by HR Contract Cell and make them available for all the days throughout the year.		
B 8.1.4	Periodic back up of entry-exit and other useful data and handing over of data to HR Contract Cell.		
B 8.1.5	Daily checking starts before 7:00 AM for the entire Biometric Entry Exit Recording system to have prompt availability. Check for Validation Networking, date, time and IP address, down loading for raw data and their performance reporting status of the Biometric smart card readers to users regularly. In case of any issues related to punch recording, service personnel from the Vendor has to attend the issue on call basis immediately.		
B 8.1.6	On Sundays and Holidays, on-line status check shall be done.		
B 8.1.7	Updating backup files in server, clock time setting for Biometric smart card readers, status of server, ID card shall be done daily.		
B 8.1.8	Maintaining Daily log of monitoring for equipment complaints from field and systems and immediate action for rectification.		
B 8.1.9	Preventive maintenance schedule shall be given for monthly and quarterly to have a complete check-up as per OEM manual.		
B 8.1.10	Daily Report to BHEL for Status of Biometric smart card readers and number of contract labours entered using Biometric card		
B 8.1.11	Vendor needs to maintain critical spares for immediate replacement pertaining to this system.		
B 8.1.12	Vendor shall arrange to have a service facility in BHEL/TIRUCHIRAPPALLI. They have to post their Maintenance engineers during day time. Any failure in this system shall be attended immediately and the system availability shall be more than 98 %		
	Vendor shall provide adequate tools for regular work.		

B 8.1.13	BHEL shall arrange Movement pass for men and materials to attend work outside the campus of all the installations .BHEL shall provide for table space with lockable space to station the personnel of vendor.		
<b>8.2. Weekly Schedule of work</b>		Bidder's Compliance Yes / No	Bidder's Remarks
B 8.2.1	Running weekly backup at Server		
B 8.2.2	Check status of user table		
B 8.2.3	Check status of server tables		
B 8.2.3	Updating machine IDs and Biometric cards.		
B 8.2.4	Submission of daily log regarding the complaints and rectifications		
B 8.2.5	Weekly meet with HR Contract Cell regarding the issues faced and settled.		
B 8.2.6	Weekly report showing the details of Contractor who have engaged more than 20 contract workmen.		
<b>8.3 Monthly Schedule of work</b>			
B 8.3.1	Preventive maintenance schedule shall be planned for Checking of all the card readers, and Battery backup, Power check, networking connectivity and communication systems.		
B 8.3.2	Three (3) Months data have to be maintained always. Backup shall be kept for future verification.		
B 8.3.3	Backup, operating system of PCs and server.		
B 8.3.4	Updating master file for additions, deletions and transfers of Contract Labour.		
B 8.3.5	Monthly report on number of Contract Labour entered and total man-days punched – contractor wise, work-order wise.		

**7. CHECKLIST OF FORMATS (TO BE ATTACHED WITH TECHNO-COMMERCIAL BID (PART-I) DULY FILLED BY THE VENDOR)**

Sl. No.	Annexure to be attached	Format attached as Annexure	Whether attached (Yes / NO)
1	Authorization letter from OEMs for biometric Smart Card Readers	Annexure A	Yes / NO
2	No Deviation Certificate	Annexure B	Yes / NO
3	Annual Turnover Chart	Annexure C	Yes / NO
5	Details of Major Project Executed	Annexure D	Yes / NO
6	Non-Disclosure agreement	Annexure E	Yes / NO
7	Price Format without prices, indicating the % of statutory levies/ Taxes	Annexure G	Yes / NO

For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or Through e-mail <[peterri@bheltry.co.in](mailto:peterri@bheltry.co.in)>

**NOTE:-**

- Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"

**Declaration:-**

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

**Signature with date:**

**Name:**

**Designation:**

**Department:**

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)



ANNEXURE A

FORMAT FOR "LETTER OF AUTHORITY"

Tender Enquiry No. : \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_

To,  
-----  
-----

Date: \_\_\_/\_\_\_/\_\_\_\_\_

Subject: Letter of Authority

Tender Ref. No.: \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_

Dear Sir,

We hereby authorize \_\_\_\_\_ who will fulfill the requirements of the tender Enquiry Ref. No. \_\_\_\_\_, dated \_\_\_/\_\_\_/\_\_\_\_\_ to quote/ negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The authorized agency would ensure reliable service during complete R&G period. In case of any default alternative arrangement would be done by us on the same terms and conditions as negotiated and finalized in this tender enquiry.

(Authorized Signatory)

For \_\_\_\_\_

Place:

Date:

**Note: This 'Letter of Authority' should be issued on the letterhead of OEM and enclosed in Part-I.**



ANNEXURE B

FORMAT FOR "NO DEVIATION CERTIFICATE"

Tender Enquiry No: \_\_\_\_\_ dated \_\_\_/\_\_\_/\_\_\_\_\_

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no. \_\_\_\_\_, dated \_\_\_/\_\_\_/\_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

**Name:** \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:  
Date:

ANNEXURE C

ANNUAL TURNOVER OF BIDDER

Tender Enquiry No. : \_\_\_\_\_

Date : \_\_\_/\_\_\_/\_\_\_\_\_

Sl. No.	Financial Year	Turnover (In Rs. Crores)
1	2013-2014	
2	2014-2015	
3	2015-2016	

Place:

Date:

Signature with seal



ANNEXURE D

**EXECUTED MAJOR ORDER DETAILS**  
(As per Qualification Criteria)

Tender Enquiry No: \_\_\_\_\_ dated \_\_\_/\_\_\_/\_\_\_


Sl. No.	Organisation Name/ Contact Person details	Type of equipment supplied	Details of project
1			
2			
3			

Place:  
Date:

Signature with seal



Annexure-E

 BHEL - TRICHY	<b>THIRD PARTY NON-DISCLOSURE AGREEMENT</b>	Doc.No. : ISMS-04/TP/011	
		Ver. No: 2.0	Rev. No: 00
		Date : 01 - 10 - 09	

## THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

ANNEXURE-F

**SPECIFICATIONS FOR BUY BACK ITEMS**

**Reader Specification**

20 Nos. of Readers

Biometric reader with smart card sensor, 2x16 led display with backlit.

Flash memory 512 kb with integrated onboard TCP/IP @ 10/100mbps communication.

Keyboard support is optional.

Supports hardware I/O switch and software I/O.

**Camera Specification**

OLYMPUS MAKE , 7 MEGA PIXEL

**Enrollment Kit**

Enrollment kit with biometric sensor

**ID CARD PRINTER**

EVOLIS MAKE

Model: TATTOO 2

**Note: The above specification describes the existing bar code readers which are used to record the attendance and canteen management.**

**Format for Submitting the Lease Price details of Biometric based Entry-Exit Management System for Contract Labourers under 5 years Finance Lease**  
**BHEL, Tiruchy-620014**

ANNEXURE-G

5 Year Finance Lease Option (Quarterly Rental) (All values in Indian Rupees)											
Sino	Item Description	Item Qty No./SET	Quarterly Lease Rate per Unit	Quarterly Lease rate for TOTAL Qty.	Quarterly Maintenance charges for TOTAL Qty.	% of Lease Tax	% of Service Tax	0.5% of Swaach Bharat Cess on ST	0.5% of Krishi Kalyan Cess on ST	Service Tax for TOTAL Qty. J=(F+G+H) x D	Quarterly Rental charge including Tax K=C+D+H+J
		A	B	C= A x B	D	E	F	G	H	J	K
PART-A (Quarterly payment in arrear)											
1	Supply, Installation and Maintenance of Biometric Smart Card Readers with LCD Display for Contract Labour Entry/Exit Management System( including 2 Service Engineer Charges)	24 Nos									
2	Application software for Contract Labour entry/Exit Management System	1 No									
3	Server for Contract Labour entry/Exit Management System	1 No									
4	Desktop Workstations with OS and Antivirus soft ware - For monitoring of Contract Labour entry/Exit Management System	1 No									
5	If any other items is required, that may be specified by vendor with quantity	1 SET									
<b>PART-A</b>										<b>Total Quarterly Charge</b>	
										<b>Net Cash Outflow for 5 years (5x4xk)</b>	
PART-B											
One time Payment											
QTY No./SET	Rate/Qty without any Taxes	Value without Tax	% of applicable taxes & duties (ED, CST/VAT & Service Tax)	Total Value including Tax							
1	Supply and Preparation of Mi fare Smart card including Printing with lamination	10000									
2	Supply and Preparation of peelable PVC sticker including Printing	10000									
3	Battery (replacement after 2 1/2 yrs)	24									
4	Sensors (replacement after 2 1/2 yrs)	24									
<b>PART-B</b>				<b>Net Cash Outflow</b>							
PART-C											
1	Cumulative Rate for buy back of 20 Nos Reader & other items as per Annexure-F	In Rs									
<b>TOTAL NET CASH OUTFLOW FOR TOTAL 5 YEARS</b>										<b>In Rs= [(Part A + Part B) - Part C]</b>	
<b>Quarterly AMC charges from 6th year valid for 2 years</b>										<b>In Rs</b>	

**BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**  
**CAPITAL PURCHASE**

Annexure-H

**ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the bidder does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

**CHECK-LIST FOR BIDDERS**

SI No	DESCRIPTION
1.	<p>The Bidders shall submit the offer in single stage with <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <p align="center"><b><u>ENVELOPE-I: "PART-I: TECHNO - COMMERCIAL PART"</u></b></p> <p>The following details are to be written on the top of the envelope:</p> <p>NAME OF WORK:</p> <p>Enq. NO.:</p> <p>Due Dt:</p> <p>FROM : [ NAME &amp; ADDRESS OF BIDDER]</p> <p>This envelope shall contain (i) Techno-Commercial (Part-I) of Bidding Document in original duly stamped and signed on each page along with un priced bid with indicating applicable taxes &amp; duties, (ii) Techno-Commercial details including all supporting documents in "Original" as per check list included in Annexure - A and duly signed and stamped in each page.</p> <p align="center"><b><u>ENVELOPE-II: "PART- II: PRICE PART"</u></b></p> <p>This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I</p> <p>The following details are to be written on the top of the envelope:</p> <p>NAME OF WORK:</p> <p>BIDDING DOC. NO.:</p> <p>PRICE PART (DO NOT OPEN)</p> <p>FROM: [NAME &amp; ADDRESS OF BIDDER]</p> <p>The Bidder shall submit only price/ Rates as per Schedule of Rates without any condition. Condition indicated, if any, in the Price part shall not be taken cognizance of and such bid may be rejected without assigning any reasons thereof.</p> <p>The prices shall be filled up both in figure and in words and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be signed by the authorized signatory.</p> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.</p> <p>Tender should not be addressed to any Individual's name but to be addressed to following:</p> <p align="center"><b>TENDER OPENING CELL / MM  ROOM NO: 26, 24 BUILDING, GROUND FLOOR  BHARAT HEAVY ELECTRICALS LIMITED  HIGH PRESSURE BOILER PLANT  TIRUCHIRAPALLI - 620 014  TAMIL NADU, INDIA</b></p> <p>Tenders should be free from <b>CORRECTION AND ERASURES</b>, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p> <p><b><i>Bidder's Confirmation:</i></b></p>

2.	<p><b><u>OPENING OF TENDERS</u></b></p> <p>Only one representative from each firm will be permitted for the tender opening. PART-I ( Techno-Commercial Bid) shall be opened on the due date and time as specified in the Tender Notice, in the presence of bidders who may like to attend. The Part II - Price bid of Technically suitable Bidders alone would be opened after complete evaluation of Part-I. The Technically suitable Bidders would be informed about the tender opening date. Date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid.</p> <p><b><i>Bidder's Confirmation:</i></b></p>
3.	<p><b><u>Stage-I: Evaluation of Technical &amp; Un-priced Commercial Bids</u></b></p> <ul style="list-style-type: none"> <li>• Only those Bidders who meet all the requirements as per Eligibility Criteria for Bidders will be considered for further evaluation.</li> <li>• Technical and un-priced commercial bid of the bidder shall be opened and evaluated for acceptability of Technical offer, deviations and their acceptability, technical suitability, acceptance of technical and commercial terms. BHEL Trichy will evaluate the Technical bid submitted by the Bidders.</li> <li>• During the Technical Evaluation of the bid, BHEL Trichy may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc. Failure to furnish all/part of information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.</li> <li>• If there are any deviations in the technical solution offered, without affecting the functional requirement, they shall be filled-in the Deviation format issued with the tender document and submitted along with the bid. In case of no deviations, "<b>No Deviation Certificate</b>" shall be submitted. The deviations from the tender specification shall be clearly indicated giving the reference of the specification, if any, as per format for declaring deviations. If deviation other than what is specified in the list is found, the bid will be liable for rejection. BHEL Trichy reserves the right to accept or reject any deviation. Bids meeting BHEL Trichy's technical and commercial requirements only will be considered for Stage-II price evaluation.</li> <li>• Prior to price opening of bids, BHEL will determine whether each bid is accompanied by required commercial terms &amp; conditions, fulfils the qualifying requirement stated in Bidding Document and compliance to the requirement of the Bidding Document.</li> </ul> <p><b><u>Stage -II: Evaluation of the Price Bid:</u></b></p> <ul style="list-style-type: none"> <li>• Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. The Rates(s)/Prices(s) quoted by the Bidders shall be arithmetically checked and contract shall be awarded to bidders quoted lowest (L1) rates.</li> <li>• If some discrepancies are found between the rate given in words and figures, the rate in words shall be taken as correct.</li> <li>• Bidder shall quote the quarterly rental charges (including principal repayment, tax, interest, support charges, etc.) for 6 years, for exchange-implementation, migration and support during the lease period of the IP based Enterprise communication system at BHEL, Trichy.</li> <li>• BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing RA as per point 17.</li> </ul> <p><b><i>Bidder's Confirmation:</i></b></p>
4.	<p><b><u>Sub Contracting</u></b></p> <p>Maintenance during the lease period shall not be sub-contracted. The maintenance engineers posted at site shall be direct employees of the bidder.</p> <p><b><i>Bidder's Confirmation:</i></b></p>
5.	<p><b><u>Validity:</u></b> Validity of the offer should be 180 days from the date of tender opening.</p> <p>BHEL reserves the right not to consider offers from bidders with validity less than 180 days from the date of tender opening.</p> <p><b><i>Bidder's Confirmation:</i></b></p>
6.	<p><b><u>Terms of Payment:</u></b></p> <ul style="list-style-type: none"> <li>➤ Purchase Orders will be released on the successful bidder.</li> <li>➤ Lease period will start after issue of Commissioning Certificate by BHEL Trichy.</li> <li>➤ Quarterly lease rental charges become payable at the end of each quarter after certification by BHEL Trichy.</li> <li>➤ Bidder shall submit the invoice in triplicate for processing the bills.</li> <li>➤ Deduction for non-availability as per SLA will be made from the quarterly rental.</li> <li>➤ <b><u>Payment Terms:</u></b> 100% quarterly payment will be made after 45 days from the date of submission of verified invoices and on certification by BHEL.</li> </ul> <p><b><i>Bidder's Confirmation:</i></b></p>

7.	<p><b>Taxes and Duties :</b> All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 &amp; BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p><b>Cenvat credit &amp; VAT credit</b> If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing <b>CENVAT</b> credit for his input materials, the effect of proforma credit should be passed on to the purchaser</p> <p><b>Income Tax applicable</b> Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&amp;C charges will be payable extra. The liability of depositing the same to the Govt. will be of the bidder. Income tax depreciation will be claimed by BHEL</p> <p><b>Bidder's Confirmation:</b></p>
8.	<p><b>Performance Bank Guarantee (PBG):</b> The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, along with the order, for an amount equivalent to <b>10% (Ten percent)</b> of the value of the contract. The PBG shall be valid for throughout the contract period of six years from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi.</p> <p>The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks. <b>LIST OF CONSORTIUM BANKS</b> 1.DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD. <b>LIST OF NATIONALISED BANKS</b> 1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB &amp; SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER &amp; JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK</p> <p>If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG , it will be lodged in any one of the Indian counters of the Foreign Bank which issued the PBG.</p> <p><b>Bidder's Confirmation:</b></p>
9.	<p><b>Liquidated damages (LD):</b> It is clearly understood among the parties to the contract that "<b>Time is the essence of the contract</b>". Therefore, the delivery/commissioning of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 10% of the order value will be levied. Liquidated damages @ ½% per week subject to a maximum of 10% shall be applicable for delay in the Period for completion of the Installation &amp; Commissioning work</p> <p>For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered. <u>BHEL reserves the right to reject offers from bidders not accepting the above LD clause, with maximum LD as 10%.</u></p> <p><b>Bidder's Confirmation:</b></p>
10.	<p><b>Risk Purchase:</b> Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the bidder has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The bidder shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p> <p><b>Bidder's Confirmation:</b></p>
11.	<p><b>Force Majeure clause:</b> If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such nonperformance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.</p> <p><b>Bidder's Confirmation:</b></p>
12.	<p><b>Delivery terms and evaluation process:</b> Bidders should submit their offer for <b>FOR Destination basis</b>. Packing &amp; Forwarding and Freight &amp; Insurance charges from works to BHEL, Destination to be inclusive of basic rate. Applicable % of taxes&amp; duties should be clearly indicated. <b>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)</b></p> <p><b>Bidder's Confirmation:</b></p>

13.	<p><b>Delivery Schedule</b> The System (All the items) shall be supplied within 45 days after placement of order or issue of letter of intent/work order/Fax order and successfully installed/commissioned within 30 days as per scope of work in all respect from the date of supply of system</p>
<p><b>Bidder's Confirmation:</b></p>	
14.	<p><b>Guarantee:</b> (1) During the period of lease rental/AMC all defective parts/ modules shall be replaced/rectified free of cost without any cost implication on BHEL. (2) Any part / module that becomes faulty shall not be blamed to be the fault of BHEL. The faulty parts/modules shall be repaired within the scope of AMC.</p> <p>Offers from bidders not accepting the requested guarantee will be rejected.</p>
<p><b>Bidder's Confirmation:</b></p>	
15.	<p><b>Short shipment / Warranty replacement:</b> In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the bidder. Any warranty replacement during the lease period shall be on FOR/ BHEL-Destination basis.</p>
<p><b>Bidder's Confirmation:</b></p>	
16.	<p><b>Inspection &amp; Testing:</b> All goods shall be subject to inspection by BHEL or its authorized representatives at bidder's works (or) at BHEL destination or at any other place in India indicated by BHEL as the case may be. The bidder will not charge for the facilities provided for inspection of goods. The final inspection and acceptance of the project will be carried after installation of the equipment at BHEL, Destination.</p>
<p><b>Bidder's Confirmation:</b></p>	
17.	<p><b>Test certificates / Operating and Maintenance manuals :</b> The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost</p>
<p><b>Bidder's Confirmation:</b></p>	
18.	<p><b>Reverse Auction (RA):</b> BHEL reserves the right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified bidders after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Bidders are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.</li> <li>3. BHEL will inform the bidder in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>5. Bidders have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.</li> <li>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.</li> <li>7. Reverse auction will be conducted on scheduled date &amp; time.</li> <li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</li> <li>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of bidder to conduct business with BHEL as per prevailing procedure.</li> <li>11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</li> <li>12. BHEL reserves the right to negotiate if need be, with the "L1" bidder of the Reverse Auction</li> </ol> <p><u>BHEL reserves the right not to consider offers from bidders not complying with the RA process for finalization of the enquiry.</u></p>
<p><b>Bidder's Confirmation:</b></p>	
19.	<p><b>Ethical Standard</b> Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. Pursuance of this policy, BHEL will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. For the purposes of this provision, the terms set forth below are defined as follows: a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in</p>

	<p>the procurement process or in contract execution; and</p> <p>b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL.</p> <p>By signing the bid forwarding letter, the bidder represents that for the system it supplies, it is the owner of the intellectual property rights/ Authorised partner of the OEM. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.</p>
	<b>Bidder's Confirmation:</b>
20.	<p><b>Special Provisions for Micro and Small Enterprises (MSE)</b></p> <p>As the tender is floated on TOTAL PACKAGE basis hence splitting of tender Qty. among MSE vendor is NOT applicable for this tender.</p>
	<b>Bidder's Confirmation:</b>
21.	<p><b>Non-Disclosure Agreement</b></p> <p>The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma format for the Non-Disclosure Agreement is attached as Annexure-E.</p>
	<b>Bidder's Confirmation:</b>
22.	<p><b>Delivery &amp; Project Implementation Schedule</b></p> <p>The Bidder shall be responsible for timely delivery, installation &amp; commissioning of all the Hardware/software given in the scope of supply/work at the BHEL's premises. All the Hardware/software shall be delivered within 45 days from the date of placement of order and successfully installed and commissioned within 30 days from the date of delivery of Hardware/software.</p>
	<b>Bidder's Confirmation:</b>
23.	<p><b>INDEMNITY</b></p> <p>The bidder hereby undertakes to indemnify BHEL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, shops &amp; Establishment Act, Family pension &amp; Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.</p> <p>The Contractor shall defend, indemnify and hold BHEL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/ labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof. BHEL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) / labourer is engaged in the BHEL 's duty under the contract.</p> <p>The contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by BHEL.</p>
	<b>Bidder's Confirmation:</b>
24.	<p><b>INSURANCE POLICIES</b></p> <p>The Contractor shall at his own cost take insurance and maintain at all times until the close out of the Contract, insurance policies in respect of equipment and workmen engaged by him for providing services under this Contract.</p>
	<b>Bidder's Confirmation:</b>
25.	<p><b>TERMINATION OF THE CONTRACT</b></p> <p>BHEL reserves the right to terminate the Contract, at any stage during the period of the Contract based on the contractor's performance, by giving 30 days notice in writing.</p> <p>BHEL shall have the right to terminate this contract if:</p> <ol style="list-style-type: none"> <li>1.The Service Provider fails to provide services or contractual obligations in accordance with the SLA</li> <li>2.The Service Provider suspends the performance of all or part of the services, or</li> <li>3.The Service Provider abandons the services, or</li> <li>4. The Service Provider becomes bankrupt or goes into receivership ( or)liquidation or makes an assignment for the benefit of his creditors.</li> </ol> <p>In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices/ Security Deposit, as the case may be), shall be released to them</p>
	<b>Bidder's Confirmation:</b>
26.	<p><b>ARBITRATION</b></p> <p>All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes</p>

	<p>cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled as per the Guidelines of the Govt. of India.</p> <p>However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms &amp; conditions of Contract.</p>
	<p><b>Bidder's Confirmation:</b></p>
<p>27.</p>	<p><b>Amendment of bidding documents</b></p> <p>BHEL Trichy may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL Trichy.</p> <p>Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted only in websites (<a href="http://www.bhel.com">http://www.bhel.com</a>&amp;<a href="http://www.tenders.gov.in">http://www.tenders.gov.in</a>) in tender notification section. Hence the bidders are requested to visit the web pages regularly for updates.</p>
<p>28.</p>	<p><b>General Conditions</b></p> <ul style="list-style-type: none"> <li>➤ Point by point confirmation for the Technical Specification enclosed to be provided. If there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be liable for rejection. If needed additional sheets shall be used.</li> <li>➤ Relevant catalogues to be attached</li> <li>➤ Prices shall be quoted item wise only as per the model format enclosed. An unpriced copy shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly specified</li> <li>➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. "Newness" certificate from OEM shall be furnished for all items.</li> <li>➤ Insurance documents for all the items.</li> <li>➤ Make, Model, Product No and Details of each Item must be mentioned clearly</li> <li>➤ All the Items must be supplied in full and complete</li> <li>➤ Proper documentation, labeling and tagging shall be carried out for all the equipments used in the entire landscape for easy management and maintenance</li> <li>➤ Incomplete offers will not be considered for further processing</li> <li>➤ <b>Fixed price:</b> Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.</li> <li>➤ The Bidder shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> <li>➤ Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL).</li> <li>➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>➤ All Equipments / Services including Personnel for carrying out the installation and commissioning of the Equipment shall be arranged by the bidder. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>➤ The bidder shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.</li> <li>➤ Vendor shall arrange for boarding, lodging and logistics of onsite commissioning engineer and operations engineers.</li> <li>➤ Successful bidder shall sign the <b>Bipartite Lease Agreement</b> as per BHEL format &amp; same will be freeze by before the price bid opening.</li> </ul> <p>Any replacement during lease period shall be supplied free of charge on <b>FOR BHEL, Trichy</b> basis.</p> <p><b>Bidder's Confirmation:</b></p>

<b>29. Company Details &amp; Contact</b>	
Full Address of the company:	
Company Email ID:	
Phone No.:	
Fax No	
Pan No	
CST /TIN No	
Service Tax No.	
Name of the contact person:	
Mobile No.:	
e-mail ID	
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail <petetri@bheltry.co.in>	

**NOTE:-**

- a) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"

Declaration:-

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)