



General Contract Conditions (GCC) of MM Tenders

BIOMETERIC ATTENDANCE MACHINES

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Distt Tarn Taran, Punjab-143422]

Tender Enquiry No	1718-092
Enquiry date	14.11.2017
Last time and date of tender submission	1500 Hrs 07.12.2017
Tender opening time and date	1530 Hrs 07.12.2017
Quotation Parts	<u>Two-part Bid</u>
Item Description	BIOMETERIC ATTENDANCE MACHINES
Item Specification	<u>As mentioned in Technical Specification (Annexure-I)</u>
Delivery schedule (In days)	<u>30 days from date of release of PO/LOI</u>
Validity of offer (In days)	<u>90 days</u>

Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

G1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.

G1.1 INSTRUCTION TO BIDDER (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm_ivp@bhel.in) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover quotation to Sh Harpreet Rai/ SDGM/Head-MM or Sh Gurcharan Singh / AGM-Operations & MM. [Contact: 01859 224 615/631]. Bid can be send to following address:

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

G1.2 INSTRUCTION TO BIDDER (In case of E-Procurement)

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at <https://bheleps.buyjunction.in>. **Offers in any other mode will not be accepted.**

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps:



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a. Requirements

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu.
4. Install Java 1.8 Update 67/72/79/77 (32 OR 64 Bit)

b. Mandatory Requirements:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.

For Unregistered Suppliers in EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL. Please follow the below steps for registration: -

1. Click Register Button (Top of the Screen).
2. Please input your organization PAN No (in case of Indian supplier) or click "Foreign" in case you are an overseas Supplier.
3. Click on INTERESTED Button against the Organisation name 'Trichy, BHEL'.
4. Key in your desired login id (Login Code should be 8 - 24 characters in length and can only use numeric values) If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of overseas suppliers it will be prefixed with "OTF".
5. Fill in the other details.
6. Fill in the Captcha code and click next
7. Register your Signing certificate and click next
8. Select at least one procurement category you may be dealing in.

Once the above steps are completed, your profile will be activated by mjunction within 2 business hours. After registering follow the steps provided in "For Registered Supplier" to view RFQ.

NB:-

- 1 BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

For Registered Supplier in EPS:

1. Supplier visits EPS home page
2. Supplier signs in with their user id and password
3. Selects the RFQ Code and views it.
4. Attaches themselves to the RFQ by clicking the interested button
5. Supplier fills the bid template and makes necessary attachments
6. Supplier submits their bid by clicking CONFIRM.

In case of any assistance, please call the following Nos for support:

033-6601 1717(From 9:30am to 5:30pm)

9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (From 5:30pm to 8:30pm)



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Regarding problem in e-tendering please contact the following persons: -

Contact details of M-Junction persons:

S.No.	NAME	E-Mail ID	Mobile No
1	HELP DESK	eps.customercare@mjunction.in	033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285 /9163348286/8584008116
2	Mr. P Peter Raj	peter.raj@mjunction.in	(+91) 9500199108
3	Mr. Harish Kumar Ramu	harish.ramu@mjunction.in	09840704941

G2 OTHER IMPORTANT INFORMATION RELATED TO E- PROCUREMENT TENDERS

1. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
2. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
3. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
5. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.
6. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.



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7. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free On Road etc these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.

G3 PRICE BASIS

- Order of enquiry item sl. No. shall be maintained in the quotation.
- The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account

G4 VALIDITY OF OFFERS:

The offers shall be kept open for acceptance 'for 90 days' from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5 SCOPE OF SUPPLY

Biometric Attendance Machines with face, finger, card reading options as per Technical Specifications attached Annexure I.

- Scope of Commissioning – Installation, of M/c and Connection to BHEL network.
- Successful Testing has to be done for sample cases - at least 10 for Face detection and 10 Finger print detection.
- Installation and Testing has to be completed within 15 days of supply.

G6 REPLACEMENT OF REJECTION

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 13), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on to Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

G7 SUPPLIED MATERIAL ADJUSTMENT

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For



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this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

G8 DELIVERY SCHEDULE

Supplies shall be affected and completed within 30 days of release of PO/LOI. Vendor shall be required to complete the order as per the BHEL schedule requested.

G9 ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

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ANNEXURE I :- TECHNICAL SPECIFICATIONS OF BIOMETRIC ATTENDANCE MACHINES

BRIEF SPECIFICATIONS FOR THE ATTENDANCE MACHINES

S.NO.	TECHNICAL FEATURE	MINIMUM SPECIFICATION
1	Finger Print Reader Sensor Type	Optical 500 DPI
2	Face Reader Camera	High Resolution Infrared Camera (Minimum 1.3 MP)
3	LCD Display	4" TFT Touch Screen
4	Face Templates Capacity	500
5	Fingerprint Capacity	2000
6	Card Capacity	500
7	Logs Capacity	100000
8	Password Capacity	500
9	RF Card Reader	125 KHz
10	Interface	TCP/IP, USB
11	Verification Speed	For 1:1- <0.5 Sec.; For 1:N- < 1 Sec
12	False Rejection Ratio (FRR)	<=1 %
13	False Acceptance Ratio (FAR)	<=0.0001%
14	Operating Temperature, Humidity	0° C-45° C, 20°-80°
15	Power Supply	Compatible 220 V AC Adapter
16	Battery Backup	At least 2 hours
17	Access Mode	Face, Fingerprint, Card,
18	Protective Cover	The machine has to be covered by an additional protective cover made of metal or fibre glass.
19	Audio Output (Extra)	2 Watt speaker
20	External Light Output	LED Bulb for visual confirmation
21	Ports	USB, Ethernet Support

Software

- Software to be provided along with the attendance machines and access to all machines through the same software. Employee enrolment to be done through centralised software for all machines.
- Software to be installed on multiple computers and similar support to be extended to all of them.
- Web based software management support.

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4. Database supported – SQL Server, MS Access
5. Reports as per the requirement of IVP Goindwal in Rich Text, Excel, Pdf.
6. Operating system Windows 7, 8, 10 and Windows Server.

Installation:

1. Installation of the machines shall be in scope of the vendor.
2. Cabling and networking shall be in the scope of IVP Goindwal.
3. Complete support for the enrolment of all the employees by the vendor.
4. One-time training to be conducted by the vendor to the users at IVP Goindwal.

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ANNEXURE II:-COMMERCIAL TERMS AND CONDITIONS CONFIRMATION SHEET

PLEASE NOTE THAT THE CONDITIONS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR THE TENDER ARE APPLICABLE ONLY TO THE EXTENT THEY ARE NOT SUPERSEDED BY THE FOLLOWING CONDITIONS

Description of the Equipment: BIOMETRIC ATTENDANCE MACHINE

BHEL Tender No. & Date : 1718-092E DATED 14.11.2017

Sl No	Description	Vendor's confirmation
1	Payment terms: (a) 100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab. or (b) 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL In case of any deviation from standard payment term mentioned, BHEL at it's discretion may load on the item price at 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders. Note:	Vendor has to mention which payment term is accepted by him (a) or (b).
2	Currency of payment: The currency shall be Indian Rupees.	
3	Taxes & Duties: a. Documents to be submitted (if applicable) i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.) ii. Transporter copy along with material/consignment. iii. Material Test Certificates (MTC) and iv. Compliance Certificate. b. GST registration number is to be submitted by qualified vendor as per GST law. c. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs. d. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.	

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	e. Conditions relating to release of GST portion: Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following: The reimbursement of GST portion of invoice shall be released only upon: - 1. vendor declaring such invoice in his GSTR-1and 2. receipt of goods and Tax invoice by BHEL and 3. Confirmation of payment of GST thereon by vendor on GSTN portal. 4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL. - In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.	
4	Penalty for Late Delivery: Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods specified in the purchase order should be made within the time prescribed. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of	

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	total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). If any vendor does not accept PLD ½% of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered. In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.	
5	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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 supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.	
6	Delivery: However the supply shall not exceed 1 month. The system and accessories (consisting of the items mentioned) is to be installed & commissioned at BHEL Works within 15 days of supply. Installation, of M/c and Connection to BHEL network. Successful Testing has to be done for sample cases - at least 10 for Face detection and 10 Finger print detection. Bidder shall indicate the delivery period required for The following activities. (a) Firm Time period, from the date of Letter of Intent (LOI), required for delivery of the equipment, (FOR dispatching station) to be indicated. (b) Commissioning, Prove-out and handing over of complete system to be indicated.	
7	Warranty:	



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	Complete Hardware and Software are to be guaranteed for its performance for at least one year from the date of commissioning of the equipment at BHEL Works. The supplier should warranty the machine performance against any manufacturing defects for 12 months from the date of acceptance of machine and shall provide spares and services during warranty period to maintain the machine in working condition.	
8	Validity: Validity of the offer should be 90 days from the date of tender opening.	
9	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
10	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India	
11	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

G10 AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

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G11 LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

G12 INSPECTION

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
- c. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- g. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
- h. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

G13 PREFERENCES FOR MSE's

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price

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to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

G14 GUARANTEE/WARRANTEE

Complete Hardware and Software are to be guaranteed for its performance for at least one year from the date of commissioning of the equipment at BHEL Works. The supplier should warranty the machine performance against any manufacturing defects for 12 months from the date of acceptance of machine and shall provide spares and services during warranty period to maintain the machine in working condition. In case of non-acceptance of this term bid will be rejected.

G15 SUB-CONTRACT

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

G16 FORCE MAJEURE

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the



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event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

G17 DISPUTES

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

G18 JURISDICTION

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

G19 CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

G20 LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

G21 WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

G22 GENERAL

- a. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d. If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- h. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i. Any term is special tender terms and conditions will supersede the GCC.
- j. If advance tax is applicable at Punjab border. Supplier has to deposit this advance tax by himself which will be reimbursed on submission of documentary proofs (Copy of entry tax receipt/online transfer details duly verified).
- k. BHEL reserves the right to negotiate with L1 bidder/s.

G23 BANNED FIRMS

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

G24 DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.



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G25 FRAUD PREVENTION POLICY

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.

G26 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

G27 SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our www.bhel.com.

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G28 TERMS OF DELIVERY :

Bidders are required to quote time period separately for 'Supply' and 'E&C' of equipment.

The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment.

The E&C % of BHEL is 6.82 %.

Bidders should submit their offer for FOR BHEL, Goindwal, Punjab basis. Freight charges from works to BHEL, Goindwal to be indicated separately.



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ANNEXURE III: FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH SEFT/RTGS ENABLED BANK BRANCH

Sub: E-payments vide SEFT/RTGS - Reg.

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNAROTY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE
(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

BANK VERIFICATION

(Manager's/Officer's signature under bank stamp)

Date:

The above format is to be submitted along with a cancelled cheque in original.



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ANNEXURE-IV PRE-QUALIFICATION CRITERIA:

QUALIFYING CRITERIA (PART A)

QUALIFYING CRITERIA FOR SUPPLY OF BIOMETRIC ATTENDANCE MACHINES

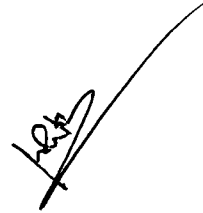
The bidder/vendor has to compulsorily meet the following requirement to get qualified for submitting an offer for the BIOMETRIC ATTENDANCE MACHINES:

S.No.	QUALIFYING CRITERIA	Vendor to confirm
1	ONLY THOSE MANUFACTURER SHOULD QUOTE WHO HAVE SUPPLIED AND COMMISSIONED AT LEAST ONE BIOMETRIC ATTENDANCE M/C OF SAME OR SIMILAR/HIGHER SPECIFICATIONS IN THE PAST FIVE YEARS (ON THE DATE OF OPENING OF TENDER)- PO COPY FOR SUPPLY OF ONE SIMILAR MACHINE FROM ANY CUSTOMER TO BE PROVIDED."	

Enq Sl. No.	Description of material	Quoted (Yes/No)	Qty (Nos)	Unit Basic Price, Rs. per No.
1	BIOMETRIC ATTENDANCE MACHINES	Yes/No	4	Please see price bid
GST rate (mention in % if applicable, mention as NIL if not applicable)				
Validity of offers (As per BHEL terms 90 days validity is required)				
The above prices are Firm, without any price escalation; are Rs. per piece; and are on FOR Goindwal Sahib basis.				

We accept all terms and conditions of the Enquiry No. 1718-092E Dated 14.11.2017, Due date 07.12.2017

Authorised signatory with seal



Price Bid Annexure-VI to Enquiry No.1718-092 Dated 14.11.2017 Due date 07.12.2017

Enq Sl. No.	Material Description	Enquiry Qty (Nos)	Unit Basic Price, Rs. per piece (In figures)	Unit Basic Price, Rs. per piece (In Words)
1	BIOMETRIC ATTENDANCE MACHINES	4		

Authorised signatory with seal

