

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
MATERIALS MANAGEMENT

TITLE:

PROCUREMENT OF BIOMETRIC ACCESS CONTROL SYSTEM

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Web: www.bhel.com,

http://tenders.gov.in

	Reference Nu Enquiry 26509		Enquiry Da 31.07.09				for su : 31.08		issi	on of
You are reques	ted to quote	the En	quiry number	date	and	due	date	in	all	your
correspondences. This is only a request for quotation and not an order										

BHEL/Trichy is proposed to install a Biometric Access Control System on 5-year lease rental basis. as per the technical specification.

BHEL commercial terms & conditions with Technical specifications can be downloaded from BHEL web site http://www.bhelcom or from the Government tender website http://tenders.gov.in (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "2650900018"

Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present. Yours faithfully,

For Bharath Heavy Electricals Limited

Manager / Capital Purchase/ Manufacturing

BHARAT HEAVY ELECTRICALS LIMITED



ENQUIRY (INDIGENOUS)

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

PHONE: 2577645 GRAMS: BHARATELEC FAX NO: 2520719 E-mail:rba@bheltry.co.in

Web:

429-002/A

	Enquiry No	Enquiry Date	Due Date for Quotation
BIOMETRIC ACCESS CONTROL SYSTEM	2650900018 - 49	31.07.2009	31.08.2009

Please quote Enquiry No, Date and due date in all correspondences.

This is only a request for quotation and not an order

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10		AU	20.000	20.00	20.10.09

BIOMETRIC ACCESS CONTROL SYSTEM-AS PER SPECIFICATION & TERMS AND CONDITIONS.

Biometric Access Control System

General Note:

- 1.,,PLEASE SUBMIT YOUR DETAILED OFFER IN THREE PART BID SYSTEM

 1e.PART-1, EMD AMOUNT RUPEES TWO LAKHS IN ONE SEPARATE SEALED

 COVER.PART-II, TECHNICAL AND COMMERCIAL (UNPRICED BID) IN ANOTHER SEALED

 COVER.PART-III,PRICED OFFER IN ANOTHER SEPARATE SEALED COVER. NON

 SUBMISSION OF EMD AMOUNT WILL LEAD TO REJECTION OF SUBMITTED OFFER.
- 2. POINT-TO-POINT CONFIRMATION TO BHEL'S SPECIFICATION AND COMMERCIAL TERMS & CONDITIONS IS PROVIDED IN ANNEXURE-II AND WITHOUT FILLING ANNEXURE-III(indicate all taxes & duties, Packing & Forwarding charge, freight & insurance charges)& ANNEXURE-IV (WITHOUT PRICE) SUBMITTED ALONG WITH PART-II ie. TECHNO-COMMERCIAL BID, ELSE YOUR OFFER IS LIABLE FOR REJECTION.
- 3.PAYMENT TERMS STRICLY FOLLOW AS PER OUR PAYMENT TERMS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS.OTHER PAYMENT TERMS ARE NOT ACCEPTABLE.
- 4.OFFERS a) DEMANDING ADVANCE PAYMENT, b) DEMANDING EXEMPTION OF EMD AMOUNT (Rs.2,00,000/-) c)NON-ACCEPTANCE FOR PARTICIPATING IN REVERSE AUCTION d)WITH OFFER VALIDITY OF LESS THAN 4 MONTHS WILL LEAD TO REJECTION OF SUBMITTED OFFER.
- 5.ANY CLARIFICATIONS OR PRE-BID MEETING MAY BE SOUGHT BY BIDDER FROM THE UNDERSIGNED WITH DUE WRITTEN REQUESTS AT LEAST TEN (8) DAYS PRIOR TO TENDER DUE DATE.
- 6.IF THE DUE DATE OF TENDER OPENING HAPPENS TO BE A HOLIDAY, THOSE TENDERS WILL BE OPENED ON NEXT WORKING DAYS.

GENERAL NOTE FOR THE ENQ ON REVERSE AUCTION

 BHEL RESERVES THE RIGHT TO GO FOR A REVERSE AUCTION (RA) INSTEAD OF OPENING THE SUBMITTED SEALED BID, WHICH WILL BE DECIDED AFTER TECHNICAL

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 EXECTRICALS LIMITED

MANAGER / PURCHASE (POSSIL BOILERS) R. BASHLER AHAMED

Manager / Purchase / MFG Bharat Heavy Electricals Ltd., Truchirappatii - 620 014.

BHARAT HEAVY ELECTRICALS LIMITED



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

PHONE: 2577645 GRAMS: BHARATELEC FAX NO: 2520719 E-mail: rba@bheltry.co.in

Web:

2650900018 / 31.07.2009

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EVALUATION. INFORMATION AND GENERAL TERMS AND CONDITIONS COVERNING RA ARE GIVEN IN ANNEXURE-I.

2.REVERSE AUCTION IS DONE THROUGH INTERNET/E-MAIL. HENCE VENDORS SHALL MAKE THEMSELVES EQUIPPED WITH EMAIL, FAX AND INTERNET FACILITIES.

3.IN CASE OF GOING FOR REVERSE AUCTION VENDORS WILL BE SUITABLY INFORMED ABOUT THE WORKING PROCEDURES OF REVERSE AUCTION AND BHEL WILL PROVIDE ALL THE RELEVANT DETAILS TO ENABLE THE VENDOR TO PARTICIPATE.

List of Attachments:

- 1.Annexure-A 9 pages
- 2.Annexure-B 1 page
- 3.Annexure-1 General Terms and conditions of RA- 1 page
- 4. Annexure-II Commercial terms and conditions-3 pages
- 5. Annexure-III Commercial confirmations-2 pages
- 6.Annexure-IV Model Price bid format-1 page
- 7.Annexure-V EMD/SD Details-1 Page

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"LD clause has to be confirmed without fail."

"Payment to vendors will be made only thro E-Payment mode"

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

MANAGER / PURCHASE (FOSSIL BOILERS) Yours faithfully,

Manager / Purchase / MFG Bharat Heavy Electricals Ltd., Tiruchirappalli - 520 014.

SPECIFICATION FOR BIOMETRIC BASED CONTRACT LABOUR MANAGEMENT SYSTEM

1. Overview

Bio Metric based Contract Labour Management System will be a comprehensive solution for building an Accurate Verification system for contract Labours in our BHEL complex. It will replace the current manual preparation of ID cards and temporary swipe cards with fingerprint authentication and smart card based photo id.

2. Objectives

- > To capture the complete details of Contract labourers
- > To issue tamper proof ID cards and fool proof authentication through finger print reading.
- > To build a secure access Control for contract Labours engaged in BHEL premises.
- > To automate contract labour management, which help in reducing the cycle time, taken for registering the contract workers.

3. Scope and Boundary

The system will be installed and will be put into operation at identified security gates at HPBP, SSTP and new plant of BHEL- Trichy complex and will be monitored from a centralized office.

Scope will include supply, installation, commissioning, training and maintenance of all hardware devices required such as Bio-metric readers, Camera, Smart cards, photo id labels, equipments required for making ID cards on site, Server for linking all the biometric readers at various gates, centralized database and application server, all necessary software required in all above equipments, customization of software package to suit BHEL Trichy's (Buyer) requirement, UPS for uninterrupted operation.

Raw power supply will be in the scope of BHEL. The equipments shall be inter connected using existing campus LAN.

4. Process Flow

A. Contract Labour master updation

- 1. Any contract labour has to be registered with welfare department before he is allowed to work under a contractor in BHEL campus. The labourer's finger print will be checked to see if he is already registered. If not registered earlier, details like Name of the worker, Fathers' name, Date of Birth, Sex, Address, Identification mark, voter Id or Family Ration card no, Signature of the worker, Date of registration are collected and entered in the system. The labourer's photo also will be captured and stored in the system. The fingerprints of index fingers of both right and left hands of the contract labour should be captured and stored in the system along with other particulars mentioned above. A unique Worker ID will be allocated to the labour. Vendor shall deploy persons on site for preparation and issue of ID cards.
- 2. If ID is already available the details are 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.
- 3. As enrollment is done centrally at Welfare department, 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. Contract Master Updation

- 1. After ensuring all labourer details are available in contract labour master in system the contract details like Name of the contractor, Work order number, start of contract, end of contract, department, contact person details are entered and contract record created.
- Then labour id of persons seeking to work under this contract, gate no and validity period are entered into system through another screen.
 (Validation—Contract Labour not working for any other contract, Contract Labour not blacklisted).
- 3. On completion updation of data for labourers, the ID cards are prepared with photo, basic details, printed as a label to be pasted on a reusable smart card and issued to the contractor with the authorization of welfare / security officials. The smart card will also carry finger print template of the contract labour and contractor code.
- 4. From that day onwards, the contract worker should show his/her ID card and put his finger in the reader to enter or exit through the authorized security gate. The ID card becomes invalid when the contract for which it is issued expires or contract becomes invalid.

C. Authentication during entry at security gate

- 1. The contract supervisor will assemble his team and request security for allowing his team in to the campus.
- 2. The security person will enter the contractor's code in biometric reader and set the mode to IN and ask Contract Labour to show his ID card to the reader. If the contractor code does not match or card is blacklisted one, the card will be seized. If it is ok security will ask Contract Labour to put his/her right /left index finger in the reader. The reader will verify the finger print with the one stored in the mifare card. The reader will show green light with loud beep sound to permit Contract Labour inside. In case of failed authentication red light will glow. Worker ID and contractor code will be displayed in reader.
- 3. The ID along with time stamp, gate number, contractor code and mode (IN/OUT) is captured and updated in the server.
- 4. In case of not producing the ID cards, the Contract Labour should be permitted inside by verification of fingerprint stored in the reader. If it is not available in reader, the finger print shall be verified from server and data captured.
- 5. There shall be audit trails of unsuccessful attempts and fingerprints of such attempts shall be captured and report created daily.

D. Recording during exit at security gate

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 trails of unsuccessful attempts and fingerprints of such attempts shall be captured and report created daily.

E. Contract Updation (addition/deletion of manpower)

For changing the manpower count, the contract master has to be updated in welfare department and cards to be issued to added manpower and ID cards surrendered for manpower reduction. Then only the contractor will be allowed to bring in additional manpower.

F. Contract closure

On the closure of the contract, the contractor is responsible for collecting all the ID cards issued to the Contract Labour for that particular contract. The cards will be reused for other contracts with different label pasted on it.

G. Invalidating card

If a Contract Labour has not come to our campus continuously for a month under the contractor under whom the pass is issued the pass 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.

5. Reports

All reports (Formats enclosed) shall be generated from data stored on oracle database

- 1. Attendance sheet for calculating man days contractor wise
- 2. Monthly Gang Pass
- 3. Wage sheet contractor wise
- 4. PF and ESI compliance reports
- 5. Form 12A
- 6. Registration of contractors with Inspector of Factories
- 7. Missing and re verification report
- 8. Other customized reports as per requirement.

6. Technical Specification

1.1. Fingerprint cum mifare card Reader

- Biometric reader with finger print sensor using Trueprint technology / or other dependable technology to meet specified FAR and FRR. Vendor to specify technology used.
- Integrated Mifare classic programmable smart card reader to read fingerprint template from contactless mifare classic cards for 1:1 verification
- 1:1 using Mifare classic cards with read range of 0 to 2.5 inch.
- 1:N verification with finger print templates stored in card reader incase card is not produced.
- Allowable finger rotation in the reader: +/- 35
- Allowable displacement 5 mm
- Enrollment Time: < 5.0 sec (only for one reader in Welfare / contract cell. All other readers need not have enrollment facility)
- Verification time: Less than 1 sec for 95% of cases and max 2 sec
- FAR: max 1/10,00,000
- FRR: max 1/3000
- Communication Interface :Ethernet connectivity 10/100 mbps inbuilt
- Local database Storage := > 6,000 fingerprint templates
- Built in lithium battery back up for RAM & Real time clock and calendar

• Built in backlit LCD display of min 16 x 2 characters for contractor no, labour id, mode and date,

Time and status of memory consumed.

- Log Storage : => 12,000 punches
- Built in operational Battery Backup for minimum five hours
- Built in power line monitoring with watchdog timer
- Finger print Sensor with ultra hard surface coating that withstands greater than 10 million rubs and scratch and impact resistant. The sensors shall also withstand extreme climate differentials from hot to cold, with a commercial temperature range of 15 degrees Celsius to 50 degrees Celsius and humidity up to 95% non condensing
- Reader to be provided with Tower type Green and red lights and also with built in audio output.
- Any other feature required to meet system requirement.
- Specify cpu, memory capacity,
- Provision to milk data when network is down.
- Vendor to demonstrate that Data once captured will never be lost on any account

7. Controller

There shall be a central controller at welfare department to monitor all fingerprint readers and collect data from reader and push it to server. The controller shall also synchronize clock settings in all readers. There shall be redundant controllers to ensure high availability. The controller shall also monitor the health of all readers from welfare department and reset them if required.

8. Database and application Server

File Server - 4 way Rack

Make of the Server – Any reputed make like IBM/HP/ACER/DELL/HCL/WIPRO Model of the Server—vendor to choose and specify Server with

- 4 nos of Dual core Intel Xeon processor MP with at least 3.3 Ghz and EM64T
- 2 MB L2 Cache
- 16 MB L3 Cache
- 800 MHz FSB
- Intel 8501 chip set or equivalent OEM chipset
- 16 GB ECC DDR2 at least 400 MHz SDRAM with at least 2 GB memory modules.
- Expandable by additional 16 GB RAM
- At least 3 PCI-X /PCI-Express slots
- Integrated DVD -RW multi burner drive with at least 8 x double layer write speed, 18x DVD R and 48x CD R.
- SCSI RAID controller with at least 256 MB Cache with battery back-up for cache (RAID – 0,1 and 5) or Integrated Dual channel SAS Controller, separate RAID card with 256 MB battery backed cache(RAID – 0,1 and 5)

- At least 6 hot swappable 146 GB 15 K RPM SCSI or 10K RPM SAS disc drives
- 2 nos of 10/100/1000 Ethernet Card with RJ45 interface
- At least 1 serial, 1 parallel and 2 USB ports
- Hot plug & redundant power supply
- Hot plug & redundant fans
- Server Management software-Management software having following features should be provided with each server:
- 1)OS independent remote management capabilities.
- 2)Provide proactive notification of actual or impending component failure alerts. (CPU, Memory, HDD, Power supply and FAN)
- Floor mounted with roller support with provision to convert as Rack Mountable on standard 19" rack
- Accessories required for mounting on the rack
- Keyboard, Mouse and Flat Monitor for console
- Tape drive and tapes for taking regular back up

The server specification given above is minimum and it is Vendor's responsibility to choose the server to ensure uptime of system as mentioned elsewhere, through Redundant servers in cluster mode or single server with high availability features.

9. Application software Package

Database:

Oracle 10 G or 11G with no of user licenses required to meet the application requirement and also as per vendor minimum license to suit hardware on which it is installed. Database shall run on main server.

Software Package:

The package should have following features:

- All finger print swipe in reader shall be immediately updated in database and visible in reports.
- New registration of Contract Labour shall be immediately pushed to relevant reader.
- Any Updation done in contract labour master in server shall be immediately updated in relevant readers.
- All data entry screens shall be client server based / web based with proper authentication using user name and password and with facility to enable or disable based on user role.
- All reports shall be web enabled and shall be capable of running from IE browser.
 They shall also be protected with proper authentication using username and password with session tracking to prevent unauthorised usage.
- The package shall be customised as per BHEL HR (Welfare) department requirement and customisation shall be completed before installation / commissioning.

10 . Mifare cards

Three thousand cards with labels shall be supplied initially as part of contract. The cards shall have enough memory (min 1 KB) to hold fingerprints of both fingers recorded, Contractor code, worker id and name. The cards shall be reusable with different labels. Price for additional card shall be quoted.

11. Locations

First Phase - Twelve readers

(Split up as given below)

North gate: Three readers East Gate: Three readers SSTP: Two Readers RPS: Two Readers

New factory (PH II exp) - Two Readers

Second phase: Eight Readers.

(Split up as given below)

One reader each in 24 main building, CCDP, MHD, HRDC, Civil Township, WRI, Building 53, Building 79. (Total 8 nos)

Readers for first phase will form part of initial rental contract and rental for second phase readers shall be added as and when ordered. Rental price per reader shall be quoted in initial offer itself.

12. Technical Terms and Conditions.

- 1. Bio Metric based Contract Labour Management System in total shall be offered as a solution on five year rental basis. The rental period will start from date of commissioning mentioned in commissioning certificate issued by HR (welfare) department. The commissioning certificate will be issued only after commissioning of entire system to the fullest satisfaction of purchaser. In case any extra item is required other than mentioned in specification for complete functioning of the system, the same must be included in the offer.
- 2. The rental is for a period of five years and the rental charges includes the following but not limited to these alone:
 - a. Design, Manufacture and testing at supplier's works
 - b. Packing, forwarding, transit insurance and transportation to BHEL's premises.
 - c. Customisation of software package to suit BHEL's requirement.
 - d. Installation, commissioning and training of relevant BHEL personnel.
 - e. Maintenance and operational charges for both hardware and software bundled with the hardware for full rental period.
 - f. Insurance at BHEL premises to cover all kinds of risk to ensure uninterrupted operation of system.
 - g. All applicable taxes shall be included and individually specified

- h. Any other charges requiredd to fulfill obligation under contract as per spec and terms and conditions.
- 3. NO ONE TIME CHARGES will be paid by BHEL (for rental scheme) either at the time of placement of order or on completion of installation.
- 4. The rent is firm for the entire rental period.
- 5. BHEL reserves the right to retain or return the equipment at the end of the rental period. If BHEL decides to retain the equipment at the end of the lease period, the terminal value shall be Rs 1/-(Rupee one only). In case, BHEL decides not to retain the equipment at the end of rental period, dismantling and transportation of equipment from BHEL site is at supplier's cost.
- 6. All equipments shall be provided with adequate locking facility to secure the equipment and its operation. The equipments shall be suitable for deploying in hot, humid and dusty manufacturing industrial environment.
- 7. Following services shall also be in the scope of vendor
 - a) Transporting, unloading and storage of material supplied at the sites at BHEL
 - b) Carrying out field survey to locate various equipments.
 - c) Co-ordination with networking group for the purpose of Interconnecting the equipment with existing communication network and implementing complete network to suit our requirement.
 - d) Imparting training to BHEL employees.
- 8. After expiry of five year rental period the supplier shall ensure to undertake maintenance of equipments through AMC for a further period of minimum 5 years.
- 9. Suitable back to back support for entire rental period shall be entered with respective OEM for bought out equipments and proof for the same shall be submitted to BHEL before start of rental. OEM of equipments supplied shall have registered office in india or if the equipments are imported shall have authorized service centres in india.
- 10. All software packages supplied and used in all the equipments forming part of the system shall be with proper and adequate licenses with necessary maintenance coverage for software updation/patch/upgrade and proper support.
- 11. Vendor shall be responsible for any IPR issues related to items supplied as part of this rental contract and BHEL is in no way responsible for any such issues.
- 12. An inventory of critical, non critical and consumable spares should be stored at BHEL –Trichy (on site) to carry out maintenance during entire rental period.
- 13. Vendor service engineers (minimum two) shall be posted at BHEL during entire rental contract period to attend to any service requirements. In addition one operator shall be posted to prepare ID card at welfare under supervision of welfare staff. BHEL will not be able to provide any boarding or lodging facilities for the service engineers. All resident engineers will be screened and approved by BHEL Trichy.
- 14. Lease payment will be made at the end of each quarter after 45 days from the issue of System Uptime Certificate issued by the end user. The system uptime certificate will be issued by the end user within 4 days from the date of submission of the invoices for the quarterly lease rental.
- 15. All the equipment supplied shall have proper closing (covers) to avoid insects or rats entering into the cabinet and damage any component.

- 16. If the delivery is delayed due to reasons not attributable to BHEL, BHEL reserves the right to go for alternative procurement by invoking the Risk Purchase clause..
- 17. All the equipments connected to BHEL LAN shall be protected with suitable Preloaded Antivirus and other security software and have to be supported for the entire rental period with technical support and upgrades. Before connecting any equipment to LAN clearance in proper written format from networking group of IC shall be obtained.
- 18. There can be minor changes in the quantity ordered at the time of placement of the purchase order
- 19. The income tax depreciation will be claimed by BHEL.

20. Indemnity

Vendor 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 Vendor 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 BHEL, BHEL will inform in writing to the Vendor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

21. UPTIME: Overall the system availability shall be more than 99% on monthly basis. The system shall be up 100% during critical usage period in morning and evening (8 am to 10 am and 5 pm to 7 pm)

Deduction for downtime: Prorata cut for unavailable time for all equipments will be made taking 8am to 8 pm as a day. How ever If a reader is not available during critical usage period hours then a days rent will be cut for the reader.

The supplier is to note that, in case of breakdown of any critical equipment, the prorate cut will also apply to all other hardware and peripherals affected by the breakdown

If the uptime for equipment / system falls below 95% continuously for 3 months, the system / equipment shall have to be replaced by the Vendor, without any extra charge.. If the availability of the system or part thereof is continuously below 75% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.

- 22. The vendor should have experience of implementing similar system for handling not less than 1500 contract labourer per day which shall be in operation for a minimum period of one year and vendor shall submit a certificate of satisfactory operation from the customer. Vendor and OEM supplied items shall be certified for ISO 9000.
- 23. Vendor shall quote price valid for two years separately for mifare smart card in lot of one hundred over and above cards planned as part of initial supply.
- 24. The mifare cards shall be tamper proof and should be re-writable only with equipment with which it was written originally.
- 25. The vendor shall submit sample of mifare id cards along with technical offer. The cards shall be reusable and have provision for incorporating photo id label upon it. The labels shall be removable and changeable when the card is reused.
- 26. The entire set up shall be designed with high available features and necessary redundant equipments shall be planned for the system. Vendor shall explain high availability features in their technical offer.

27. Insurance

Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL will effect the insurance from the lease rental.

28. Confidentiality

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to 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. Resident engineers and other connected people shall sign Non Disclosure Agreement format as specified under BHEL ISMS procedures.

29. Subcontracting

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of BHEL which will not be unreasonably withheld.

- 30. Deviations: Vendor shall quote clearly deviations if any from above specification as deviation list. If deviation is not specifically listed and approved by BHEL it shall be deemed that vendor is complying to the specification given by BHEL.
- 31.All equipments supplied shall be brand new and proof for the same shall be submitted by vendor.

The above terms and conditions are accepted.	
Place:	
Date :	Signature of the Vendor With seal.

Enq.No.2650900018/49 dt:31.07.09

	Specification for smart cards to sto	re contract labour information	
slno	BHEL Requirement	Vendor quoted product spec	Remarks
1	Technology : Mifare classic		
2	Reading distance: 50 mm		
3	operation type: Read/write		
4	Memory: min 1 KB		
5	provision for pasting removable label (labour information)		
6	No of read/write cycles-Infinite		
	Label printing a	ccessories	
1	Make		
2	Model		
	Camera to capture clear face	image of contract labour	
1	make		
2	model		
3	resolution		
4	zoom facility		
5	flash provision/ lighting arrangement		

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

- 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 vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- 6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 7. Reverse auction will be conducted on scheduled date & time.
- 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 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.
- 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 vendor to conduct business with BHEL as per prevailing procedure.
- 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.

CAPITAL PURCHASE

COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

The Bidders shall submit the offer in **THREE INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I: This sealed envelope should contain the required EMD amount of **Rs.1,50,000/- Envelope II**: This sealed envelope should contain all the copies of technical bid together with unpriced commercial bid. This envelope should be clearly marked "Part II - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope III: This sealed envelope should contain <u>price details</u>. This envelope should be clearly marked <u>"Part III - Price bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

All the three envelopes (Part I,II & III) shall be put in one cover, duly sealed, super scribing as Part I, Part II and Part III 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 only by designation to:

MANAGER / CAPITAL PURCHASE / MFG BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014 TAMIL NADU, INDIA

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is 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.

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. 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.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.
- 2.1.7. Incase of foreign bidder offer, the Principal's technical offer should be enclosed.

2.2 Commercial

This part shall include / indicate the following:

- 2.2.1. Station of dispatch/Port Of Shipment
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin
- 2.2.7. Percentage of agency commission if any along with a copy of Agency agreement.
- 2.2.8. A copy of "Un-Priced Part III" i.e., a copy of the Price Bid without the price details to be enclosed.

3.0 PART III (PRICE- BID)

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

4.0 OPENING OF TENDERS

The part I – EMD would be opened on the tender opening date and if EMD is not furnished the offer will be duly rejected.

The Part II- Technical & commercial bid would be opened on the Tender opening date.

The Part III - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.

Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part III - price bid.

5.0 GENERAL

- 5.1. Incomplete offers will not be considered.
- 5.2. 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 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.
- 5.3. **Bid currency:** Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.
- 5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net **FOB Nearest Sea / Air Port.** Indian Bidders should submit their offer for **FOR Despatching station**.
- 5.5. **Taxes and Duties :** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991 and TIN NO.33243560005..
- 5.6. **Validity:** The offers for main equipment and spares shall be kept open for acceptance for **120** days (one hundred and twenty days) from the date of opening of the tender (Part II).

5.7. Terms of Payment:

Lease payment will be made at the end of each quarter after 45 days from the issue of System Uptime Certificate and usage in terms of linear metre issued by the end user. The certificate will be issued by the end user with in 4 days after submission of the invoices for the quarterly lease rental. Rental period will start only after satisfactory installation and commissioning of equipment including all hardware and software products and after receipt of commissioning report by end user. Vendor to execute lease agreement in BHEL specified format before submitting first invoice.

- 5.8 Liquidated damages: It is clearly understood among the parties to the contract the
 - "Time is the essence of the contract". Therefore, the delivery 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 15% of the order value will be levied. Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the Period for completion of the Retrofitting / Reconditioning work
- 5.9.1 Risk purchase: 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 supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.

- **5.9.2 Agency commission**: In case of Foreign Bidders, agency commission if any, payable to their Indian Agents, shall shown separately in the Offer. This will be paid by us in India, in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished alongwith offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of offer will be taken.
- **5.11 Inspection & Testing:** All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.
- **5.12 Test certificates / Operating and Maintenance manuals**: 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.
- **5.13 Cenvat credit** (for Indian Bidders only): If any Excise Duty is payable, the chapter head / subhead reference and the rate of the duty should be quoted. If the tenderer is availing **CENVAT** credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- **5.14 Packing and marking :** The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- **5.15** Purchase preference will be given to CPSUs as per Government guidelines.
- **5.16** 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.
- **5.17 Earnest Money Deposit** shall be payable as per the instructions furnished in the **Annexure-V.** Otherwise the offer will be rejected.
- **5.18 Security Deposit** shall be payable as per the instructions furnished in the Annexure.
- **5.19 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 governing RA are given below.

For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail rba@bheltry.co.in and <srchandran@bheltry.co.in>

Bharat Heavy Electricals Limited, Trichirapalli – 620 014 MM : CAPITAL PURCHASE

(To be filled and submitted along with offer)

(To be filled and submitted along with offer)	h
BHEL Commercial Terms and Conditions for Indigenous Supplies	Vendor's Confirmation / Comments
EMD for Rs 1,50,000/- shall be payable as per the instructions furnished in the	
annexure. Otherwise the offer will not be considered. Pay order / DD No / Cash receipt no & date may be furnished	
Security Deposite shall be payable by the successful vendors as per the instructions	
furnished in the Annexure-V	
Security Deposite will be refunded within 30 days after successful completion of	
Contract by the successful vendor.	
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be	
furnished. If needed additional sheets shall be used.	
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	
Prices shall be quoted on "FIRM PRICE" basis only. The prices should by only on	
F.O.R / Despatching station basis inclusive of Packing & Forwarding charges if any.	
Applicable % of ED & Sales Tax , Freight & Insurance, Installation &	
Commissioning Charges should be clearly indicated.	
Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
Delivery period (for supply portion) from the date of Letter of Intent / Purchase order	
shall be clearly mentioned in the offer.	
Period for completion of the Installation/ Commissioning work at BHEL shall be	
clearly specified in the offer	
Liquidated damages @ ½% per week subject to a maximum of 15% of the order value	
shall be applicable for delay in deliveries.	
Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection	
Charges shall be applicable for delay in the period of completion of the Retrofitting /	
Reconditioning works.	
Following Risk Purchase clause shall be applicable:	
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 supplier has failed to deliver or dispatch within the time stipulated or if the	
same were not available, the best and the nearest available substitute therefore. The	
supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
Payment terms for supply portion:	
The 100% lease rentals will be paid in arrears at the end of every quarter. Invoice for	
one quarter (3 months) will be submitted at the end of the quarter. Lease payment will	
be made at the end of each quarter after 45 days from the issue of System	
Uptime Certificate issued by the end user. The system uptime certificate will be	
issued by the end user within 4 days from the date of submission of the invoices	
for the quarterly lease rental. The first lease rental invoice shall be raised after	
completion of 3 months from the date of installation and commissioning of the	
equipments at the designated location in BHEL, Trichy. The installation and	
commissioning certificate shall be jointly signed by the user department's representative	
and the vendor's representative.	
Vendor to execute lease agreement in BHEL specified format before submitting first	
invoice.	
The equipment shall be guaranteed for a period of 12 months from the date of	
commissioning.	
Equipment will be inspected and proved at vendor's works prior to dispatch. However	
final inspection and acceptance of equipment will be after installation at BHEL, Trichy.	
All Equipments / Services including concern Personal for carrying out the erection and	
commissioning of the Equipment shall be arranged by the vendor. If any Services is	
availed from BHEL, it is only on chargeable basis unless otherwise specified. The vendor 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.	
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Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis.				
Offers should be submitted only in sealed cover super-scribing clearly the Enquiry reference and due date.				
DETAILS REQUIRED FOR CONDUCTING REV	ERSE AUCTION			
% of Lease Tax				
% of ServiceTax				
Other Taxes in % (only applicable taxes)				
Packing & Forwarding Charges (in % only)				
Percentage of Freight& transit insurance charges, if any (Lumpsum) Freight charges from Dispatching station to BHEL, Tiruchirappalli (Note:If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight will be borne by BHEL)				
As per Clause 5.19 of Commercial terms and conditions (Annexure-II) acceptance for participation in Reverse auction (RA). Yes/No to be indicated				
Name of the person for participating reverse auction.				
Land Line Number				
Fax Number				
Mobile Number				
E-mail ID				

NOTE:-

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Your offer should be indicating applicable if any P&F Charges, % of ED, Sales Tax -CST or VAT, Service Tax), Freight, Insurance and Installation and Commissioning Charges etc., as per our Price Format.
- c) 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. Other wise your offer is liable for rejection.
- d) No row shall be left blank. Please indicate NA, in case the item is "not applicable" NOTE:-

Signature & Office Seal of the vendor

	Format for submitting price details for BIOMETRIOC SYSTEM						
S. No.	Hadrware description	QTY	Rate	Value			
1	Principal per unit	20*					
	Interest excluding service tax						
	Lease Taxes (if applicable in %)						
	Lease taxes (in Rs)						
2	AMC Charge						
	Service tax (in %)						
	Service tax amount (in Rs)						
	other taxes *in %)						
	other taxes (in Rs)						
	Total quarterly rental including taxes						
	Total rental including taxes for 5 years						

Note

NA, in case the item is "not applicable"

^{1.*}Readers for first phase will form part of initial rental contract and rental for second phase readers shall be added as and when ordered. Rental price per reader shall be quoted in initial offer itself.

2.The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate

EARNEST MONEY DEPOSIT

Earnest Money is to be paid by the Tenderer either in **Cash** (as permissible under Income Tax Act), **Pay Order** (or) **Demand Draft** drawn in favour of Bharat Heavy Electricals Ltd, Trichirapalli payable at Trichirapalli.

EMD by the Tenderer will be forfeited as per Tender Documents if

- 1) After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates
- 2) The Tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of the Contract.

EMD given by all unsuccessful Tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful Tenderer.

EMD shall not carry any interest.

SECURITY DEPOSIT

The successful Tenderer should pay Security Deposit before start of the work and the Rate of Security Deposit will be as below.

Value of Contract	Rate of Security Deposit
Upto Rs.10 Lakhs	10%
Above Rs.10 lakhs and upto Rs.50 lakhs	Rs.1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 lakhs	Rs.4 Lakhs + 5% of the amount
	exceeding Rs.50 Lakhs

Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of Bharat Heavy Electricals Limited, Trichirapalli payable at Trichirapalli
- iii) Local Cheques of Scheduled Banks, subject to realization
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc (Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- v) Bank Guarantee from Scheduled banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total Security Deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit will also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be paid by the Contractor before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful Tenderer shall be converted and adjusted against Security Deposit.

Note: Acceptance of security Deposit against sl.no.(iv) and (vi) above will be subject to hypothecation or endorsement on the documents infavour of BHEL. However BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security deposit shall not carry any interest. Security Deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.