

BHARAT HEAVY ELECTRICALS LIMITED

Boiler Auxiliaries Plant

Ranipet



TENDER FOR

BIO-METRIC SMART CARD BASED COMPUTERIZED ATTENDANCE

RECORDING SYSTEM

(BSCARS)

ON FINANCE LEASE

FOR A PERIOD OF 5 YEARS

**BIO-METRIC SMART CARD BASED COMPUTERIZED ATTENDANCE
RECORDING SYSTEM**

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Terms Used:

OEM : Original Equipment Manufacturer / Principal Equipment Manufacturer

Bidder: Bidder participating in the tender as per the qualification criteria

AMC : Annual Maintenance Contract

BSCARS : Bio-metric Smart Card based Computerized Attendance Recording system (BSCARS)

R&G : Rental and Guarantee (Financial Lease)

PURCHASER/LESEE : BHEL

VENDOR/LESOR : BIDDER

1.0 REQUEST FOR PROPOSAL

Bharat Heavy Electricals Ltd., Ranipet (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria below. The tender is invited in TWO PARTS , PART-I (Techno-Commercial) & PART – II (PRICE) for supply, installation and maintenance of BSCARS for a period of five years on Rental and Guarantee (R&G) basis. The qualification criteria for the bidders are as follows:

2.0 QUALIFICATION CRITERIA

“Bidder” means the Original Equipment Manufacturer/ System Integrator who is offering the Biometric smart card system for this tender.

“OEM” means the Original Equipment Manufacturer whose equipment is being offered by the Bidder for this tender.

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

Sl. No.	Description	Vendor Conformance Yes/No
2.1	<u>Equipment:</u> Bidder should be either Original Equipment manufacturer or should be Authorized System Integrator partner having direct purchase and support agreement with the OEM for biometric Smart Card Readers quoted for this tender. In case the bidder is a system Integration Partner of the Principal Manufacturer, a valid certificate from the Principal manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific tender is to be furnished. The certificate/Authorization Letter specific to this tender must be enclosed by Authorized Representative of the OEM with the Technical Bid.	

2.2	The Bidder shall have back-to-back agreement with the OEM to provide service and spare support for at least 5 years for the offered solution. Bidder shall give an undertaking to provide the agreement on award of contract.	
2.3	<p>Bidder should have experience of successful execution of project involving BSCARS during preceding five years from tender due date, catering to 2000 or more Biometric Smart Cards in at least one project and total 5000 Biometric Smart Cards inclusive of one project of 2000 or more. Bidder should have supplied minimum 25 Biometric smart card readers to at least one client. The complete project mentioned should be of total solution and infrastructure setup, training and support services during the entire contract period.</p> <p>The work order should be on the name of the bidder. The order copy of above mentioned projects and successful completion or performance certificate from the customer along with the offer is to be submitted.</p>	
2.4	The bidder should have average turnover of at least 45 Lakhs per annum in past three financial years in the field of business for attendance recording system. Copies of annual accounts /certificate from Chartered Accountant along with IT return to this effect shall be submitted along with the offer.	
2.5	Vendor shall clearly mention all customer references with number of equipments supplied and year of commissioning of BSCARS operating anywhere in India such as: Name of the Unit/company, Name of the contact person; Address / e-mail id, Mobile and Office Phone of contact person, Month and year of commissioning of the attendance recording system, Capacity, Design, Configuration, System Guarantee, Service Support provided etc. for verification by BHEL, Ranipet directly.	

2.6	The Bidder should have Registered and Incorporated office in India for last three years. Alliance/liaison office in India shall not be accepted.	
2.7	Bidder should have in-house software development team for application software development, customization and implementation. List of such professionals along with their expertise area related to the said system to be submitted along with the offer.	
2.8	All the Bio-metric smart card readers, and smart card readers offered by the Bidder shall be from single OEM only.	
2.9	A bidder shall submit only one bid of a single OEM for Readers	
2.10	The OEM should have support infrastructure in spares for the OEM components stocking, technical support and logistics in India to provide quick after sales support. Specify the OEM spares logistics locations in India with address.	

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

Note:

- 1) The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the documents means that the Bidder has fully understood the Tender and complies with all the requirements. In case of any deviation, it has to be brought out explicitly.
- 2) Bidder shall note that the lease rental contract will be on Lease agreement.
- 3) BHEL reserves the full right to reject any bidder based on other reasons deemed fit but not mentioned above.
- 4) BHEL has the right to cancel/re-float the Tender at its discretion.

3.0 INSTRUCTIONS AND GUIDELINES TO BIDDERS

3.1 INTRODUCTION

M/s. Bharat Heavy Electricals Limited (BHEL), A Govt. of India Undertaking is today one the largest engineering enterprise of India with an excellent track record of performance. The company has 14 manufacturing divisions, 8 Service centers and 4 power sector regional centers, besides project sites spread all over India and abroad and also regional operations divisions in various state capitals in India for providing quick service to customers. BHEL manufactures over 180 products under 30 major product groups and meets the needs of core-sectors like power, industry, transmission (including railways), defense, telecommunications, oil business etc. Products of BHEL, make have established an enviable reputation for high quality and reliability. BHEL incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi- 110 049 invites offers for Rental and guarantee (R&G) basis of Equipments / services in BHEL, as per Technical specification and Commercial Terms and Conditions detailed in the tender documents.

3.2 RENTAL AND GUARANTEE (R&G) SCHEME (FINANCIAL LEASE)

Rental and Guarantee(R&G) period under the scheme shall be five years and the Total price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire Rental and Guarantee (R&G) period, all taxes and duties, insurance, any other incidental charges, etc (R&G) contract period of five years shall start from the date of successful completion of installation and acceptance by BHEL,Ranipet. Details of acceptance procedure and requirement are enclosed separately along with technical specifications. Vendor shall be responsible for comprehensive on-site maintenance of the supplied equipments and services during the entire (R&G) period. Payments shall be released in quarterly installments in arrears, as per Payment Terms and other Commercial Terms and Conditions.

3.3 BIDDER TO INFORM HIMSELF FULLY:

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

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

3.3.3 If bidder requires any clarification and additional information on any of the tender documents/conditions, the bidder shall contact the BHEL Official inviting bids with due written request 10 days before the tender opening due date and any queries will not be entertained after this.

All correspondence/clarifications are to be addressed to the following:

Sr. Dy. General Manager, Purchase,
Admin Building,
BHEL, RANIPET,
TAMILNADU – 632406.
Contact Number: 04172284338
Email ID: nt@bhelrpt.co.in
Fax Number : 04172-241176

3.4 PROCEDURE FOR SUBMISSION & OPENING OF BIDS

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

ENVELOPE-I “PART-I : TECHNO-COMMERCIAL PART”

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

NAME OF WORK:

ENQ. NO.

DUE DATE:

FROM: [NAME & ADDRESS OF BIDDER]

This envelope shall contain (i) Techno-Commercial (Part-I) of bidding documents in original duly stamped and signed on each page along with un priced bid with indicating applicable taxes and duties, (ii) Techno commercial details including all supporting documents in “Original” as per check list and duly signed and stamped in each page.

ENVELOPE-II: “PART-II: PRICE PART”

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

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

NAME OF WORK

BIDDING DOC. NO.

PRICE PART (DO NOT OPEN)

FROM: [NAME AND ADDRESS OF BIDDER]

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

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

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

The above offer should reach this office on or before the due date by 1400 Hrs. (IST) and the opening of bids will be at 14:30 Hrs(IST) . Late offers will not be considered.

Tender should not be addressed to any individual's name but only by designation to:

SDGM / Purchase

Boiler Auxiliaries Plant,

Bharat Heavy Electricals Ltd.,

RANIPET 632 406.Tamil Nadu

3.4.1 Tenders should be free from CORRECTION AND ERASURES, Correction if any, must be attested. All amounts shall be indicated both in words as well as in 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 BHEL, 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/subtraction of sub totals, the sub-totals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between the words and the figures, the amounting words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amounting 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 the 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 BHEL, the bid is liable to be ignored.

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

The PART – I shall consist of the following:

1. Bound volume of:

- a) Technical specification and checklist duly filled for all the items. The bidder should offer only as per Technical Specification of the equipments. The bidder shall furnish point-by-point compliance against each item of the specification. The bidder shall avoid just indicating “we are fully complying with the technical specification” Instead point by point confirmation shall be furnished. Any deviations from the above and incomplete offers are liable to be rejected. The purchaser reserves the right to accept or reject the technical offer.
- b) If the offer provides any extra features and sub-systems in addition to those called in the tender, it shall be explicitly brought out.
- c) Bill of material of major items
- d) The un-priced copy of the price bid format shall be the same as the price bid but without the prices. All the quoted prices/rates etc, shall be replaced with the word “QUOTED” or “Q” in the un-priced copy.
- e) Enclosures as defined in checklist of formats
- f) Copy of Price Bid format **Annexure-F and G** (without indicating prices)

PART – II: (PRICE-BID)

Price bids of only techno-commercially short listed vendors will be opened. Price format containing PRICES only (to be furnished in the enclosed price schedule format only ie. Outright purchase & 5 year financial lease). Prices shall be quoted in Indian Rupees only. Price quoted should be on rental per quarter on 5 years R&G basis. The price breakup for individual items shall be indicated to enable BHEL to decide the quantity while ordering. Price Bid should not contain any technical details and/or commercial terms and conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid (s). If the offer provides any extra features and sub-systems in addition to those called in the tender, it shall be explicitly brought out

with cost implications. However, no extra weightage will be given for such items during evaluation.

OPENING OF TENDERS:

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

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

PART-II – Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Point No.5.26). Date and time of price bid (Part II) opening/RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for technical evaluation would be sought from bidders before opening of Part-II – Price bid / Reverse Auction (RA).

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

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

3.7 VALIDITY OF OFFER

Offer shall be kept valid for 90 days from the date of Tender opening

3.8 DEVIATIONS

Bids shall be submitted strictly in accordance with the Technical specification and Terms and conditions of the tender enquiry. Vendors have to submit a “No Deviation Certificate” in Part I of his offer as per sample enclosed (Annexure B).

3.9 LANGUAGE & CORRECTIONS

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

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

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

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

3.13 REJECTION OF BID AND OTHER CONDITIONS

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

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

3.13.3 Bids not received by the date and time shall be rejected.

3.13.4 A demonstration with the same model/make quoted should be provided by the shortlisted vendors, in BHEL by taking the finger prints of 25 employees. The speed of the reader should be proved as < 1.5 second to capture the finger print image from the smart card, finger print image as we place our finger and then to complete the verification process. The offer is liable to be rejected if the speed of the reader is not proven as per the technical specification. Price bid will be opened only after the qualification of vendors in demonstration process.

3.13.5 BHEL shall hold pre-bid discussions on 18/07/2014 at BHEL, Ranipet. Prospective bidders are requested to attend the same to seek any clarifications.

Any relevant information pertaining to this tender can be obtained only from in the website <http://www/bhel.com> or <http://tenders.gov.in> or <http://eprocure.gov.in/cppp/> You are requested to visit the website as per company norms.

3.13.6 The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the bids
- b) to increase or decrease the quantities.

3.13.7 The offer is liable to be rejected, if it is found that after price bid opening, the checklist of Price Bid submitted by the bidder in Part I offer, is different from the Price Bid (Part II).

3.13.8 Purchaser reserves the right to reject a bid at any stage or to cancel the order/contract, if awarded and forfeit the Bank Guarantee, if it is found that the bidder has deliberately given wrong/misleading information in his bid.

3.13.9 The offer is liable to be rejected, if it is found that the bidder has not quoted prices/rates of one or more of the enquired equipments.

3.14 TENDER EVALUATION

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

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

3.14.3 Bidder shall quote the quarterly rental charges (including principal repayment, tax, interest, support charges etc.) for 5 years including maintenance and support during the lease period at BHEL Ranipet.

3.14.4 BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing RA as per point 5.26.

3.14.5 Totals/Gross total of prices should be indicated in words as well as in figures.

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

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

3.14.8 The evaluation will be on the basis of total R&G charges inclusive of all taxes.

4.0 COMMERCIAL TERMS AND CONDITIONS FOR BIDDERS

4.1 GENERAL

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

BHEL Ranipet's Bio-metric card based Computerized Attendance Recording System requirements:

BHEL, Ranipet intends to install and commission campus wide Bio-metric Smart Card based computerized Attendance Recording System for its employees. The system shall be installed at various locations of factory premises, and other site locations. The system needs to be on line with the existing data communication network. Total operation of the hardware and software items for the said system is to be executed by the vendor. The output of this system will be input for Human Resource & Finance Department (SAP-HR and existing oracle based payroll, wage roll system). The infrastructure is proposed to be built in such a way that it is scalable and can take up emerging requirements in terms of employee strength in future.

4.2 EXPECTATIONS FROM VENDOR

M/s. BHEL has a massive employee strength of approximately 2850 employees besides contract employees and apprentices. The strength may vary at the time of execution of the work.

Vendor is required to give a total solution and services as per specification enclosed. The full working of the system from various shop floor areas and gates is to be implemented. All equipments and services is the responsibility of the vendor. In case, any extra items is required for complete functioning of the system, even though not specified in the tender the same must be included and shall be quoted as a package without any extra cost to the purchaser. Vendor is to give in detail the methodology for implementation of the proposed solution.

4.3 SUPPLY CONDITION

All equipments supplied and installed shall be NEW and confirming to the contract technical specifications. The certificate of newness is to be furnished.

The vendor/Lessor is also to produce a certificate from the principal OEM's for back to back support for the complete lease period including AMC for two more years.

4.4 DELIVERY

Delivery (supply and installation) period shall start from the date of placement of FIRM order.

Item	Delivery Period (From date of Order)	Installation period (From delivery date)
All items	6 weeks	6 weeks

4.5 RATES

Rates are to be quoted on R&G on quarterly basis for 5 years R&G period on F.O.R destination basis inclusive of all taxes and duties, freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares during the entire R&G period and shall remain FIRM without any variation till completion of the R&G contract.

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes on R&G contact should be indicated separately on the price bid format. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like "Right to use Tax/Lease Tax"/service tax. etc. on R&G rental and evaluation will be based on taxes (Rate, Assessable value and Tax amount) indicated by the bidder in the price schedule. Taxes not mentioned by the bidder in their bid as above will not be entertained at later date. However, during the execution of the contract any statutory increase or decrease in the above taxes indicated in the price bid as above and/or/imposition of new taxes on R&G will be entertained against documentary proof ie. Original invoice, relevant tax & duties notification copy, proof of payment of taxes (challan copy) and a certificate for payment of taxes for the invoices claimed.

4.6 PAYMENT TERMS

Lease period will start after successful completion of installation and commissioning and issue of acceptance certificate by BHEL, Ranipet. The payment of R&G contract charges will be made on calendar quarterly basis after completion of each quarter from the date of successful completion of installation and commissioning and issue of acceptance certificate by BHEL, Ranipet and submission of invoice(s) in triplicate. The payment will be made within 90 days for Non-MSME vendors and within 45 days for MSME vendors. Uniform rental rate will be paid in all quarters. However, for the first quarter, pro-rata payment will be made for the number of days from the date of acceptance certificate ending with the calendar quarter. Thereafter for each calendar quarter payment will be made. Payment will be released after submission of verified invoices and on certification by BHEL, Ranipet Informatics Centre official and other documents to be submitted by vendor for claiming quarterly R&G charges.

In the event of any deviation in the above payment terms the following loading on your base rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")

A) In the first quarter:

- Copy of lease agreement\
- Newness certificate for all equipments
- Copy of insurance valid for one year
- Proof of delivery / installation certificates signed by BHEL co-ordinator
- Original copy of certificate signed by BHEL co-ordinator certifying only non-availability figures for the quarter
- Invoice in triplicate (in original)
- Certificate for payment of Service tax/VAT along with copy of payment challan.

B) All subsequent quarters:

- Original copy of certificate signed by BHEL co-ordinator certifying only non-availability figures for the quarter

- Invoice in triplicate (in original)
- Certificate for payment of Service tax/VAT along with copy of payment challan.

C) Annually:

- Copy of renewal of insurance valid for the next one year

4.7 BANK CHARGES:

All bank charges, if any, shall be to the account of the vendor/lessor.

4.8 DEDUCTION FOR DOWN TIME

DOWNTIME CALCULATION FOR THE SUPPLIED EQUIPMENT & SERVICES

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

Deduction from payments will be made for non-availability of any of the equipment for any down time of 1 hour or more during the entire R&G contract period as detailed below. The downtime will be calculated on hourly basis per month on 24 hours basis.

DOWNTIME CALCULATION

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

Down time percentage(B)	Deduction Factor (D)
0-2%	0
>2-5%	1
>5-10%	1.25
>10%	1.5

Working calculation for deduction:

Let downtime in a month = A hours
Downtime percentage = $B = \frac{A \times 100}{(24 \times 30)}$
Deduction factor according to the table = D

Monthly equipment lease charges	= M = Equipment quarterly lease in Rs. / 3
Amount of deduction	= $M \times B \times D / 100$ Rupees

Note: If the uptime for equipment/system falls below 98% continuously for one month, the system/equipment shall have to be replaced by the vendor/lessor, without any extra charge.

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

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

If card is reported as not working, it is to be replaced within a day. Otherwise, the penalty amount will be calculated as follows and the same will be deducted from the respective quarterly bill.

If N – number of non-working cards reported and D- No. of days delayed
Deduction for the non-working card will be : $\text{Rs.} 50 \times N \times D$

5.0 TECHNO-COMMERCIAL TERMS AND CONDITIONS			
5.1	R&G contract quoted shall be inclusive of the following during the R&G period and shall remain FIRM without any variation till completion of the R&G contract: The project will be on R&G contract basis. All required hardware and software for the system shall be supplied, installed and commissioned by the vendor. Split-up of the scope of work of this contract is not acceptable. It includes the following but not limited to -	Bidder's compliance YES/NO	Bidder's remarks
5.1.1	Installation of biometric Smart Card Readers, and smart card readers with power supply, connectivity to the readers including termination, data connectivity and configuration of readers		
5.1.2	Installation and configuration of servers and application software at Informatics Centre		
5.1.3	Creation of database tables and configuration on Oracle server		
5.1.4	Integration with SAP-HR and other existing systems like payroll, wage roll. Quote need to be given only for one time payment. These expenses cannot be paid in quarterly lease rentals as these services cannot be deferred to ensuing fiscal years		
5.1.5	Development & Customization of application software and reports as per BHEL requirements		
5.1.6	Configuration implementation and maintenance for the complete system for the R&G period.		
5.1.7	To provide any extra report required by BHEL to carry out its day-to-day operations, during the implementation phase as well as for the complete R&G period, will be vendor's responsibility. However, time frame to fulfill such requirements may be decided mutually by vendor & BHEL		
5.1.8	Preparation of Biometric smart cards, consumables for		

	printing of biometric smart cards including print cartridges required for the preparation of the cards will be in vendor's scope. Charges for biometric cards issued to employees will be made at the end of each quarter (on the basis of actual quantity issued), Rate quoted shall be valid for throughout the lease period		
5.1.9	Resident Engineer shall coordinate all activities related to the complete system operations and monitoring		
5.1.10	Computer hardware, software installations and configuration. Minimum 3 Nos. of PCs to monitor the attendance recording system, canteen management system and library management system. All software supplied under this Tender shall be licensed software only. All software licenses shall be procured in the name of BHEL, Ranipet		
5.1.11	All relevant software upgrades in respect of all software supplied by the vendor under this tender should be provided during the period of contract at no extra cost to BHEL.		
5.1.12	Any other items required to complete the system in full even though not specified in the tender, the same must be included and shall be quoted as a package without any extra cost to BHEL		
5.1.13	Freight, handling and packing charges, transit insurance, installation		
5.1.14	Onsite comprehensive maintenance		
5.1.15	On-site comprehensive Insurance (all risks) covering total scope of supply and manpower		
5.1.16	Spares and software/firmware updates		
5.1.17	All taxes and duties		
5.2	Comprehensive maintenance shall include the following:		

	<ul style="list-style-type: none"> a. Replacement of faulty component / equipment b. Installation charges c. Site inspection charges d. Cost of maintenance Engineers & technicians e. Lease tax/right to use tax any other statutory levies including service tax 		
5.3	<p>INSURANCE:</p> <p>Insurance for the complete Systems/Goods shall be arranged by the Vendor/Lessor at his own risk and cost during transit, movement, storage and 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. Claims etc. if any, will be dealt with the underwriters directly by the vendor/lessor.</p> <p>Copy of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may effect the insurance and deduct the cost thereof from the lease rental. The beneficiary of the insurance should be BHEL, Ranipet.</p> <p>Adequate insurance coverage should be taken care by the vendor/lessor for their employees deputed at BHEL, Ranipet.</p>		
5.4	<p>R&G contract will commence only after successful supply, installation and commissioning of the entire equipment, its interconnectivity and the expected performance of the system in all respects to the satisfaction of BHEL Engineers as per the scope of the contract.</p>		

	<p>The completion of installation and commissioning shall be as per the mutually agreed ATP (Acceptance Test Plan) and shall be certified by BHEL.</p> <p>The installation and commissioning shall be completed in all respects within 12 weeks from the date of firm order / LOI .</p>		
5.5	<p>Spares:</p> <p>The bidder shall maintain required spares to maintain the specified uptime. An inventory of critical, non-critical and consumable spares shall be stored at BHEL to carry out the maintenance during the entire R&G period</p>		
5.6	<p>BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re.1/-(Rupee one only) On payment of terminal charges, the ownership of entire system including all the equipments, spares and software will get transferred to BHEL without any other payments. BHEL will claim depreciation as per provisions of Income-tax Act from the date of commissioning.</p>		
5.7	<p>The Annual Maintenance charges subsequent to the R&G contract period shall be quoted for each item. The scope of AMC after R&G contract period shall be comprehensive including spares & services and shall be applicable for a period of two years and will be binding on the Bidder. The payment for AMC will be made quarterly at the end of the each quarter and within 90 days for Non-MSME vendors and within 45 days for MSME vendors after submission of invoice, in triplicate, in original along with necessary documents as detailed in the general terms and conditions.</p> <p>BHEL reserves the right to enter into AMC for two years</p>		

	after the R&G contract period of five years.		
5.8	<p>Delivery & Project implementation schedule:</p> <p>Delivery:</p> <p>Delivery (i.e. supply and installation shall start from the date of placement of firm order).</p> <p>Time is the essence of the contract. The bidder shall be responsible for timely delivery, installation & Commissioning of all the hardware/software given in the scope of supply/work at the BHEL's premises. All the hardware/software shall be delivered within six weeks from the date of placement of FIRM order and successfully installed and commissioned within six weeks from the date of delivery of hardware/software.</p> <p>For the delay in delivery, Liquidated Damages (LD) @ ½% per week or part thereof, subject to a maximum of 10% of the total lease rental for the entire lease period for the hardware/software not delivered in time as per delivery schedule. The LD amount will be deducted from the first quarter rental charges. If the LD amount is more than first quarter rental charges, the same will be deducted from the consecutive quarter.</p> <p>In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. (Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.)</p>		
5.9	Ordered items shall be offered for pre-dispatch inspection		

	<p>before shipment. The expenses towards travelling, lodging and boarding will be borne by BHEL. The time taken in pre-delivery inspection, from the date, it is notified for inspection to the date of it is inspected will not be counted in the delivery period. BHEL reserves the right to inspect the components or give dispatch clearance based on Bidder's inspection and other reports.</p>		
5.10	<p>All equipment supplied and installed at the stipulated locations shall be new and conforming to the contract technical specifications. Relevant test certificates, certificate of newness of equipment and any other statutory documents including but not limited to Excise Invoice should be furnished.</p> <p>The vendor has also to produce a certificate from his principal OEM for back to back support as per enclosed format (Annexure A)</p>		
5.11	<p>Complete technical literature including specification, catalogue pertaining to the products as required, and any relevant bench mark.</p> <p>Results/test results are to be submitted along with technical offer</p>		
5.12	<p>SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER:</p> <p>BHEL reserves the right to relocate the equipment supplied under this tender. Supplier is responsible for shifting of equipment from one location to another within BHEL, Ranipet campus and to integrate the system</p>		
5.13	<p>Uptime of 98% shall be guaranteed for the system on monthly basis. Any down time beyond 2% will result in the</p>		

	reduction of R&G contract rentals on pro-rata basis as per clause 4.8		
5.14	Bidder should arrange a system for registration, monitoring and redress of all complaints during the contract period		
5.15	Hardware upgrades during rental contract period shall provide upward compatibility at mutually agreed prices		

5.16	The bidder shall submit the proposed plan of execution and the methodology along with bar chart to execute the plan at the time of bid submission		
5.17	The offers shall be evaluated based on the total R&G contract for 5 year for the entire scope of the tender. The total R&G contract value is calculated based on the offered charges per quarter. AMC charges quoted after R&G period will be considered for evaluation		
5.18	<p>Contract:</p> <p>This tender document shall be deemed to form an integral part of the contract to be entered into for this work. The successful bidder shall have to enter into a Lease Agreement on non-judicial stamp paper of required value as per Tamil Nadu Government rules within 30 days of award of the contract, which will remain valid for the currency of the contract.</p>		
5.19	<p>Maintenance:</p> <p>At least one qualified Engineer and 2 technicians shall be stationed at BHEL site. The resident engineers and technicians should ensure 98% uptime and to coordinate daily operations including monitoring, maintenance of the Biometric smart card readers, smart card readers, PCs</p>		

	<p>servers, maintaining for the attendance recording system, canteen management system, Library management system, data entry operations required for Pay roll and Management Information Reports generation. These engineers and technicians shall have expertise in managing the system under the contract. Documentary proof of certification and experience of the engineers shall be provided. These engineers and technicians shall be available on-site between 7.00AM to 5.00PM during all working days of BHEL, Ranipet and support of 24 hrs. X 7 days working shall be available on call basis, to meet any exigency. Accommodation and transportation for the above engineers and technicians should be arranged by the vendor. The salaries of manpower provided by the vendor shall not be quoted separately, but shall be a part of the maintenance and service cost to be quoted for those equipment.</p> <p>The contractor has to follow all statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay the minimum wages as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.</p> <p>The contractor has to ensure the payment of minimum wages category wise as fixed by Tamilnadu Government from time to time to their staff. BHEL insists for additional payment payable to the contract labourer for USW is Rs.2000/-PM, for SSW is Rs 2300/-PM and for skilled worker is Rs 2500/-PM. The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The</p>		
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	<p>tenderer shall quote inclusive of PF & ESI contribution</p> <p>Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working condition during the R&G period. However, in case of any defect or sabotage or damage due to any reason whatsoever, the same equipment should be rectified/replaced by the vendor within 24 hours (24X7 manner) of reporting of such incident. Vendor shall maintain sufficient equipment inventory onsite to rectify/replace the damaged /defective/non-functioning equipment. Vendor has to submit the monthly inventory status to BHEL in a prescribed format. Periodic preventive maintenance check shall be carried out to keep the equipment in good working condition. Maintenance shall include but not limited to all plastic and/or rubber parts, back up batteries, adapters etc. Real time clock and memory back up batteries of all bio-metric smart card readers and smart card readers are to be compulsorily replaced once in 2.5 years and whenever the battery get faulty and also in the last quarter of the R&G contract. The details of maintenance and other activities are given at Sl.no. B.8</p>		
5.20	<p>TRAINING:</p> <p>Training of BHEL personnel shall be part of the contract. During installation at BHEL, the associated BHEL coordinators shall be guided on the configuration being made and system usage. Exhaustive and detailed maintenance training shall be provided to BHEL Engineers to enable BHEL to carry out maintenance after the expiry of the R&G period.</p>		

5.21	INSTALLATION AND COMMISSIONING The installation and commissioning will be in the scope of bidder. After commissioning, education and training should be provided to all the employees. Minimum required number of people should be arranged by the vendor for successful commissioning and smooth establishment of the system.		
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5.22.	TERMINATION OF R&G CONTRACT AND CONSEQUENCES	Bidder's compliance Yes/NO	Bidder's Remarks
5.22.1	<p>BHEL reserves the right to terminate the order/contract, either wholly or in part upon situations arising due to non-compliance of contract terms and conditions or performance of the equipment / system below 98% continuously for more than one month and take alternate action, at the risk and cost of the bidder.</p> <p>Purchaser/Lessee reserves the right to terminate the order/contract or a portion thereof for the stores not so delivered within the stipulated period, at the risk and cost of the vendor / lessor and the vendor/lessor shall be liable to the purchaser/lessee for any excess cost thereof.</p> <p>Vendor/Lessor shall continue the performance of the order / contract under all circumstances to the extent not cancelled.</p> <p>Lessee reserves the rights to cancel the lease agreement in case the equipment and services are not found to be satisfactory by the Lessee.</p> <p>On termination of the R&G contract / agreement, no R&G</p>		

	rent shall be payable to the bidder for the remaining period from the date of Termination.		
5.22.2	In case of the contract termination, bidder shall remove the equipment from BHEL premises at his own risk and cost after due permission from BHEL		
5.22.3	Fore-closure: In case of fore-closure of the R&G agreement by the BHEL for reasons not attributable to the bidder, pro-rata compensation will be payable. Compensation will be equivalent to the basic price component of the remaining quarters of the R&G period and the ownership of the equipment shall be transferred to BHEL		
5.23	ACCEPTANCE OF ORDER Bidder shall submit Letter of acceptance for the LOI/order/contract within one week		
5.24	PATENTS & TRADEMARKS Bidder shall at all times indemnify BHEL against all claims which may be made in respect of the systems/goods/software supplied, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of software. In the event of any such claims being made against BHEL, BHEL will inform the bidder who shall at his own cost either settle any such dispute or conduct any such dispute or conduct any litigation that may arise there from.		
5.25	Validity of the tender Validity of the offer should be 90 days from the date of tender opening.		
5.26	Reverse Auction (RA) BHEL reserves the right to go for Reverse Auction (RA)		

	<p>instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation and the same will be communicated to the technically & commercially qualified bidders after technical evaluation . All bidders to give their acceptance 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. Details / General terms/guidelines for conduct of RA are shown below.</p> <p>Bidders are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry:</p> <p>Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “ online sealed bid” in the Reverse Auction. Non-submission of “ online sealed bid” by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <ol style="list-style-type: none"> 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate 2. BHEL will engage the service provider who will provide all necessary training and assistance before commencement of online bidding on internet. 3. BHEL will inform the bidder in writing in case of reverse auction, the details of Service Provider to enable them to contact and get trained. 4. Business rules like event date, time start price, bid 		
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	<p>decrement, extension etc. also will be communicated through service provider for compliance.</p> <p>5. Bidders have to fax the compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.</p> <p>6. BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total cost to BHEL” like Packing and forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services and loading factors (for non-compliance to BHEL standard Commercial terms and conditions) for each of the bidder to enable them to fill in the price and keep it ready for keying in during the Auction.</p> <p>7. Reverse auction will be conducted on scheduled date and time.</p> <p>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network/auction panel.</p> <p>9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price break-up including that of line items as provided on case-to-case basis to BHEL, through service provider within 24 hours of Auction without fail.</p> <p>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of bidder to conduct business with BHEL as per prevailing procedure.</p> <p>11. In case BHEL decides not to go for Reverse Auction</p>		
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	<p>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 in the presence of those tenderers who choose to be present.</p> <p>12. BHEL reserves the right to negotiate if need be, with the "L1" bidder of the reverse auction.</p> <p>13. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.</p> <p>14. If the Bidder or any of his representatives are found to be involved in price manipulation/ cartel formation of any kind, directly (or) indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/aborted.</p> <p>15. The bidder shall not divulge either his Bids (or) any other exclusive details of BHEL to any other party.</p> <p>16. In case BHEL goes for reverse auction & depending on the number of bidders, the H1 bidders (whose quotes are highest in online sealed) may not be allowed to participate in further RA process. Further, in case of sufficient vendors, exclusion of H1 bidders may get extended up to 20%..</p>		
5.27	Risk Purchase		

	<p>Purchaser/Lessee reserves the right to terminate the order / contract and purchase from elsewhere at the risk and cost of the vendor / lessor, either the whole or part of the systems/goods, which the vendor / lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and nearest available substitute(s) thereof. The vendor / lessor shall be liable to compensate the Purchaser/ Lessee for any loss which Purchaser/ Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.</p>		
5.28	<p>Performance Bank Guarantee (PBG)</p> <p>The successful Bidder, shall furnish a bank Guarantee from a Bank approved by BHEL issued by a Local Branch in India, at no extra cost to BHEL in a proforma prescribed by BHEL, as per enclosed format (Annexure H) along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for throughout the contract period of five years from the date of acceptance of the equipment at BHEL, Ranipet along with a claim period of further 3 months.</p> <p>The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks and issued by their branch in India.</p> <p>Bank Guarantee shall be submitted immediately after the placement of LOI / PO (before start of the work).</p>		
5.29	<p>Force Majeure Clause</p> <p>Neither Purchaser/ Lessee nor the vendor / lessor shall be</p>		

	<p>responsible for delays / failures in performance resulting from acts beyond the control of either provided the noticed of happening of such act / event is given by either party within fifteen days from the date of its occurrence. Such acts shall include but not limited to acts of God, flood, earthquake, strikes, lockouts, riots, acts of war, epidemics, fire and Governmental regulations super imposed after the date of agreement.</p> <p>However Force Majeure shall not include the following circumstances:</p> <p>(i) mechanical breakdown of equipments of the vendor/lessor of whatsoever kind not resulting itself from an event of Force Majeure;</p> <p>(ii) Financial distress of vendor/lessor or its subcontractor, lack of funds or the inability of the vendor/lessor to make payments in the manner specified herein;</p> <p>(iii) inclement weather;</p> <p>(iv) any event or circumstance that makes performance by the vendor/lessor merely uneconomic or commercially impracticable including without limitation due to recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;</p> <p>(v) any act or omission or default on the part of a subcontractor or a vendor that is not itself attributable to an event of Force Majeure (as defined herein); and</p> <p>(vi) the imposition of sanctions by any governmental authority due primarily to the failure of the vendor/lessor to</p>		
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	<p>comply with any Applicable Laws.</p> <p>(vii) strikes, lockouts or disturbances connected with employees/ labourers of the vendor/lessor or subcontractor.</p>		
5.30	<p>Guarantee</p> <p>During the period of lease rental all defective hardware/software shall be replaced/rectified at no extra cost. Any hardware/software covered under the contract becomes faulty due to any reason whatsoever, the faulty hardware/software shall be repaired/replaced within the scope of contract.</p>		
5.31	<p>Indemnity</p> <p>Vendor/lessor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, fees, damages, losses, costs, charges, expenses judgements and fines arising out of or in the course of, or caused by the performance of the obligations under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:</p> <p>a) breach of law by the Vendor/lessor, or any of its sub-contractor, or any of their respective employees.</p> <p>b) negligence or willful default by the Vendor/lessor, or any of its sub-contractor, or any of their respective employees.</p> <p>c) breach/ infringement by the Vendor/lessor, or any of its sub-contractor, or any of their respective employees of any intellectual property right, including but not limited to trademark, patent, copyright, designs, etc.</p>		

	<p>d) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors</p> <p>If there is any written demand from any person, including a governmental agency, made against the Purchaser/Lessee or its employees or affiliate, for which the Purchaser/Lessee is entitled to the benefit of indemnity under this Contract (such written demand, being hereinafter referred to as a “Claim”), then BHEL shall have the right to provide written notice of such Claim to the Vendor/ lessor. Upon receipt of the Claim, the Vendor/ lessor hereby irrevocably and unconditionally undertakes to pay on written demand, to BHEL, the full amount of the Claim as well as all fees, costs or charges associated therewith, without any demur, reservation, contest or protest in any manner whatsoever.</p>		
5.32	<p>Confidentiality</p> <p>Vendor/Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawing and documents, etc. belonging to the BHEL and also of the systems procedure, reports, input documents, manuals, results and any other company document discussed and/or finalized during the course of execution of the order/contract.</p>		
5.33	<p>Non Disclosure Agreement</p> <p>The Vendor/Lessor shall sign a Non Disclosure Agreement (NDA) with BHEL in compliance to Information Security Management Systems by signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The format for the Non Disclosure Agreement is attached as Annexure-E.</p>		

5.34	Bidder should fulfill all statutory and safety requirements for personal engaged while executing the contract. Due to non compliance of the applicable statutory provisions, if BHEL has to incur any expenditure in this regard the same will be compensated by the bidder.		
5.35.1	<p>Settlement of disputes:</p> <p>Except as otherwise specifically provided in the order/contract, all disputes concerning questions of the facts arising under the orders/contracts shall be decided by the Purchaser/Lessee subject to written appeal by the Vendor/Lessor to the Purchaser/Lessee, whose decision shall be final to the parties thereto.</p>		
5.35.2	<p>Arbitration:</p> <p>All disputes or differences whatsoever which may arise at any time during execution of the contract to the extent possible shall be settled amicably between BHEL and Contractor as per provision of the contract. However, in the event of such disputes cannot be settled amicably, such disputes shall be referred to a sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 of the Govt. of India and its subsequent amendments. The venue for arbitration shall be RANIPET only. The Sole Arbitrator shall be the Unit Head of BHEL Ranipet or his Nominee.</p> <p>However, during the period such disputes are settled either by mutual discussions between the parties or by legal means. Contractor shall continue to do the work as per terms and conditions of contract.</p>		

5.35.3	<p><u>Court:</u></p> <p>The Ranipet court alone shall have the exclusive jurisdiction over this contract.</p>		
5.36	<p>Withdrawal from the Contract</p> <p>In case the bidder withdraws the offer submitted by him/her after it is accepted by BHEL and fails to supply the goods as per the terms and conditions of the contract, or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to cancel the purchase order and to recover from the bidder the extra cost and the other loss incidental to the breach of contract on the part of the bidder.</p>		
5.37	<p>All the items as required to meet the tender scope of supply shall be in the supplier's scope.</p> <p>Any equipment, material, software or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the vendor. Such items not quoted by the vendor, if found necessary during execution of the contract, shall have to be supplied at no extra charge by the vendor.</p>		
5.38	<p>All compensation/ dues or other sums of money payable by the Vendor/lessor to BHEL, under the terms of this contract or under any other contract with BHEL, may be deducted from the security deposit or from any sums which may be due or may become due to the vendor/lessor payable by BHEL on any account whatsoever and in the event of his security deposit being reduced by reason of such deduction or sale as aforesaid, the contractor shall within seven days make good in cash or in securities endorsed as aforesaid, any</p>		

	sum or sums by which the security deposit has been so reduced		
5.39	No interest shall be payable by BHEL on Earnest Money or Security Deposit or any money due to the Contractor by BHEL.		
5.40	<p><u>MSME status - Applicable for Indian vendors only</u></p> <p>As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable. In case more than one micro and small enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).</p> <p>Note: Special provision for micro and small enterprises owned by SC or ST: -</p> <p>Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from micro and small enterprises owned by the scheduled caste or scheduled tribe entrepreneurs provided that in event of failure of such micro and small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by scheduled caste or scheduled tribe entrepreneurs shall be met from other MSE enterprises/s. Such of those suppliers who are all ready registered with BHEL, Ranipet as an MSE and whose</p>		

	<p>registration is valid on the date of the tender opening (technical bid opening date in the case of two part bid) will be considered as eligible for the above concession.</p> <p>In their own interest the registered Bidders are advised to check the current status of the validity of the registration, which is one year from the date of the certification by the Chartered Accountant before submitting their Bid document/s. In the event that on the date of the tender opening the registration is not valid, then the Supplier will be treated under non-MSE category for this tender.</p> <p>In case the validity of the registration has expired and if the Bidder wants to be considered as an MSE then, the supplier shall submit the necessary certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or as a part of the tender document. If the offer is accompanied with the certificate, then the Bidder would be considered as an MSE. If the certificate is sent separately BHEL will not be responsible for any postal / courier / delivery delays and the status as on the date of the bid opening as available with BHEL, Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.</p> <p>Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise.</p> <p>Documents submitted after Bid-opening will no be</p>		
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	<p>considered in this tender.</p> <p>This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and taken necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.</p> <p>In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc.. then BHEL would not counter offer the L1 prices even though there may be MSE Bidders within the +15% band of L1.</p>		
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5.41	<p>General conditions</p> <p>1. Point by point confirmation of the Technical Specification enclosed is to be provided. Offers received without confirmation to our specification will be liable for rejection.</p> <p>2. Relevant catalogues are to be attached</p> <p>3. Prices shall be quoted item wise only as per the Price bid format enclosed. An un-priced copy shall be submitted along with technical bid where in the applicable taxes and duties shall be clearly specified.</p> <p>4. Equipment offered shall be “New” Re-built/Re-conditioned/Used equipments will not be accepted. “Newness” certificate from OEM shall be furnished for all items.</p> <p>5. Insurance documents for all the items</p> <p>6. Make, Model, Product No. and details of each item must be mentioned clearly.</p> <p>7. All the items must be supplied in full and complete</p> <p>8. Proper documentation, labeling and tagging shall be carried out for all the equipments used in the entire landscape for easy management and maintenance.</p> <p>9. Incomplete offers will not be considered for further processing.</p> <p>10. Fixed Price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the</p>		
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	<p>period of bid validity and execution of the Purchase Order.</p> <p>A bid submitted with an adjustable price will be treated as non responsive and rejected.</p> <p>Prices shall be written in words and figures Please refer clause 3.4.1 for the discrepancies in words and figures in the bids submitted.</p> <p>11. Taxes and duties:</p> <p>The price quoted in the price schedule shall be inclusive of all taxes and duties (right to use tax, service tax etc.) applicable as on date No variation in taxes and duties shall be allowed during the R&G period except for statutory variations in the taxes and duties levied by the Government payable by the contractor for which the rate of tax/duties, basis of charge, assessable value and break-up value of tax/duty are indicated in the price schedule. Taxes not mentioned by the bidder in the price schedule will not be entertained at a later date. However, during the execution of the contract, any statutory increase or decrease in the above taxes indicated in the price bid will be entertained against documentary evidence i.e. original invoice relevant tax and duty notification copy, proof of payment of taxes (challan copy) and a certificate for payment of taxes and duties for the invoice.</p> <p>12. The vendor shall submit self-attested copy of Income tax PAN card, Service Tax Registration Certificate and VAT Registration certificate issued by the Tamil Nadu VAT Authorities, PF own code number certificates, ESI code</p>		
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	<p>number certificate..</p> <p>13. The Bidder shall arrange for securely protecting the packing the stores to avoid loss or damages during transit.</p> <p>14. Evaluation of offers shall be on the basis of cost to BHEL.</p> <p>15. BHEL reserves the right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects/units.</p> <p>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.</p> <p>17. All equipments / services including personnel for carrying out the installation and commissioning of the equipment shall be arranged by the bidder. If any services is availed from BHEL, it is only on chargeable basis unless otherwise specified.</p> <p>18. The bidder shall provide necessary drawings, Test certificates and operating maintenance manuals etc. as called for in the Technical Specification, in the required number of copies at no extra cost.</p> <p>19. Vendor shall arrange for boarding, lodging and logistics of on site commissioning engineer, operations engineer and other staff.</p> <p>20. Successful bidder shall sign the Lease Agreement as per BHEL format and same will be free zed before the price bid</p>		
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	<p>opening.</p> <p>21. Any replacement during lease period shall be supplied at no extra cost to BHEL and on FOR BHEL Ranipet basis.</p> <p>22. Maintenance during the lease period shall not be sub-contracted. The maintenance engineers posted at site shall be direct employees of the bidder.</p> <p>23. In case a service engineer leaves the bidder's organization, a suitable substitute resource shall be provided, with the approval of BHEL, within a week.</p> <p>24. During the period of Lease rental / All defective hardware/software shall be replaced/rectified at no extra cost to BHEL.</p> <p>25. BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re.1/- (Rupee one only).</p> <p>26. Hardware/contract or any part thereof shall not be sub-contracted assigned otherwise transferred without prior written consent of the Purchaser/Lessee.</p> <p>27. Additional facility required in future on IT equipments:</p> <p>In case any additional facility required on the IT equipment requiring upgrade the vendor/lessor shall provide the same by mutually agreed terms.</p> <p>28. Other clauses:</p> <p>a. Vendor/Lessor must offer all the software ,licences and</p>		
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	<p>support for complete solution. All licenses must be in the name of BHEL. Licenses must be clearly mention the validity period and renewal policies.</p> <p>b. The Vendor/Lessor shall include and provide all other hardware or software items that are not explicitly mentioned herein but are required to fulfill the intended specification.</p> <p>c. No items shall be offered whose end of sale has been declared by the OEM or has been declared to be under phase out.</p>		
	Full Address of the company:		
	Company e-mail ID:		
	Phone Number:		
	Fax No:		
	Pan No:		
	CST/TIN No:		
	Service Tax No:		
	Name of the contact person:		
	Mobile No:		
	e-mail ID:		

6. SCOPE OF THE PROJECT

PART-A:

- A.1 Supply, installation and commissioning Warranty, Maintenance and training.
- A.2 Data management and monitoring / controlling software.
- A.3 Documentation.

PART-B:

TECHNICAL SPECIFICATION OF COMPUTERISED ATTENDANCE RECORDING SYSTEM.

- B.1 Bio-metric smart card reader.
- B.2 Attendance/Bio-metric smart card.
- B.3 Networking/communication.
- B.4 Software specification.
- B.5 Hardware specification.
- B.6 Master details and basic validation requirements.
- B.7 Acceptance and test procedure for project.
- B.8 Maintenance and back up.

PART A

A.1 SUPPLY, INSTALLATION AND COMMISSIONING

SCOPE, TERMS AND CONDITIONS

SCOPE OF RENTAL & GUARANTEE (R&G) CONTRACT		Bidder's Compliance Yes/No	Bidder's Remarks
	<p>Migration of existing Computerized Attendance Recording & management system (CARS), which is based on swipe acceptance to Biometric smart card attendance recording systems (BSCARS), Canteen Management System and Library management system on 5 year Rental and Guarantee(R&G) contract basis, consisting of the following:</p> <p>*Design, development, manufacture, supply, assemble, transport, install all the hardware and software, configuring, testing, commissioning of BSCARS, Canteen management system and Library management system as per specifications enclosed and prove the performance of complete system, transfer of data from existing system server for pay roll and other applications to the new server. The system should be able to meet the following requirements (but not limited to):</p> <p>The system should permit access to the factory as per stipulated rules</p> <p>*The system should comply with ISMS (Information Security Management System – ISO 27001) requirement.</p>		

	<p>* The system should transfer data to payroll system which can be ORACLE Platform and SAP</p> <p>*Comprehensive Maintenance of entire system for a period of 5 years</p>		
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A.2 DATA MANAGEMENT & MONITORING / CONTROLLING SOFTWARE			
A.2.1	Suitable Data Management and Monitoring / Controlling software should be provided by vendor. Vendor will be required to do modifications in the software as per BHEL, Ranipet's requirements.		
A.2.2.1	Monitoring/Controlling the maintenance functions: Functioning/non-functioning of the Bio-Metric Smart card Readers and Smart Card Readers deployed on the network due to any reason		
A.2.2.2	Checking of Functioning / Non-Functioning of Bio-metric Card Readers and Smart Card Readers deployed on the network due to any reason		
A.2.2.3	Indication of Bio-metric Smart card readers and Smart card readers working on power or battery back-up.		
A.2.2.4	A graphical display/interface for monitoring the above devices on network shall be preferable.		
A.2.2.5	Change of parameters like time, date, employee master data etc.		
A.2.3.1	<p>Data Management</p> <p>Continuous monitoring and continuous online downloading of data in oracle table for each date having</p>		

	format (Staff No. Time, date (dd-mm-yyyy), location / machine number, IN/OUT flag etc.) Format may change during the implementation.		
A.2.3.2	The change of data like inclusion/exclusion of Employee staff no. change of shift etc. related to attendance management system on the Biometric Smart Card Readers, and related changes in Canteen Management system, Library Management system in smart card readers. This data is to be picked up from the central software/server.		
A.2.3.3	Data files which will be generated on Oracle System should be designed in a maintenance free fashion without need for cleanup facility.		
A.2.3.4	100% reliable and fool proofing of data transfer from card reader to oracle database and vice versa.		
A.2.4	Vendor shall demonstrate the working of attendance recording, canteen management, library management and procedure for downloading the data and processing it for various report generation.		
A.2.5	Complete documentation of the system (both hardware and software) should be provided by vendor.		
A.2.6	Any extra item required like hardware/software / man-hours to make the total system successfully operational even though not explicitly stated in the tender will be in the scope of vendor as a package.		
A.2.7	Supply, installation and configuration of any additional software/component required for the desired functioning of the entire system application including the Operating system shall be vendor's responsibility.		
A.2.8	On site user training for operating the application software, for 6 days period is to be provided by the		

	vendor at their own cost.		
A.2.9	Preparation & supply of Additional Bio-metric Smart cards, replacement of lost/damaged bio-metric smart cards, removal of bio-metric smart cards and change in Bio-metric smart card data required during the contract period or change in business rules in application software will be vendor's responsibility. The price of the additional cards including the preparation should be quoted separately in the price bid and the amount can be claimed separately on quarterly basis.		
A.2.10	Vendor has to ensure the availability of such additional requirement as and when needed. Approximate 2000 bio-metric smart cards shall be required annually. 1000 dummy bio-metric smart cards will be required annual for apprentices. The actual quantity may vary during execution.		
A.2.11	Vendor has to prepare & supply any additional or replacement of lost/damaged Bio-metric Smart card within two working days from the date of reporting.		
A.2.12.1	Vendor must provide the scheme for total solutions for the system operations and networking.		
A.2.12.2	Vendors may visit BHEL to familiarize themselves with the layout and requirements before quoting for the system.		
A.2.12.3	Vendor shall provide un-priced Bill of Material (BOM) sheet along with technical compliance.		
A.2.12.4	Vendor must provide the technical compliance in the specified format only, as given in the enclosed specification sheet.		

A.3 DOCUMENTATION			
The following set of documents shall be supplied in triplicate along with the systems. The documents may be in CD and printed forms.			
A.3.1	Full product specification and supplier address.		
A.3.2	Technical specification of all sub systems and supplier address.		
A.3.3	Circuit diagrams required for maintenance.		
A.3.4	Operation, Maintenance and service manuals.		
A.3.5	Proof for ISO standards used.		
A.3.6	Networking configuration and full details.		
A.3.7	Software installation and maintenance manuals.		
A.3.8	Software up gradation procedures.		
A.3.9	Instruction pamphlet for all the employees containing the usage of the biometric smart card reader and Dos and Don'ts.		

PART – B

TECHNICAL SPECIFICATIONS OF THE COMPUTERIZED ATTENDANCE RECORDING SYSTEM

	Specification	Bidder's compliance Yes/No	Bidder's remarks
B.1 Bio-metric smart card reader			
B.1.1	The Bio-metric smart card reader and smart card reader shall have the Mifare® technology suitable to read Bio-metric smart card at a distance from 0.1 to 5cm and read finger print with fault rejection ratio <1% and fault acceptance ratio <0.0001%		
B.1.2	The Bio-metric smart card readers verification speed		

	<p>which include reading of smart card, finger printer and verification to give the output should be < 1.5 seconds in 1:1 mode and identification speed shall be <1.5 seconds in 1:N mode. The supplier should mention the response time, when validation is done centrally from the central database located at the Informatics Centre. The number of punching per minute shall be indicated in the offer.</p> <p>Note: 1:1 means comparing the finger print with the finger print image stored in the biometric smart card. 1:N means comparing the finger print image with the finger print image stored in the readers memory.</p>		
B.1.3	<p>95 Nos. of Bio-metric smart card readers (89 will be installed and 6 nos. as spare)will be installed for computerized attendance recording system. 12 Nos. of Smart card readers without finger print reader (8 nos. for canteen, 2 nos. for Library , 2 nos. as spare) will be required. Provision of suitable wall mounting arrangements for biometric smart card readers/smart card readers is under vendor's scope. The actual number of readers may vary based on requirement. All the spares at BHEL to be maintained in good condition. Additional card readers if needed, vendor shall supply at the finalized lease rental rate.</p>		
B.1.4	<p>The Bio-metric smart card reader will have LCD wide-angle display to facilitate enhanced readability even in dim lighting conditions with alphanumeric character, Backlit display and key pad (for recording various types of movements of employees). Under normal circumstances date, time IN/OUT mode and status of memory consumed shall be displayed. While showing the</p>		

	card, staff no. punched time, date, validation of each punch and status of memory consumed shall be displayed. Provision shall be provided on the Bio-metric smart card readers for audio and visual display (5mm LEDs) with a relay output. The LED Indication for Power/battery mode, IN/OUT, Accept/reject and network status to be provided. Required length of power cable for the reads is under vendor's scope.		
B.1.5	Smart card readers without finger print reader located in all employees, canteen, and special canteen for canteen management system shall accept any employee at any machine to avail the canteen facility. The data will be recorded separately and sent to Finance to deduct the prescribed amount for breakfast, lunch, dinner, late night dinner and special canteen lunch from salary and will not be clubbed with attendance recording.		
B.1.6	The recording speed of smart card readers shall be <1.5 second and the readers will have relay output for external audio visual tower light to indicate the card acceptance. LED indication for power/battery mode, accept/reject and network status to be provided. The supply and installation of audio visual tower light for smart card readers is vendor scope. The reader units shall support local verification / validation of each punch.		
B.1.7	Two smart card readers without finger print reader are to be located at central library for library management system. The system shall accept all employees smart card to avail the library facility and the data will be recorded separately and should not be clubbed with attendance recording system. Smart card should interface with online, in-house developed Oracle Developer 2000 / web		

	based application program (Library Management System) to capture Staff No. in real time (not batch).		
B.1.8	The readers shall have minimum 128 KB of SRAM for storing of transactions in case when the network is off line. It shall also have minimum 256KB flash memory for programs and other applications. In case when the network is off line, it should be capable of storing more than 8000 punch records (with date, time, card no. and recorder Sr. No.) for minimum period of 48 hours and the biometric smart card readers should have the memory capacity to store minimum 1500 employees master details with 3 finger prints in local data base.		
B.1.9	Reader shall be operated in 230V, AC +/-10% with Integrated surge protection system and ambient temperature of 10 to 48 C. In case of power failure, the reader shall be suitable to punch in/out by means of battery back up for a minimum period of 6 hours. The exact hours shall be indicated in the offer. Minimum 3 years in built battery backup for real time clock and stored data. Replacement of the battery during the contract period shall be in.		
B.1.10	Data residing at local Bio-metric smart card reader and smart card readers will be updated in the Central Database Server in online mode as and when punching is recorded.		
B.1.11	Provision shall be provided to assign a particular Reader unit or a group of designated units to a particular group of employees.		
B.1.12	Provision shall be made in Reader unit to avoid any duplicate punch within a short span of time (adjustable) and the same shall be indicted as already punched in the		

	display.		
B.1.13	The Reader unit shall be suitable to work in the shop floor conditions and in the gates where the readers will be mounted in open shelter.		
B.1.14	Finger print Image shall compliance as per ISO/IEC 19794-4:2005E. Minutiae data format standard as per ISO 19794-2:2005E and contactless smart card reader should read the biometric smart cards complied with ISO 14443A		
B.1.15	Finger print sensor shall be impact resistant, scratch resistant, weather durable and corrosion free optical non contact type finger scanner. The finger printer reader should be capable to read greasy and dirty finger printer. The performance of the finger print reader should be demonstrated in the above mentioned conditions during the evaluation.		
B.1.16	Supplier has to periodically replace the finger print reader sensor for every 18 months to ensure fail proof operation. Replacement should be done under BHEL supervision. Newness certificate should be produced for all sensors. Supplier has to mention the period of replacement of smart card sensor.		
B.1.17	Finger print sensor shall allow maximum allowable finger rotation +/- 35 and displacement 5mm.		
B.1.18	Finger print reader should be confirming to ISO / IEC 19794-4:2005E and ISO 19794-2:2005 E and should be able to transfer the finger print patterns of the card to the card reader memory and match these patterns when the finger is put on the sensor. The reader should be able to match any of 3 finger patterns.		
B.1.19	The Reader unit shall have provision for configuration of		

	percentage of comparison of finger print image.		
B.1.20	The reader shall have in built TCP/IP with 100/1000Mbps data transfer speed.		
B.1.21	The Reader unit shall be provided with an external switch to select IN/OUT and a reset switch if it is required to reset the reader.		
B.1.22	The reader should be able to match any of 3 finger patterns.		
B.1.23	Power supply cable should Minimum 3m length		
B.1.24	Data cable (CAT 6) – As an average 40 meters length per reader is required. Total length of cable shall be considered as minimum 4500 meters.		
B.2 ATTENDANCE / BIO-METRIC SMART CARD			
B.2.1	Biometric smart cards for approximately 3100 employees and dummy biometric smart cards for 2000 contract labours and apprentices will be required.		
B.2.2	Bio-metric smart card shall be used for identity, attendance, movement, canteen, and library purpose. Preparation of Bio-metric smart card including preparation of finger print image and template are vendor scope.		
B.2.3	Vendor shall quote separate rate for contactless blank bio-metric smart card with memory capacity of minimum 4 KB (read and write).		
B.2.4	Bio-metric smart card: compliance with ISO 14443A. Programmable smart card technology should have security protection for Read/write smart card shall be of best quality and reputed make.		
B.2.5	The card shall contain the following entities front side. 1. Company name and logo 2. Name, staff No		

	3. Designation 4. Card control number 5. Signature of issuing authority 6. Employee's photo 7. Signature of employee 8. Blood group 9. Date of Birth 10. Two different color bands 11. Three finger print image		
B.2.6	The card shall contain the following entities Back side. Existing standard instructions: Card validity		
B.2.7	The card should get debarred once the card validity which will be printed on the card is over. The card should not be put for further use thereafter.		
B.2.8	Vendor shall maintain sufficient sets of PC, Smart Card Printer, Digital camera with minimum resolution of 8 Megapixel, Signature Pad, Scanner, Finger Print Reader / Recorder, Lamination machine and all consumables at M/s. BHEL/Ranipet premises for preparation of Smart cards on day to day basis without any delay for issuing smart cards for Employees. After authorization from HR/Security the vendor shall obtain details of employees in respect of whom the smart cards are to be prepared such as taking finger impression of employees, enrolment of smart cards/details, printing of peelable PVC stickers and affixing the same on smart card, delivering the prepared cards to security, obtaining signature of employee and authorized security personnel on the card, and finally laminating the smart card and delivering to the		

	concerned employee under the supervision of permanent BHEL employee nominated by the security department within 2 days till the end of the contract period. This work should be carried out by the vendor initially as per delivery terms.		
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B.2.9 GENERAL			
B.2.9.a	The bio-metric smart card shall have a unique key number to relate with the staff no. to avoid duplication/copying.		
B.2.9.b	In case missing of Bio-metric smart card, provision should be available to disable the bio-metric card and issue a new bio-metric smart card.		
B.2.9.c	For card preparation vendor shall indicate in the offer the list of inputs required from BHEL.		
B.2.9.d	Vendor is to arrange digital photos. However BHEL will provide details of all employees like name, designation, Date of Birth, etc. excluding photos. The softcopy of the digital photos database shall be handed over to BHEL. These digital photos and employees data is the property of BHEL and shall not be divulged/used by the vendor for any other purpose other than the purpose intended in the contract.		
B.2.9.e	BHEL reserves the right to vary the quantity by + / - 20% based on final requirement.		
B.3 NETWORKING / COMMUNICATION			
Network requirement for the proposed Computerized Attendance system is as follows:			
B.3.1	The existing data network, consisting of the fast Ethernet		

	LAN shall be fully made use of for setting up the Computerized Attendance Recording System. Vendor has to supply the data cable (CAT 6) from Reader to the existing LAN Switches of BHEL.		
B.3.2	Smart Card Reader/group of Smart Card Readers, shall be directly plugged into 100/1000Mbps Ethernet switch ports wherever they fall within 100 meters		
B.3.3	The vendor is advised to visit the site to assess the exact requirements of the cabling and other equipment and accordingly inform it to the networking team of Informatics Centre.		
B.3.4	Vendor should inform any problem regarding uptime and availability of network to BHEL immediately		
B.4 SOFTWARE			
The smart card data shall be updated on-line in the Oracle database and SAP located at the Informatics Centre			
B.4.1 APPLICATION SOFTWARE REQUIREMENT SPECIFICATION			
All computerized attendance recording system, canteen management system and library management system related software, installation, program development, configuration, data entry and commissioning by the vendor.			

B.5 HARDWARE SPECIFICATION

ATTENDANCE SERVER SPECIFICATION

Sl. No.	Parameter/Feature	Detailed Specification	Bidder's Compliance Yes/No	Bidder's Remarks
01	Make and model			
02	Mounting	Rack Models		
03	Height	Max 2U		
04	Processor	Intel Xeon Quad Core 5630,2.53GHz 5.86GT/sec QPI		
05	No. of processors	Two (2)		
06	Chip set	Intel 5500 family chipset		
07	CPU cache	12MB L3 cache		
08	RAM	24GB DDR3 1066MHz expandable to 48GB.		
09	Extension slots	4 or more PCI-X / PCI Express slots (with at least 2 PCI-E x8 slot for SAN connectivity).		
10	HDD	6X300 GB or higher SFF hot pluggable SAS 10K rpm.		
11	Internal HDD bays	6 or more hot plug drive bays.		
12	DVDROM	8X or higher DVD-CDRW combo drive.		
13	Raid controller	2 Nos. of 3G SAS RAID controller, each with 256MB battery backed cache.		
14	Tape drive	24/48 GB or higher capacity latest generation internal / external DAT drive with controller, 40 numbers of		

		data cartridges and 5 numbers of cleaning cartridges. Required backup software.		
15	LAN Card	2 Nos. of separate 10/100/1000 Ethernet cards each with 2 ports (with at least 1 card on board).		
16	Power supply	Should come with Hot pluggable & Redundant power supply.		
17	Fans	Hot pluggable redundant fans		
18	Management software	<p>Management software having following features provided with each server:</p> <ol style="list-style-type: none"> 1. OS independent remote management capabilities. 2. Provide proactive notification of actual or impending component failure alerts. 3. Inventory management (H/w and S/w). 4. Remote software deployment. 5. Remote patch deployment. 		
19	Operating system	Red Hat Linux enterprise server 5.5 or latest (with server virtualization capability).		
20	Database	Oracle 11g and Higher versions. Providing Licensed software is under vendor's scope. Minimum License required for offered/quoted server processors as per oracle licensing		

		policy.		
21	Certificates	<p>For OEM: ISO 9001 (Latest version).</p> <p>ERTL/FCC-EMC Class A or Class B.</p> <p>Latest version of IEC-60950-1/IS 13252/UL-60950.</p> <p>ACPI (latest version)complaint.</p> <p>R0HS compliant.</p>		
22	Warranty	OEM onsite, labour, parts warranty for the entire R&G period. For this purpose, vendor/Lessor shall submit warranty certificate in original from OEM.		

SPECIFICATION OF PC-AT CENTRAL TIME OFFICE

2 Nos. of PC required at Central Time Office for data monitoring, management etc.

Sl. No.	Parameter/Feature	Detailed specifications	Bidder's compliance Yes/No	Bidder's Remarks
01	Make and model			
02	Processor	Core-i5-650 (3.2GHz, 4MB 1.3 cache) or higher.		
03	Motherboard	Motherboard and FRU parts should be of OEM's make and part no.		
04	Chipset	Intel Q57 or higher Intel chipset.		
5	RAM	4GB dual channel DDR3 1066 MHz expandable to 8GB.		

6	HDD	500GB SATA or higher 7200 rpm with Pre failure alert.		
7	Optical drive	16X or more DVD +/- RW SATA		
8	Monitor (Asset controlled)	17" TFT (OEM make) with aspect ratio 5:4 or 4:3 and minimum resolution of 1280* 1024 TCO 03/05 complaint.		
9	Graphics	Intel GMA HD Integrated graphics.		
10	Keyboard	Minimum 104 keys (same make as PC).		
11	Mouse	2/3 button Optical Scroll Mouse (same make as PC).		
12	Audio	Integrated Intel HD audio, AC 97/20-bit audio with internal speakers.		
13	Ethernet	Integrated (on-board) 10/100/1000 Mbps RJ45 ports with WOL, PXE and ASF (Alert Std. format) 2.0 OS independent software to monitor and analyses network connection.		
14	PCI slots	Minimum 2 PCI-E slots		
15	Ports	Minimum 1 serial, 6 USB (Ver.2.0) VGA speaker, microphone, headphone, 1 parallel port (in case of motherboard not supporting parallel port then separate card to be installed in the cabinet).		
16	Software	Windows 7 prof. 64 bit (with roll back to 32 bit) with latest service pack, Restore/recovery CD and with OS media CD with each PC (in absence of OS Media CD OEM pack of OS to be supplied), a software to provide data recovery to restore user data, settings,		

		applications and operating system in the event of a software crash or virus infection. The latest system drivers should be available on OEM's website for the entire R&G period.		
17	Form factor	Micro ATX desktop.		
18	Diagnostic tool software	OEM's Diagnostic tool for hardware diagnostics.		
19	Preloaded Management Software	<p>Have preloaded client of management software having following features:</p> <ol style="list-style-type: none"> 1) Remote software deployment. 2) Remote patch deployment/management. 3) Asset tracking, inventory management (S/w & H/w). 4) Data and settings Migration tool. 5) Out of band management supporting remote: Asset Tracking, inventory management, power control, remote diagnosis. 6) Anti-virus with latest data files. 		
20	Security	Removable media boot control, serial, parallel & USB interface control, power On password, set up password, should give alert on management console and desktop on tampering the system. Should come with integrated Trusted Platform Module (TPM) 1.2 security chip.		

21	Certification	<p>OS Certification from Microsoft.</p> <p>For OEM: ISO 9001 (Latest version).</p> <p>ERTL/FCC-EMC Class B.</p> <p>Latest version of IEC-60950-1 / IS 13252 / UL-60950.</p> <p>ACPI (Latest version) compliant.</p> <p>RoHS complaint.</p> <p>Energy star 5.0 compliant.</p>		
22	Warranty	OEM warranty (labour, parts, onsite) for the entire contract period. For this purpose, vendor/Lessor shall submit warranty certificate in original from OEM.		

B.6 MASTER DETAILS & BASIC VALIDATION REQUIREMENTS

	B.6.1 MASTER DETAILS	Bidder's compliance Yes/No	Bidder's remarks
B.6.1.1	The following masters are to be supported by the package: Employee master containing Name, Staff No. Department and designation, category code, punch status code, employee's photo, Three finger prints image, blood group, date of birth, male/female etc.		
B.6.1.2	System should provide a facility to add, modify or delete master data only by authorized persons.		
	B.6.2 Basic Validation requirements		
B.6.2.1	There should be a minimum of two punches (IN and		

	OUT) The staff number has to be validated with the staff number finger print images and punch status code available in clock/server employee master.		
B.6.2.2	Single machine shall be used for both IN and OUT punch of attendance. Depending on the grace time allowed for IN punch, short absence hours are to be calculated if IN punch is beyond the grace time. Details of grace time will be furnished by BHEL.		
B.6.2.3	In case of an early OUT punch, short absence hours are to be calculated.		
B.6.2.4	If an employee works less than an hour, it is to be treated as FULL day absence.		
B.6.2.5	If an employee does IN punch after the grace time and OUT punch after 4 hours from the start of the shift, it is to be treated as half-a-day working. In this case, short absence hours and absence hours for the second half of the shift are to be calculated.		
B.6.2.6	If an employee does IN punch after an hour from the start of the shift but before 4 hours from the end of the shift, it is to be treated as IN punch for the second session of the shift.		
B.6.2.7	In the second session of the shift, if an employee does OUT punch before end of the shift, short absence is to be treated as minimum of one hour. If it exceeds one hour, the actual hours of difference from the end of shift is to be treated as short absence hours.		
B.6.2.8	If there is only one punch or NO punch, then it is to be treated as FULL day absence (8 hours).		
B.6.2.9	If an employee has worked only in first session or in second session, then 4 hours absence has to be created for the session NOT worked.		

B.6.2.10	Depending on the punch status code for certain employees, system should permit early OUT punch based on time limit and NO short absence is to be created for that purpose.		
B.6.2.11	A provision has to be made available in the system as separate format to change short absence hours in to absence hours, or absence hours in to short absence hours for an employee by authorized user. This is to be used at the time of attendance consolidation for that month by the system.		
B.6.2.12	Employees applications for encashment of Earned leave shall be updated in the leave data.		
B.6.2.13	System should have provisions for updating the leave applications from the employees. The applications shall be processed by the system as per the leave rules and be updated in the data (leave application rules and leave combination rules will be specified by BHEL and any changes in such rules during the currency of the contract shall also be incorporated in the system).		
B.6.2.14	The system should calculate the number of days each employee is eligible for payment of Late Night Snack Allowance. An employee punching before midnight and continuing to work after midnight is eligible for LNSA.		
B.6.2.15	The system has to maintain a roster of weekly holidays and shifts to be updated every day based on data provided by authorized staff.		
B.6.2.16	The system should also provide for recording the details of compensatory holiday off and absenteeism of staff on account of other assignments i.e. proceeding on Official duty.		
B.6.2.17	The output data from the system should contain the		

	<p>details of:</p> <ol style="list-style-type: none"> 1. Absenteeism-half a day-4 hours/full day 8 hours. 2. Short absence – late arrival/leaving earlier. 3. Overtime working / (@single rate/double rate as per the rules of BHEL). 4. The above data is to be available date wise. 		
--	---	--	--

B.7 ACCEPTANCE TEST PROCEDURE FOR THE PROJECT

B.7.1	Complete system supply, installation and running of system as per requirements and technical specifications must be completed for proceeding with ATP.	Bidder's compliance Yes/No	Bidder's Remarks
B.7.2	Soft copy and hard copy of complete system documentation, user manual, giving details of configuration, various wiring diagrams, layout, marking and labeling of all cables, ports, terminations, running instructions etc. to be submitted. This will serve as reference document in case of any problem/system augmentation etc.		
B.7.3	Newness certificate: The vendor has to submit the newness certificate of al the equipments supplied.		
B.7.4	OEM Support: The vendor has to submit the certificate from the principal equipment suppliers for their back to back support.		
B.7.5	After the installation and commissioning of the system as per the technical specification following are to be done.		
B.7.5a.	Demonstration of minimum 25 number of transactions from each biometric smart card reader (in 1:1, 1:N mode) and smart card reader for proving the specified verification		

	speed of the reader.		
B.7.5b	Demonstration of the readers in off line and on line mode to prove the reader's performance.		
B.7.5c	Online report for all the above swipes.		
B.7.5d	Demonstration of smooth working of all software modules as per specifications from the central application servers and from Time Office PCs .		
B.7.5e	Demonstration of web based report viewing facility on local area network with proper authorization and authentication.		
B.7.5f	Demonstration of working of biometric smart card and smart card readers on battery, in case of power failure during day and night, emergency situation.		

B.8 MAINTENANCE AND BACK UP

B.8.1 Details of maintenance and other activities		Bidder's compliance Yes/No	Bidder's remarks
B.8.1.1	Vendor shall be responsible for the continuous and smooth operation of the hardware and software for the entire period.		
B.8.1.2	Vendor shall have back up support with original equipment manufacturer (OEM) during contract period for PCs and servers to ensure availability of spares and services.		
B.8.1.3	Regular back up of PCs and server system and oracle database to ensure smooth recovery and business continuity in case of system failure.		
B.8.1.4	Periodic back up of attendance data and other useful data		

	and handing over of media to finance/IC system.		
B.8.1.5	Maintain Oracle forms, reports used by Time Office staff and make them available for all the days throughout the year.		
B.8.1.6	Daily checking should be completed before 7.40AM for all the biometric smart card readers for attendance recording system, smart card readers in canteen and library to have better availability for regular attendance, canteen and library facilities. Check for validation, Networking,. Date, time and IP address down loading for raw data and their performance reporting status of the biometric smart card readers and smart card readers to users regularly.		
B.8.1.7	On Sundays and holidays, on-line status check shall be done.		
B.8.1.8	Updating back up files in server, clock time setting for biometric smart card readers and smart card readers, status of server, ID and temporary card shall be done daily.		
B.8.1.9	Maintaining daily log of monitoring for equipment complaints from field and systems and immediate action for rectification.		
B.8.1.10	Preventive maintenance schedule shall be given for monthly and quarterly to have a complete check-up.		
B.8.1.11	Daily report to BHEL regarding the status of Biometric smart card readers and smart card readers.		
B.8.1.12	Vendor needs to maintain critical spares for immediate replacement pertaining to this system.		
B.8.1.13	Vendor shall arrange to have a service facility in BHEL, Ranipet. They have to post their Maintenance engineers during day time. Any failure in this system shall be		

	attended immediately and the system availability shall be more than 98%.		
B.8.1.14	Vendor shall provide adequate tools for regular work BHEL shall arrange movement pass for men and materials to attend work outside the campus of all the installations. BHEL shall provide for table space with lockable space to station the personnel of vendor.		
B.8.2 WEEKLY SCHEULE OF WORK			
B.8.2.1	Running weekly back up at server		
B.8.2.2	Check status of user table		
B.8.2.3	Check status of server tables		
B.8.2.4	Updating machine IDs and temporary cards		
B.8.2.5	Submission of daily log regarding the complaints and rectification		
B.8.2.6	Weekly meet with M&S regarding the issues faced		
B.8.3 Monthly schedule of work		Bidder's compliance Yes/No.	Bidder's remarks
B.8.3.1	Preventive maintenance schedule shall be planned for checking of all the biometric smart card readers, smart card readers, and battery backup, Power check, networking, connectivity and communication systems		
B.8.3.2	Checking on-line OT data table status –Every 4 th and 22 nd		
B.8.3.3.	Transferring On-line OT data to Time office Every 5 th and 23 rd		
B.8.3.4	Muster generation for supplementary bills every 9 th and 25 th		
B.8.3.5	Shift generation for all smart card reader users Every 17 th		
B.8.3.6	Back up OT data and report sent to accounts every 20 th		
B.8.3.7	Canteen data transferring to Finance –Every 26 th		

B.8.3.8	3 months data have to be maintained always. Backup shall be kept for future verification		
B.8.3.9	Backup, operating system of PCs and servers		
B.8.3.10	Updating master file for additions, deletions and transfers of employees		
B.8.3.11	Leave table updating for pay billing		
B.8.3.12	It is the responsibility of the vendor to take back the used batteries. It should not be stored in BHEL complex		
B.8.4 Half Yearly schedule of work		Bidder's compliance Yes/No	Bidder's remarks
B.8.4.1	Battery for real time clock to be checked		
B.8.4.2	Soft copy data to be sent to Accounts department and Employees promotion has to be updated		
B.8.4.3	Activate set recorder programme to all card readers for updating masters record		
B.8.4.4	Master updating of all employees with paymaster to correct pay codes, designation, department etc.		

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

Sl. No.	Annexure to be attached	Format attached as annexure	Whether attached Yes/No
01	Authorisation letter from OEMs for biometric smart card readers (in case of the bidder is not an OEM)	Annexure A	Yes/No
02	No Deviation Certificate	Annexure B	Yes/No
03	Annual Turnover chart	Annexure C	Yes/No
04	Details of Major Project Executed	Annexure D	Yes/No
05	Accepting to sign Non-Disclosure Agreement after the award of contract.	Annexure E	Yes/No
06	Price format without prices, indicating the % of statutory levies/Taxes (Financial Lease)	Annexure F	Yes/No
07	Price format without prices, indicating the % of statutory levies/Taxes (Outright Purchase)	Annexure G	Yes/No
08	Performance Bank guarantee format	Annexure H	Yes/No

For any queries/clarifications the bidders may contact us through our Fax No. _____ or

Through e-mail ID: _____

Note:

a. Your specific acceptance to our payment terms, LD, Risk Purchase clause and submission of PBG for 10% of the order value are essential for consideration of your offer.

Otherwise your offer is liable for rejection.

b. No row should be left blank. Please indicate NA, in case of the item is “not applicable”

Declaration:

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

(Affix Official seal here)

Signature with date:

Name:

Designation:

Department:

(Please Affix your signature with seal on each page)

ANNEXURE A

FORMAT FOR ‘LETTER FOR AUTHORITY’

Tender Enquiry No. _____ Date / /

To

Sub: Letter of Authority

Tender Ref. No.

Date:

Dear Sir,

We hereby authorize _____ who will fulfill the requirements of the tender enquiry ref. no. _____ dated ____/____/____ to quote/negotiate and service the equipment as required in the above tender enquiry.

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

1. _____
2. . _____
3. . _____
4. . _____
5. . _____

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

(Authorised signatory)

For _____

Place:

Date

Note: This “Letter of Authority” should be issue don the letterhead of OEM and enclosed in Part II.

ANNEXURE B

FORMAT FOR “NO DEVIATION CERTIFICATE”

Tender Enquiry No. _____ dated ____/____/____

NO DEVIATION CERTIFICATE

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

Signed by:

Name : . _____

Designation : . _____

Organisation : . _____

Date & Place : . _____

Phone / Fax / Mobile /email: . _____

Stamp & seal : . _____

Place:

Date:

ANNEXURE C

ANNUAL TURNOVER OF BIDDER

Tender Enquiry No. _____

Date:

Sl. No.	Financial year	Turnover (Rs.in crores)
01	2011-2012	
02	2012-2013	
03	2013-2014	

Place:

Date:

Signature with seal

Signature of the Bidder

ANNEXURE D

EXECUTED MAJOR ORDER DETAILS

(As per qualification criteria)

Tender Enquiry No. _____

Dated:

Sl. No.	Organisation Name / contact person details	Type of equipment supplied	Details of project
01			
02			
03			

Note: Contract value to be included in the table

Place :

Date:

Signature with seal

ANNEXURE E

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Annexure-F
(1/3)

		PART-A FORMAT FOR SUBMITTING LEASE PRICE DETAILS OF BIOMETRIC SMART CARD BASED COMPUTERISED ATTENDANCE RECORDING SYSTEM UNDER 5 YEARS FINANCE LEASE BHEL BAP RANIPET-6															
		FIVE YEARS LEASE RENTAL CHARGES										All values to be quoted in Rupees					
	VATCST On (a)	Unit	Qty	Towards Equipment cost excluding Taxes	VAT/CST on (a)		Towards Maintenan ce Charges (Excl Ser.Tax)	Service Tax on Maintenance on (c)		Total Interest Charges	VAT on Interest Charges On (e)		Service tax On (e) will be applicable On 10% of the total Interest charges		Any other Tax		Total (a+b+c+d+ e+f+g+h)
				Quarterly	Quarterly		Quarterly	Quarterly		Quarterly	Quarterly		Quarterly	Quarterly		Quarterly	
				(a)	(b)		(c)	(d)		(e)	(f)		(g)	(h)		(i)	
					%	Amount		%	Amt.		%	Amt.	%	Amt	%	Amt	
1.	Biometric smart card readers with LCD.Display For Time Attendance Management	No.	103														
2.	Smart Card Readers with LCD Display for Canteen Management And for Library Management	No.	8														
3.	Application Software(including Oracle DB license) for Time Attendance And Canteen Management With integrated Employee date base	Set	1														
4.	Server for Time Attendance And Canteen Management System	Set	1														
5	Desktop Workstations With OS and Antivirus Software – for Monitoring of Attendance And Canteen Management System	No.	2														
6.	PC ,Smart Card Printer, Digital Camera, Signature Pad, Scanner, finger Print reader/ Recorder, Lamination M/C	Set	1														
7.	If any other item Is required, that May be specified With quantity																
		TOTAL OF A															

Signature of the Bidder

Part-B**ITEMS ON ONE TIME CHARGES**

	One time payment	Unit	Qty	Unit Rate without any taxes	Value Without Tax	% of applicable taxes & duties			Amount of Tax & Duty			Total value Including Tax	Note: The indicated quantity of card is approximate for total 5 years contract. The actual quantity may vary depending on the situation. *The initial requirement of card is 2850 and annually 500 card extra for each year (i.e. for new entry & promotion & damage). ** The initial requirement of R/W Blank card is 2000 and annually 500 card extra for each year (i.e. for contract workers & apprentices)
						ED	CST/ VAT	Ser.Tax	ED	CST/ VAT	Ser.Tax		
			(a)	(b)	C = a*b								
1.	Integration with SAP-HR and existing Pay Roll System		1										
2.*	Supply, Preparation of Smart card Including printing and Card Holder With pre-printed Lanyard		2850										
3.**	Blank Mifare Smart Cards with Card Holder for contractor & Apprentices (reusable type)		2000										
4.	Preparation (Read & re-write) charge for above Blank Cards (S.No.3)		2000										
					Part-B	Net cash Outflow							

PART – C
QUARTERLY AMC CHARGES FROM 6TH YEAR VALID FOR TWO YEARS AFTER 5 YEAR LEASE

Amount in Rs.

S.No.	Description	Quarterly AMC Charges	APPLICABLE TAXES						Total Quarterly AMC charges incl. taxes	Total Quarterly AMC charges For 2 Yrs. (8 qtrs.)
			VAT			SERVICE TAX				
			% of value	VAT Rate %	VAT Amount	% of value	Service Tax Rate %	Service Tax Amount		
	Quarterly Maintenance charges from 6 th year valid for 2 years as detailed below:									
1.	Biometric smart card readers with LCD.Display For Time Attendance Management									
2.	Smart Card Readers with LCD Display for Canteen Management And for Library Management									
3.	Application Software (including Oracle DB license) for Time Attendance And Canteen Management With integrated Employee date base									
4.	Server for Time Attendance And Canteen Management System									
5.	Desktop Workstations With OS and Antivirus Software – for Monitoring of Attendance And Canteen Management System									
6.	PC ,Smart Card Printer, Digital Camera, Signature Pad, Scanner, finger Print reader/Recorder, Lamination M/C									
7.	If any other item quoted in Part-A									

Total C =

Total Cash Outflow for Part-A + Part-B + Part-C =

D =

Signature of the Bidder

PART – D - OUTRIGHT PURCHASE PRICE - BIOMETRIC SMART CARD BASED COMPUTRISED ATTENDANCE RECORDING SYSTEM * BHEL –BAP -RANIPET

S. No	Item Description	Unit	Qty.	Unit Rate Without Tax	Total Cost Without Taxes	Excise Duty		VAT/CST		Service Tax		Total price incl. Taxes & Duties	Maintenance				
						%	Amount	%	Amount	%	Amount		Qtrly. AMC Charges	VAT/CST		Service Tax	
														%	Amt.	%	Amt.
1.	Biometric smart card readers with LCD.Display For Time Attendance management	No.	103														
2.	Smart Card Readers with LCD Display for Canteen Management And for Library Management	No.	8														
3.	Application Software (including Oracle DB license) for Time Attendance And Canteen Management With integrated Employee date base	Set	1														
4.	Server for Time Attendance And Canteen Management System	Set	1														
5.	Desktop Workstations With OS and Antivirus Software – for Monitoring of Attendance And Canteen Management System	No.	2														
6.	PC ,Smart Card Printer, Digital Camera, Signature Pad, Scanner, finger Print reader/Recorder, Lamination M/C	Set	1														
7.	If any other item Is required, that May be specified With quantity																

**PERFORMANCE BANK GUARANTEE (PBG) FORMAT
INSTRUCTIONS FOR PBG AND LIST OF BHEL BANKERS**

Compliance: Accepted to comply all the above points

Name: Company Seal

Signature of bidder with Date:

Bank Guarantee No. _____ Date _____
Banker Name _____ Bank Guarantee Value _____

Please affix Non-Judicial Stamp here
as per Stamp Act

BANK GUARANTEE

1. This deed of guarantee made this _____ day of _____ by

_____ (Bank's name, branch, place, address) (hereinafter referred to as 'the Bank') in favour of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi - 110049) through its Boiler Auxiliaries Plant located at Ranipet - 632406, (hereinafter called "the Company").

2. WHEREAS the Company has entered into a contract with M/s. _____ (hereinafter called "the said Contractor", which term includes "suppliers" for the purpose of this guarantee), for supply of equipments and/or services by the said Contractor vide Contract No. _____, dated _____.

3. WHEREAS under the terms and conditions of the said Contract between the Company and the said Contractor, the said Contractor is to furnish a performance Bank Guarantee for due performance of the equipment to be supplied under the said Contract and for the fulfillment of all the terms and conditions of the said Contract.

4. WHEREAS the said Contractor have requested the Bank to offer a Guarantee and at their request, WE the Bank have agreed to furnish such Guarantee to the said Contractor.

.....2

Sign & Seal of the Issuing Bank

Bank Guarantee No. _____ Date _____

Banker Name _____ Bank Guarantee Value _____

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5. NOW, THEREFORE, WE the Bank do hereby undertake to pay the Company an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Contract.

6. We, the Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said Contract or by the reason of the said Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

7. The Bank's liability under this Guarantee is absolute and unequivocal and we, the Bank, undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority and such payment under this guarantee shall not wait till the disputes, if any, have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority.

8. This Guarantee comes into force immediately and shall remain in full force and effect up to and including _____ (date) (including a claim period of 3 months after the date of completion of warranty period).

9. We, the Bank, further agree that, subject to Clause-8, the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Purchase Department of the Company certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.

.....3

Sign & Seal of the Issuing Bank

Bank Guarantee No. _____ Date _____

Banker Name _____ Bank Guarantee Value _____

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10. Unless a demand or claim under this Guarantee is made on the Bank in writing on or before the date specified under Clause-8 above, the Bank shall be discharged from the liability under this Guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank on or before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

11. For the purpose of Clause-10, any letter making claim or demand on the Bank by the Company lodged in person or dispatched by Registered Post or by Fax or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank on or before the date specified under Clause-8 above, shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said communication reaches the Bank.

12. We, the Bank, further agree that the Company shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by virtue of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of so relieving us.

13. This Guarantee shall not become void due to any change in the constitution of the said Bank or the said Contractor.

14. The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the said Contractor, but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said Company are settled irrespective of any liability or obligation of the said Contractor under the said Contract.

15. It shall not be necessary for the said Company to proceed against the said Contractor before proceeding against the guarantor bank and the Guarantee herein contained shall be enforceable against the said Bank notwithstanding any security, which the said Company may have obtained or obtain from the said Contractor.

.....4

Sign & Seal of the Issuing Bank.

Bank Guarantee No. _____ Date _____
Banker Name _____ Bank Guarantee Value _____

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16. Any claim or dispute arising under the terms of this document shall be subject to the jurisdiction of the Courts at Ranipet, Tamilnadu.

17. The said Bank declares that it has powers to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the powers granted to him by the proper authorities of the said Bank.

18. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the said Company in writing.

In witness whereof we _____ (name of the Bank) have hereunto set out Bank Seal the _____ day of _____ month _____ year.

SIGN & SEAL OF THE ISSUING BANK

Sign & Seal of the Issuing Bank



BHEL BAP RANIPET

INSTRUCTIONS FOR BANK GUARANTEE

- 1.1 Bank Guarantee shall be issued by any one of BHEL's Bankers or any Nationalized Bank. Please refer to List of BHEL's Bankers enclosed.
- 1.2 If it is not possible, then BG can be issued by a Scheduled Commercial Bank with the prior approval of BHEL.
- 1.3 BG from Co-operative Banks is not acceptable.
- 2.1 Pre-printed BG Form of BHEL only shall be used.
- 2.2 Only the relevant information like Supplier Name, BG Value, Contract No., Validity etc. shall be typed in the pre-printed form and executed by Bank.
- 2.3 Special adhesive stamp of the required value shall be affixed on the 1st Page of the Form.
- 2.4 If Special Adhesive stamps are not available, then applicable stamp duty shall be paid at the Bank / Agency nominated by the concerned State Government to collect stamp duty, who will affix their signature, date and seal in the first page of the BG Form clearly marking it as "SPECIAL ADHESIVE" & "STAMP DUTY".
- 2.5 Stamp Duty for the BG shall be at the rate as applicable in the State where the BG is executed.
- 2.6 Bank seal shall be affixed on the special adhesive stamp.
- 3.1 The executing officer of the Bank shall indicate his name, designation and power of attorney number / signing power number etc. on the BG.
- 3.2 Any correction / overwriting on the BG shall be duly authenticated under the Seal and signature of the executing officer of the Bank.
- 3.3 Each page of the BG shall be duly signed/initialed by the executing officer of the Bank and the last page is to be signed with full particulars under the seal of the Bank.
- 3.4 Fax number, e-mail Address, contact person, phone number and complete postal address shall be indicated in the covering letter of the BG from Bank.
- 4.1 The validity of the BG shall cover a period of 18 months (or such other period as per purchase Order, if otherwise specified) from the last date of dispatch as per Purchase Order or actual date of last dispatch under the Purchase Order, whichever is later.
- 4.2 The BG shall have a claim period of 3 months. If no separate claim period is indicated in the BG, then the validity shall be 18 months (or such other period as per Purchase Order, if otherwise specified) plus 3 months.

- 5.1 No clause of the BHEL BG Form shall be altered, deleted or new clauses added by the Issuing Bank under any circumstances. Bank Guarantees with altered/deleted/added clauses will not be accepted by BHEL under any circumstances.
- 5.2 If the Issuing bank wants to add any additional clauses, it shall be intimated to BHEL well in advance with exact text of clause, which shall be subject to approval by BHEL Law Department. Those clauses specifically accepted by BHEL Law Dept. can be added in the last page of the BG Form and excuted by Bank.
- 6.1 Bank Guarantee shall be forwarded by Issuing Bank directly to Accounts Officer/ Stores Bills, BHEL/BAP, Ranipet-632406.
- 6.2 If it is not directly forwarded to BHEL due to unavoidable circumstances, then the Issuing Bank shall send a letter directly to BHEL confirming the issue of the BG enclosing a photocopy of the Original BG.
- 6.3 The Bank Guarantee should not be routed through Bank along with other dispatch documents under any circumstances.
- 7.1 In case of any extension of a BG the same shall be executed on non-judicial stamp paper of the required value.
- 7.2 Only the due date and claim period shall be extended.
- 7.3 The extension should not result in alteration of any material facts of the BG.

Bank Guarantees executed as per the above instructions only shall be accepted at our end. Hence kindly ensure compliance with the above instructions for early processing of the bills and to avoid hold up of the bills.



**LIST OF BHEL'S BANKERS
FROM WHOM BANK
GUARANTEE IS TO BE OBTAINED**

Sl. No.	Name of the Bank
1.	State Bank of India
2.	ABN AMRO Bank N.V.
3.	Bank of Baroda
4.	Canara Bank
5.	CITI Bank N.A.
6.	Duestche Bank AG
7.	HDFC Bank Ltd.
8.	ICICI Bank Ltd.
9.	IDBI Bank Ltd.
10.	Punjab National Bank
11.	Standard Chartered Bank
12.	State Bank of Hyderabad
13.	State Bank of Travancore
14.	The Hongkong and Shanghai Banking Corporation Ltd.