

Bharat Heavy Electricals Limited HPEP Hyderabad

Request for Proposal

For

Establishment of Biometric Access
Control System on Financial lease
basis for a period of five years

Contents

1. Terms and Definitions:.....	4
2. Introduction:	4
3. Objective:	4
4. Modalities of contract:	5
5. Procedure for Submission & Opening of Bids:.....	5
6. Evaluation and Comparison of Bids:.....	5
7. Rejection of Tender and Other Conditions.....	7
8. Reverse Auction.....	7
9. Pre- Qualification Criteria	7
10. Public Procurement (Preference to Make in India) Clause:.....	9
11. Splitting Criteria:.....	10
12. Milestone, Deliverables & Delivery Timelines:	11
13. LD/Penalty Clause:.....	11
14. Scope of Work:	11
15. General Guidelines:	21
16. On-Site Warranty:.....	21
17. Preventive Maintenance:.....	22
18. Breakdown Maintenance:.....	23
19. Repairs/Replacement of Faulty components/Modules:	23
20. Test and measuring equipment/ tools:	23
21. Spares:.....	23
22. Manpower Support:	23
23. Training:	24
24. Standby for hardware:	24
25. Documentation:.....	24
26. Special Terms and Conditions:	25
27. Payment Terms:.....	27
28. Taxes & Duties:.....	28
29. Rates	29
30. Bank Charges	29
31. Earnest Money Deposit.....	29
32. Security Deposit.....	30
33. Non-Disclosure Agreement:	31
34. Agreement Signing:	31
35. Force Majeure	31
36. Safety Compliances & Others.....	31
37. Rights of BHEL.....	32
38. Contract labour accidents while at work:.....	33
39. Prohibition On Influencing and Interfering On Behalf of Contractor:.....	33
40. The BHEL Conciliation Scheme:.....	33
41. Fraud Prevention Policy:	33
42. Suspension Of Business Dealings With Suppliers/Contractors:.....	34
43. Statutory compliances to be ensured by Purchase Order issuing authority:.....	34
44. Safety And Disciplinary Action:	34
45. Compliance of statutory provisions:.....	35
46. Contractor Shall Ensure Following While Executing Contract:	35
47. Breach of contract, Remedies and Termination:	36
48. Settlement of Disputes and Arbitration Clause:	38
49. Shifting of Equipment from a Location to Other:.....	39
50. Terminal payment (applicable for lease option):.....	39
51. Sub-Contracting:.....	39

52. Cost of Bidding:	39
53. Deviations:.....	39
54. Termination of The Contract & Its Consequences	40
55. Special Clauses:	40
56. Pre-Bid Conference:.....	41
57. E-Waste disposal	41
58. Indemnity	42
59. Insurance	42
60. Patents & Trademarks	42
61. Acceptance of Purchase Order	42
62. Conflict of Interest among Bidders/ Agents.....	42
63. Contract Agreement	43
64. Payment Centre & Administration of Contract.....	43
65. Documents (Three sets) to be submitted for claiming Quarterly Charges.....	43
66. Checklist of Enclosures (for techno-commercial offer)	45
Annexure-I: Price Bid Format.....	46
Annexure-II: Technical Specification	47
Annexure-III Product Details & BOM.....	61
Annexure-IV: No Deviation Certificate	62
Annexure-V: Pre-Bid Query Format	63
Annexure-VI: Back to Back Support	64
Annexure-VII: Annual Turnover of Bidder	65
Annexure-VIII: Work experience details as per PQC.....	66
Annexure-IX: EMD Deposit Details.....	67
Annexure-X: Proforma of Bank Guarantee Instructions/Checklist for Vendors :.....	68
Annexure-A	70
Annexure-B	73
Annexure-XI: List of Consortium Banks	75
Annexure-XII: Bank Account Details for E-Payment	76
Annexure-XIII: Declaration by Vendor	78
Annexure-XIV: Mutual Non-Disclosure Agreement	79
Annexure-XV: Auditor's certificate for percentage of Local Content	84
Annexure-XVI: BHEL Terms & Conditions Health, Safety & Environment	86
Annexure-XVII: Integrity Pact.....	88
Annexure-XVIII: Contract Agreement.....	94
Annexure-XIX: Indemnity Bond.....	98
Annexure-XX: Conciliation Proceedings	99
Annexure-XXI: Tripartite Agreement.....	105
Annexure-XXII: Restrictions Under Rule 144 (XI) Of GFR 2017.....	124
Annexure-XXIII: Escalation Matrix.....	125
Annexure-XXIV: Experience Certificate of any Private Organization	126
Annexure-XXV: Conflict of Interest among Bidders/ Agents	127
Annexure-XXVI: Access-Control-rules	128
Annexure-XXVII: Centralized-Asset-Management-Application	130
Annexure-XXVIII: ACS_ARS_Location	131
Annexure-XXIX: Downtime Calculation	133
Annexure-XXX: POC Requirement	135
Annexure-XXXI: RA Guidelines	137

1. Terms and Definitions:

1.1 'Owner' - The Owner shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956/2013 with its registered office at BHEL House, Siri Fort, New Delhi-110049. The expression shall include its successors and assigns. It may also be referred to as BHEL.

1.2 'OEM' -The OEM means Original Equipment Manufacturer.

1.3 'Request for Proposal (RFP)' - Tender document containing the Specifications, scope, qualification criteria, terms & conditions etc. released by BHEL

1.4 'Bid' - The documents submitted in response to the RFP.

1.5 'Bidder' - The Bidder shall mean the Firm/Company/Organization registered under the Indian Statute governing the respective entity which quotes against the Tender Enquiry issued by the Owner.

1.6 'Successful Bidder' - The bidder who is qualified successful in the bidding process and is given the award of Work.

1.7 'Vendor' - Implementation Partner / System Integrator bidding for the complete scope of this RFP.

1.8 'Units/Regions/Sites'- BHEL HPEP Hyderabad.

1.9 'Specification' - The Specification shall mean the specifications contained in the RFP Documents and Annexure, Schedule etc. attached thereto, if any, and includes any subsequent modifications thereof.

1.10 'Approved' - The Approved means approved in writing.

1.11 'Month / Week' - The Month shall mean calendar month & Week shall mean 7 days.

1.12 'Commissioning Date' - Date mentioned in the commissioning certificate issued by the owner.

2. Introduction:

BHEL is the largest engineering and manufacturing enterprise in India in the energy- related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 16 manufacturing divisions, 4 Power Sector regional centers, over 100 project sites, 8 service centers and 15 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

3. Objective:

The primary objective of this project is to design, supply, install, commission, and maintain a centralized, reliable, and high-performance Access control and Attendance Recording System at BHEL HPEP Hyderabad, on a Financial Lease Basis for a period of Five Years.

The OEM/System Integrator shall be responsible for delivering a fully integrated solution where all supplied hardware and software components work together flawlessly. The bidder shall ensure that the system operates with maximum reliability, minimal downtime throughout the contract period. All connectivity and network integration required for enabling centralized access control services will be ensured within BHEL's LAN infrastructure. The bidder shall design the system to meet all technical specifications and operational expectations laid out in this tender.

4. Modalities of contract:

4.1 The contract shall be for a period of 5 years from the date of Lease Commencement Date ("Lease Commencement Date" means the date of final acceptance/Go-Live of the complete system by BHEL. The lease period shall be five (5) years from the Lease Commencement Date).

"Finance Lease with transfer of ownership at the end of the lease period against terminal payment of Rs 1/- per order. Upon receipt of all lease rentals and payment of terminal value of Rs 1/- per Order, ownership of all equipment shall transfer to BHEL without any further payment or encumbrance."

4.2 Payment for orders shall be made by the BHEL Hyderabad at actual and pro-rata basis.

5. Procedure for Submission & Opening of Bids:

Bids shall be submitted as per NIT schedule.

The techno commercial bid consists of bounded volume of:

5.1 Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment. BHEL reserves the right to accept or reject the technical offer.

5.2 Pre-qualification /Eligibility Criteria with supporting document.

5.3 All the annexures in the tender duly filled and signed & stamped by the competent authority/ authorized signatory. Ensure that the unpriced bid do not contain any prices. The unpriced bid (Annexure-I) for lease to be submitted with the word "quoted" in each row.

5.4 A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Successful bidder will submit the price breakup as per Annexure-I before award of work. Prices shall be quoted in Indian Rupees only. Any changes in Applicable GST rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other incidental charges such as taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL and should be included in the basic prices. Prices should be for destination.

Price Bid should not contain any technical details and/or commercial terms & conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s). Price Bid format is enclosed as Annexure-I.

6. Evaluation and Comparison of Bids:

6.1 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.

6.2 RA shall be proceeded as per NIT. All the terms and conditions of the RA shall be as per NIT.

6.3 BHEL will evaluate and compare the bids. The bidding evaluation is based on L1 criteria i.e. total cost to BHEL. Further the tender is NOT divisible. As the scope of the contract involves the procurement of a unified solution, the solution is not divisible. The evaluation of bids shall be done in 2 stages.

Stage-I: Evaluation of Technical & Commercial Bids:

Only those Bidders who adhere to the BHEL's technical and commercial requirements shall be considered for Stage-II evaluation.

Commercial and Technical bid of the Bidder shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidders should meet the commercial conditions as defined in the bidding documents and NIT.

BHEL then evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of

the bid, BHEL may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, Lab Test Reports, references, visit to supplier's lab or their clients reference site, etc.

For the technically qualified bidders, Proof Of Concept (POC) of any or all the quoted items, the bidder needs to provide demo or proof of concept, as per Annexure-XXX, (without any cost to BHEL) at BHEL Hyderabad, within 7 working days from the date of intimation by BHEL (Excluding Saturday, Sunday & GH) through email. BHEL reserves the right to reject the bid in case the quoted product/solution does not meet the requirement as per BHEL specifications. Demo of the quoted products are to be arranged within the specified time only. If the bidder fails to provide the demo of the desired item/items amongst the quoted items in given time, then the respective bid shall not be considered for technical evaluation. BHEL Reserves the right to get the OEM claimed specifications verified by Central Government Agency or Govt Accredited labs.

Stage –II: Financial Bid Evaluation & Comparison:

6.3.1 The evaluation of financial bids shall be based on the delivered cost, which refers to the total cost to BHEL.

6.3.2 Bidders shall submit the bid for Finance Lease in the Techno-Commercial bid.

7. Rejection of Tender and Other Conditions

7.1 BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.

7.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

7.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with 'NIT'. The decision of BHEL will be final in this regard.

7.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

7.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

7.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

7.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

7.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

7.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. The tenderer is solely responsible to BHEL for the work awarded to him.

7.10 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

7.11 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

7.12 During technical evaluation, bidders to provide demonstration of a proof of concept or solution of their offered solution. BHEL reserves the right to reject the bid in case the offered solution fails to meet the technical and feature requirements as per Annexure-II.

8. **Reverse Auction**

Reverse Auction shall be conducted as per BHEL's extant Reverse Auction Guidelines (**Annexure-XXXI**) and evaluated on overall L1 basis. Any post-RA price negotiation, if required, shall be undertaken only as per the extant BHEL policy and with approval of the competent authority.

9. **Pre- Qualification Criteria**

SL No	Description
9.1	Bid Qualification Criteria:
	The detailed bid qualification criteria for shortlisting vendors for the subject procurement shall be as follows:
9.1.1	Technical Criteria
9.1.1.1	Technical Capability:
	Bidders shall be either OEMs or System Integrators of OEMs. Bidders other than OEMs must obtain and submit authorization letter from OEM specifically for this tender only mentioning BHEL's tender reference number.–
	Registered Company The bidder should be a registered company in India under Indian Companies Act 1956 /2013. <u>Document to be Submitted:</u> Certificate of incorporation document to be submitted
	Manufacturers Authorization Form The bidder shall be Original Equipment Manufacturer (OEM) / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or System Integrator (SI) of OEMs. Bidders other than OEMs must obtain and submit authorization letter from OEM specifically for this tender mentioning BHEL's tender reference number

	<u>Document to be Submitted:</u> Documentary evidence for OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator. - Authorization letter from OEM, in case bidder is not OEM
9.1.1.2	Similar work experience:
	The Bidder shall have experience of having successfully completed similar works or satisfactorily executed similar works for minimum one-year period in a running project, during last 7 years, ending on last day of the month previous to the one in which tender is invited in any one of the following (including GST). The Purchase Order of the project should be in the name of the bidder. The order copies of above-mentioned projects & performance certificate along with the offer is to be submitted as per Annexure-VIII. If required BHEL may verify the genuineness of documents from the respective customer. Note: In instances where a bidder is awarded multiple Purchase Orders under the same tender from a single customer across various locations, these orders may be consolidated into a single order. Definition of Similar Work/s: Similar works shall be defined as: Supply, installation, testing, commissioning and maintenance of Biometric based Access Control System containing face/finger-print reader, card reader, turnstile (including server hardware, networking, UPS) covering a minimum of: The bidder shall be required to submit Purchase Order and performance certificate. The value of the works completed should be as follows:
	i. One similar work of value not less than INR 4.00 Crore OR ii. Two similar work of individual value not less than INR 2.5 Crore OR iii. Three similar work of individual value not less than INR 2.0 Crore
9.1.2	Average Annual Financial turnover of the firm for last 3 Financial years up-to 31st March 2026 must be at least Rs. 5.5 Crores. Following Documentary proof must be submitted as proof of Average Annual Turnover: Audited balance sheet and Profit & Loss Statements or a certificate from CA confirming the same
9.1.3	The net worth of the bidder firm should not be negative as on 31st March 2026. Bidder to submit certificate from CA confirming the same.
9.1.4	<u>Statutory Requirements:</u> Details like P.F. Account No., PAN No. allotted by the concerned authority, documents like GSTIN etc. are all to be furnished along with offer. In case any of the above statutory provisions are not applicable, the same shall be supported by certificates / documents.
9.1.5	OEM of Biometric Readers and other hardware shall have Technical Assistance / Service Centers in India. Details of the same shall be furnished as part of PQR.
9.1.6	Insolvency: a) If "Insolvency Resolution Process" has been initiated against the bidder and is pending, or the bidder is under insolvency, the bidder shall not be eligible to bid for this tender. b) Even during the processing period of tender till declaration of L1 if "Insolvency

	<i>Resolution Process</i> ” is initiated against the bidder, or where the liquidation commencement date has occurred or a liquidation order has been passed or liquidation has been initiated in relation to the bidder, such bidder shall be disqualified from the process and BHEL will proceed further with tendering process without considering such bids. <i>The bidder should provide an undertaking on its letter head to this effect signed by its authorised signatory.</i>
9.1.7	The OEM of the Biometric Reader should be ISO 9001 & ISO 27001 certified. Bidder to submit the relevant certificates in this regard.

Note:

I. In view of the critical security and operational nature of the Biometric Access Control and Attendance Recording System, no relaxation in the prescribed prior turnover and prior experience criteria shall be provided to any bidder, including MSEs/Startups.

II. Manufacturer’s Authorization Form & Back to Back Guarantee (Annexure-VI) shall be submitted for all items (as the case may be) except items mentioned in outright purchase head of BOQ.

III. Bifurcation of lease amount for all lease items as “Principle amount, Interest amount and maintenance amount) shall be submitted by successful bidder/contractor immediately after reverse auction/before submission of first bill.

IV. BHEL reserves the right to visit bidder’s facilities like registered office, Service / Support Centres, etc. or talk to customers/clients to ascertain the capability of the bidder or the veracity of the testimonies at any time during evaluation of the bid.

V. For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.

VI. Insolvency:

a) If “Insolvency Resolution Process” has been initiated against the bidder and is pending, or the bidder is under insolvency, the bidder shall not be eligible to bid for this tender.

b) Even during the processing period of tender till declaration of L1 if “Insolvency Resolution Process” is initiated against the bidder, or where the liquidation commencement date has occurred or a liquidation order has been passed or liquidation has been initiated in relation to the bidder, such bidder shall be disqualified from the process and BHEL will proceed further with tendering process without considering such bids.

The bidder should provide an undertaking on its letter head to this effect signed by its authorised signatory.

VII. In case of any discrepancy, the decision of BHEL is final.

10. Public Procurement (Preference to Make in India) Clause:

“For this procurement, Public Procurement (Preference to Make in India), latest applicable DPIIT order and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.”

Format for declaring the local content is enclosed (Annexure XV). Format of Independent Statutory auditor’s

certificate for percentage of Local Content for availing “make in India” preference to be issued on the letter head of the Audit Firm. Bidder may refer the MEITY website (www.meity.gov.in) for definition of local supplier and percentage of local content.

10.1 Preference to Make in India products (For bids < 200 Crore):

For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time. Proforma for self-certification for minimum local content and auditors certification is given in Annexure XV.

10.2 Purchase preference to Micro and Small Enterprises (MSEs):

All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents.

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents.

MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) and subsequent amendments & clarifications, if any. Documents NSIC/UDYAM Certificate submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.

BHEL HPEP is registered with TReDS (RXIL , M1XCHANGE , InvoiceMart) platform. MSME bidders are requested to get registered with TReDS(RXIL / M1XCHANGE / nvoiceMart/ exchanges added from time to time) platform to avail the facility as per the GOI guidelines.

MSE Purchase Preference: Applicable as per Govt guidelines.

11. Splitting Criteria:

Contract is indivisible. Entire tendered quantity shall be awarded to lowest bidder. While still applying all mandatory statutory purchase preferences as applicable.

12. Milestone, Deliverables & Delivery Timelines:

Milestone	Deliverable	Timelines Start	Timelines End
M1	PAT at Admin Building a. Supply and installation, Commissioning b. Performance Acceptance Test (PAT) – Post commissioning	D	D + 135 Days
M2	Go Live in entire Factory & Remote locations a. Supply and installation b. Commissioning Commissioning certificate by the owner		M1+60 Days
M3	Warranty & Support	P	P + 5 years

D – Purchase Order issuance date to the successful bidder

P – Final acceptance/Go-Live of the complete system by BHEL

13. LD/Penalty Clause:

13.1 It is clearly understood among the parties to the contract that Time is the essence of the contract. Therefore, the Supply, installation and commissioning of the goods specified in the purchase order should be made within the time prescribed as per Clause 12 (M1). Where the bidder completes supply, installation and commissioning beyond the schedule specified in Clause 12 (M1): Supply, Installation & Commissioning schedule, the purchaser will have no obligation to accept the goods. If accepted, LD/Penalty at the rate of 0.5% per week of the value of goods delayed, subject to a maximum of 10% of the order value will be levied.

13.2 This LD/Penalty will be deducted from the first quarter charges. In case the amount to be deducted is more than the first quarter charges, the same will be adjusted from the subsequent quarters.

13.3 In case LD/Penalty becomes recoverable, the applicable GST shall also be recovered from the bidder.

14. Scope of Work:

14.1 The Scope of the work is to provide a Turnkey Solution that includes but not limited to Supply, installation, testing, commissioning, training and integration of all the hardware, software and accessories/equipment etc. required for the successful completion of the Biometric Access Control System. This also includes all IT network, civil & electrical related works required for the project.

14.1.1 The Bidder shall specify item wise compliance as per Technical Specification (**Annexure-II**) in line with the desired requirements.

14.1.2 The Contractor shall submit the proposed plan to execute the entire project before start of work. Contractor shall constitute a project implementation team headed by the project manager. This

team will work with BHEL team to formulate the project implementation plan. This plan shall be ready before the product delivery for faster execution of the project.

14.1.3 The contractor shall keep all equipment intact in BHEL premises without any change in place of installation during the contract period along with the lease period and if any change required then contractor must obtain permission from BHEL.

14.1.4 All Biometric Readers will be connected to BHEL communication network at the edge switch level.

14.1.5 At all gates, network connectivity from reader to switch to be terminated in patch panel in network rack side. Connectivity from patch panel to switch should be through Cat6 patch cables.

14.1.6 All required hardware and software for the system shall be supplied, installed and commissioned by the contractor. It includes but not limited to

- a. Maintenance of Biometric Readers with Power supply adopter, Connectivity, laying of UTP cables from edge level switches.
- b. Maintenance of storage & Servers (if any).

14.1.7 Supply of Electrical & UTP Cables, Connectors and other accessories required will be contractor's responsibility and both network cable and electrical cable laying will be in the contractor's scope. These accessories shall be of reputed brand (ISI mark & ISO Certified wherever applicable as per safety & security guidelines). The contractor has to comply the specification for structured cabling.

14.1.8 Laying of all the power/network cables for Biometrics system shall be through suitable size PVC conduit indoor as well as outdoor.

14.1.9 The power and network cables should be completely concealed and not available for access to users.

14.1.10 BHEL shall provide point for power supply of 230V AC + 10% & nearest switch port for network connectivity. The Bidder shall lay Power and Network cable (UTP), in different lengths as required, using suitable clamps & in suitable conduits (PVC or GI pipes) wherever required.

14.1.11 Movement inside factory, including lifting to requisite floor is responsibility of Contractor.

14.1.12 Supply, installation & configuration of all other necessary hardware, software & manpower that are not explicitly mentioned in the tender but are required to full-fill the intended specifications and to make the total system successfully operational shall be in the scope of contractor without any extra cost to BHEL.

14.1.13 Complete documentation of the system (both hardware and software) should be provided by contractor before start of lease period.

14.1.14 Contractor to maintain confidentiality of data and services being provided by BHEL.

14.1.15 Contractor shall take necessary precautions to ensure that there is no damage to existing facilities in any form. Cost of damage, if any by action of contractor will be debited to him.

14.1.16 Contractor shall provide seamless connectivity for additional Biometric Readers on need basis for future expansion. Contractor shall furnish the weekly/monthly/quarterly uptime/downtime reports from their database for all equipment/services.

14.1.17 Comprehensive maintenance for entire lease period after the successful commissioning of all the equipment. Any tools required for maintenance of all the equipment to be provided by contractor.

14.1.18 Contractor shall submit escalation matrix with complete contact details to BHEL up to L3 level. Any update in matrix shall be updated to BHEL from time to time. Post Go-Live, Contractor shall assign a dedicated account manager for the project to BHEL. A quarterly meeting or as and when required by BHEL, shall be planned for discussion on performance and issues.

14.2 HARDWARE:

The Contractor shall Supply, Install, Integrate, commission and carry out necessary tests of all the hardware items as mentioned in Hardware BoM (**Annexure-III**) and as per technical specifications (**Annexure-II**) & requirements of this tender. These items are to be supplied/installed at BHEL RCPuram Unit as per work order.

14.2.1 Enrolment Unit (Annexure-II): Enrolment Unit (to be set up as per BoM) shall be used for various administrative function like creating / deleting system operators and managing their profiles, hardware management, smart card programming / preparation, capture template for all types of

14.2.2 readers, card enrollment, card/user modification, system configurations, photo badging & smart card printing, system archiving etc.

- a) Enrollment unit shall be set up as per technical specifications (**Annexure-II**) and shall include all the relevant software necessary for smooth functioning of entire unit
- b) Contractor should maintain sufficient number of cartridges to prepare Smart Cards as mentioned in the tender scope for the entire lease period.
- c) The system should not allow duplicate registration of users and should be capable of recalling the saved details of already registered users based on face recognition

14.2.3 Facial Recognition Devices (As per Annexure-II): High End Facial Sensor Recognition Device for Access Control & Attendance Recording

- a) Reader shall be manufactured using the latest and most accurate state of the art biometric technology like Auto Face detection, Fake Face Detection, Auto Push, real time face recognition, multi-threading and shall support high speed processing
- b) It should be capable of authenticating users of different heights. It must be capable of detecting and authenticating the face either through device capability or inbuilt LED light in extreme dark/ daylight environment
- c) System should be intelligent enough to accept only live faces and prevent security breach by a face in a recorded video, live stream, a photograph or any other means

- d) The readers should function in 100% offline mode without dependency on network both at the gates and work places. The biometric validation should be done within the reader in 100% offline mode
- e) Monthly test of face-reader should be done by contractor, including battery capacity check by disconnecting the main power line. If the battery backup is not as per the technical specifications, battery is to be replaced by contractor without any extra cost to BHEL.
- f) **Mounting:** The readers to be mounted on SS Pedestal/ MS pole (stand) / wall for ease of operation and accessibility as per BHEL requirement without any extra cost
- g) There shall be provisions for transferring the data from reader through network in such rare case that administration deems it fit to get the transaction data

14.2.4 Turnstile:

- a) The turnstile (**Annexure-II**) should be compatible with readers and should get unlocked after successful validation. In all other situations/conditions, the turnstile should be in locked position only. In case of emergency, turnstiles should have provision to keep them in unlocked position.

14.3 SOFTWARE / APPLICATIONS (Annexure-XXVII):

14.3.1 ACCESS CONTROL SYSTEM:

14.3.1.1 The software shall be used for access management of the following categories of personnel:

- a) Employees
- b) Contract Labour
- c) Apprentice Trainee
- d) Vendor
- e) Service Provider

14.3.1.2 The software shall store the biometrics details of all registered users in the device itself and use the same for validating entry / exit of any person into the premises. That is to say, the software shall be integrated with the Face Reader installed at the location and validate any face access attempt through its database of registered users.

14.3.1.3 The software shall integrate with the Face Reader hardware at the location and be capable of fetching data of entry / exit of any person using the same.

14.3.1.4 The system shall capture all successful / failed attempts of entry / exit of any person using the same. The system shall not fail to capture any access attempt. There shall not be any case of missing swipe by the system.

14.3.1.5 The Contractor shall be responsible for complete integration of the deployed Software / Platform with all the hardware deployed under this scope of work. The solution provided shall include an integrated end-to-end service of hardware devices, software solution and network architecture to support the same

- 14.3.1.6 The software to provide the option to restrict entries in real time to inactive/ terminated/ retired/ suspended or any other user (as per BHEL requirement) on the attendance readers as well as access control readers.
- 14.3.1.7 For the special key code operations i.e. 01 to XX (wherever applicable), the reader should validate whether the employee has permission to avail that particular special movement (Entry/Exit) at that moment and accordingly accept or reject the request
- 14.3.1.8 The system shall provide access to swipe records (success & failed access attempts) to BHEL for further processing.
- 14.3.1.9 The software shall be configured as per business rules (**Annexure-XXVI**). Swipe data interface API to be provided by Contractor for various requirements like payroll processing etc.
- 14.3.1.10 Any modification/customisation to the existing software to be carried out by contractor without any additional cost implication to BHEL during the entire lease period.

14.3.2 BIOMETRIC ACCESS CONTROL AND ATTENDANCE RECORDING SYSTEM (BHEL scope)

14.3.2.1 The software shall be used for attendance management of all users. The software shall process the swipes (access attempts) captured at gates and workplaces and mark attendance (present/absent) of all users. The software shall have all other processes required to regularize attendance as per business rules.

14.4 MANPOWER:

All deployed manpower should be the direct employees of the contractor. BHEL reserves the right to interview the proposed manpower and if not found suitable, the candidature may be rejected by BHEL.

14.4.1 Manpower during Implementation

The contractor shall complete Installation and configuration of the solution at BHEL as per scope of work within stipulated time as per project timelines. The contractor shall deploy adequate manpower with required skill sets for timely completion of activities.

14.4.2 Post implementation Manpower

Once the solution is implemented and accepted by BHEL, manpower to be provided as per the details mentioned below:

14.4.2.1 Site in-charge- 01 no

One person with relevant expertise as mentioned below shall be deployed for management of hardware for entire contract period along with lease period.

Sl. No.	Resource	Relevant qualification and experience	Proof
	Site in-charge (01 No.)	Site in-charge should have a minimum qualification of a Bachelor degree in the field of Computers /Electronics/Electricals.	Contractor must submit following documents of the proposed manpower for this project: CVs duly certified by authorized signatory Qualification certificate

		☐ To have minimum experience of 3 years in maintaining biometric devices.	☐ Experience certificate from the respective employer(s)
--	--	--	---

Responsibilities of Site in-charge:

Configuration & control of all hardware devices, during the entire contract period along with the lease period, installed in BHEL Unit related to the biometric project. Scheduled maintenance (monthly basis) to be planned so as to ensure 24X7 availability of the system. Maintain breakdown records for the hardware devices. Monitoring the central device control application for breakdowns and taking corrective action. Enrolment of a new user & card printing for the users. Enrolment template upload to all the readers & data download from the readers, as per the requirement. Attend user complaints and timely resolution of the complaints. Submission of maintenance & availability reports to BHEL.

14.4.2.2 Software Engineers- 02 nos

02 persons with relevant expertise as mentioned below shall be deployed for management of software/applications for entire contract period along with lease period.

S No	Resource	Relevant qualification and experience	Proof
1	Software Engineer (2 No.)	☐ Software engineer should have a minimum qualification of BE/ B.Tech / MCA ☐ To have minimum experience of 2 years in the programming of the platform, database used by the contractor in the development of software applications.	Contractor must submit following documents of the proposed manpower for this project: ☐ CVs duly certified by authorized signatory ☐ Qualification certificate ☐ Experience certificate from the respective employer(s)

Responsibilities of Software Engineer:

Maintenance personnel viz. Software Engineers shall be stationed at BHEL office during the entire contract period along with the lease period, for upkeep, maintenance, development, modifications and integration of the software /applications implemented as per Technical Specifications.

14.4.2.3 Hardware Engineers- atleast 4 nos

Atleast 4 persons with relevant expertise as mentioned below shall be deployed for management of hardware for entire contract period along with lease period.

S.No	Resource	Relevant qualification and experience	Proof
1	Hardware Engineer (minimum 04 No.)	☐ Hardware engineer should have a minimum qualification of ITI (Electronic Mechanic, Instrument Mechanic, Electrician) / Diploma (Electronics/Electricals).	Contractor must submit following documents of the proposed manpower for this project: ☐ CVs duly certified by authorized signatory ☐ Qualification certificate

		☐ To have minimum experience of 2 years in maintaining biometric devices.	☐ Experience certificate from the respective employer(s)
--	--	---	--

Responsibilities of Hardware Engineer:

Installation & maintenance of all hardware devices, during the entire lease period, installed in BHEL Unit related to the biometric project. Scheduled maintenance (monthly basis) so as to ensure 24X7 availability of the system. Attend user complaints and timely resolution of the complaints.

14.5 BUSINESS CONTINUITY PLAN (BCP)

Documented Business Continuity Plan (BCP) should be in place and BCP testing to be carried out as per BHEL ISMS BCP Policy. All the necessary resources, software, program, etc. required to carry out the Business Continuity Plan shall be included in the scope of supply.

14.6 TRAINING

14.6.1 Training to be provided by the contractor to user department on the overall workflow of the developed application and backend administration at no extra cost as per BHEL requirement.

14.6.2 Contractor shall be responsible for training to all administrators, users and other stakeholders. Trainings would be role specific covering all aspects.

14.6.3 Administrator Training to cover, among other things:

- a) Use of software.
- b) Master data maintenance / use as per requirement.
- c) Back-end and front-end maintenance and modification requirement.
- d) Database maintenance requirement.

14.6.4 Additionally, all users shall be trained with the use of software through their own logins and access.

14.6.5 The successful contractor will prepare detailed User Guide and SOPs for using and operating the software system and same to be submitted to BHEL.

14.7 LEASE PERIOD MAINTENANCE:

Maintenance shall cover the following:

- a) Maintenance service shall cover services, spares, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the entire contract period along with lease period.
- b) Periodic maintenance check should be carried out to keep the equipment in good working conditions. Maintenance will include all plastic and/or rubber parts, UPS, batteries etc
- c) Repair / Replacement of faulty / defective equipment and other supplied items inclusive of all types of spare parts etc. The contractor should provide 24x7 support for the equipment. Any

component/equipment failed shall be replaced/replenished within 4 hours on all days of the week.

- d) The contractor shall maintain required spares, at least 5% of each equipment like Biometric Devices, Card Printers, Turnstiles, Batteries, Cables, and Connectors etc. to maintain the specified uptime.
- e) Installation / Re-Installation / Configuration of System software and other supplied software. All System Patches, Upgrades, Service Packs, etc. of the OS and all other Software supplied by the OEM must be installed and updated free of cost during entire contract period along with lease period
- f) Additions/Improvements/Changes in the software due to changes in existing Business Rules, to be done free of cost during entire contract period along with lease period**
- g) Any additional requirements to be supplied at the same rate during the entire contract period along with lease period.

14.8 SHIFTING OF READERS TO NEW LOCATION / SHIFTING OF TURNSTILE ALONG WITH READER TO NEW LOCATION

Aforesaid shifting means shifting of readers/ turnstile along with reader within BHEL campus where it was originally installed. The entire requisite works like dismantling of equipment and installation at the new location shall be the responsibility of the Contractor.

Installation of equipment at new location will be on mutually agreed time and time taken beyond that period will be treated as downtime.

Shifting of equipment from one location to another within the same BHEL campus shall be done without any extra cost to BHEL.

14.9 IT Network, CIVIL & ELECTRICAL WORK (INDICATIVE BUT NOT LIMITED TO):

- a) BHEL shall provide main electrical supply source and network switch nearest to the location of installation for laying power & network cables to the readers/turnstiles.
- b) The Contractor shall provide all labour, materials, equipment, and services necessary to complete the civil groundwork and mechanical installation required for functional security turnstiles at the designated gates.
- c) Civil and Trenching Infrastructure:
 - ☐ Trenching: Excavate trenches of adequate depth and width between power/network distribution points and the gate turnstiles.
 - ☐ Trench Enclosure: Construct or install structured trench walls (such as concrete or pre-cast cable troughs) to prevent soil collapse.
 - ☐ Containment: Supply and lay appropriate underground conduits or ducting within the trenches to house network and power cables separately.
 - ☐ Removable Covers: Supply and install heavy-duty, removable trench covers or grating to allow easy access for ongoing maintenance.

- ☐ Surface Alignment: Ensure trench covers sit flush with the surrounding ground surface to prevent trip hazards and maintain traffic flow.
- ☐ Routing: Ensure all trenching paths avoid existing underground utilities and comply with construction and safety standards.
- d) The infrastructure required to connect the readers / other equipment with the network infrastructure via the network room or nearest available points through cable (concealed) / router shall be in the scope of the contractor's responsibility.
- e) The total length of network cable required, based on actual work done in existing system, is estimated to be approximately 12km.
- f) The total length of power cable required, based on actual work done in existing system, is estimated to be approximately 6.2km.
- g) Ferruling /labelling of cables /wires/passive networking for easy identification, Supply of all cable laying accessories including MS conduits, PVC pipes, supporting structures, clamps, identification tags, ferules etc. required for laying of cables shall be within the scope of contractor.
- h) Any civil work required for delivering the proposed solution as per the required specifications and service levels shall be within the scope of contractor.
- i) Civil works such as chipping/ cutting of floors for making grooves, making holes/opening through walls, ceilings or floors, drilling of holes through steel structures and frames, grouting of frames, hooks on walls/ceiling etc. required for execution of work. After erection, surface shall be made good by plastering/painting to their original shape & finish.
- j) The contractor shall be required to assess the locations for the best suited solution for network coverage at the expected locations and make provisions accordingly. The contractor shall be responsible for designing the network architecture solution proposed to be implemented at the locations and get the same approved by respective BHEL unit before deployment.
- k) Coordinating with the third-party network provider currently providing network services in the corporation. Any required customization / tapping/ cabling work (concealed) required to enable usage of existing network shall be in the scope of the contractor's responsibility.

14.10 PARALLEL RUN:

- a) BHEL will facilitate contractor to understand the existing system and to configure the new system so as to ensure smooth transition
- b) The existing Biometric System equipment as available in BHEL & new touchless Biometric System equipment will be used simultaneously for period of two months
- c) During this period swipes will be captured in both of the systems at selected locations
- d) The punch-data captured in the new biometric system has to be moved to the Tables of existing Biometric System using either DB trigger / batch processing
- e) The attendance processing can be done as usual from existing Biometric System during the parallel run
- f) The existing Biometric System will be phased out subsequently

14.11 POST IMPLEMENTATION ACTIVITIES BY CONTRACTOR:

- a) Contractor will carry out maintenance and service support of deployed solution during lease period
- b) Contractor shall adhere to downtime as mentioned in this Tender.
- c) Contractor to support in ticket resolution and technical assistance/discussion wherever required for issues reported by BHEL for issues in hardware problems. Contractor shall troubleshoot and resolve the issues reported by BHEL.
- d) Contractor must provide and install software upgrades, updates, software enhancements during this period at no extra cost to BHEL within two (2) weeks from the date of release.
- e) Contractor must install any critical security patch with prior approval from BHEL on urgent basis with proper implementation and rollback plan.
- f) Contractor shall update user manuals for any changes in the solution on a regular basis.
- g) Contractor shall provide training on changes in deployed solution to designated members of BHEL team.
- h) Escalation matrix with contact details for resolution of issues in the solution shall be provided by the Contractor. The same may be updated and communicated to BHEL as and when any change occurs in the matrix. In case of any escalated issue which cannot be sorted out through correspondence, on-site support of the expert shall be provided at no extra cost to BHEL.
- i) BHEL may conduct, if necessary, Vulnerability Assessment & Network Penetration Testing on the system and observations will be shared with the Contractor in a periodic manner. The Contractor shall mitigate vulnerabilities within specified time as decided by the BHEL IT team.
- j) Contractor shall be responsible for both planned and unplanned shutdowns. In case of a planned shutdown preferably in off hours, Contractor needs to get approval from BHEL team and convey well in advance of the system downtime. The downtime window will be conveyed by Contractor and scheduled maintenance will be carried out during that time period only. Contractor will up the system, with business as usual conditions, within the downtime window. Contractor shall ensure availability of OEM support during scheduled downtime including off hours.
- k) The arrangement for substitution for hardware engineer on leave or training should also be made.
- l) The Contractor will arrange suitable hardware engineer in case their deployed hardware engineer is not available for more than 2 working days. If the Contractor fails to deploy the hardware engineer within allotted timeframe then the Contractor will be liable to pay the penalty as per SLA clause until the time suitable replacement arranged
- m) If the service of deployed hardware engineer is not as per the norms and BHEL feels that the work of deployed hardware engineer is not satisfactory then the Contractor will replace the hardware engineer within seven days with written confirmation to the concerned Department.

14.12 COMPLAINT REDRESSAL SYSTEM

To maintain the Service Level Agreement (SLA) & downtime calculation, BHEL shall develop an online system for registration, monitoring and redressal of all complaints during the lease period.

The system shall cover:

- a) Complaint logging directly by User through an on-line system (complaint tracking system)
- b) The system to indicate non-functioning of the equipment viz. Biometric Reader, Turnstile etc
- c) The system to give time taken for rectification of the equipment along with reason for failure
- d) The uptime will be certified by concerned authorities.

15. General Guidelines:

15.1 The Biometric Access Control and Attendance Recording System its associated components shall conform to international standards for equipment housing and enclosures. All racks and cabinets must be adequately protected against the entry of rodents, insects, and lizards to ensure safe and uninterrupted operation.

15.2 The supplied Biometric Access Control and Attendance Recording System, including both hardware and software, must be of the latest version and state-of-the-art technology. The system shall be capable of future scalability and upgrades, allowing for the integration of advanced features with minimal hardware or software modifications.

16. On-Site Warranty:

“Biometric Access Control and Attendance Recording System” including all hardware and software, supplied, installed, and commissioned by the successful Bidder at various gate and workplaces of HPEP BHEL Hyderabad, shall be warranted to deliver specified performance for five years from the date of final acceptance/Go-Live of the complete system by BHEL.

This warranty remains valid post-inspection and acceptance. The bidder’s engineers, skilled in troubleshooting and system maintenance, shall be available throughout the five-year warranty period as required by BHEL. The following conditions apply:

16.1 The bidder shall use their own tools, spares, manpower, communication facilities, hardware, software, and materials to rectify any issues during the warranty period at no additional cost to BHEL.

16.2 Comprehensive maintenance of the Biometric Access Control and Attendance Recording System and associated systems at At various BHEL locations shall be provided, including free provision of OEM-approved spare parts and replacement of defective hardware as needed.

16.3 The bidder shall ensure hardware and software support, including OEM subscriptions, upgrades, firmware updates, and patches, for the entire solution throughout the five-year contract period.

16.4 All software licenses shall be registered in the name of Bharat Heavy Electricals Limited (BHEL), enabling BHEL to directly log support calls with the OEM.

16.5 During the warranty period, the bidder shall provide free maintenance of hardware, system software, and peripherals, including software/firmware upgrades, virus removal, bug fixes, and patches.

16.6 If the Biometric Access Control and Attendance Recording System or any subsystem fails three or more times within three months due to chronic design, manufacturing, or quality issues, the bidder shall replace the affected system at their cost within 30 days.

16.7 The bidder shall maintain sufficient OEM-approved spares in India to ensure effective on-site maintenance services during the warranty period.

16.8 If the Biometric Access Control and Attendance Recording System is relocated to another BHEL site (once) as per BHEL’s requirements, the comprehensive on-site warranty shall extend to the new location.

16.9 Comprehensive on-site maintenance services shall include repair/replacement of all hardware components, modules, assemblies, and spares, as well as software upgrades and preventive maintenance, to ensure the system’s functionality throughout the five-year contract at no extra cost to BHEL.

16.10 The bidder shall address and resolve any vulnerabilities in the supplied equipment identified by

penetration testing agencies or government bodies (e.g., Cert-In) promptly.

16.11 The bidder shall attend unlimited breakdown maintenance calls as required by at various BHEL locations.

16.12 The bidder shall implement all OEM-released software updates, patches, bug fixes, and additional features for the Biometric Access Control and Attendance Recording System at no extra cost. A back-to-back agreement with the OEM, covering all components listed in Annexure-III (Product Details), shall be maintained to ensure system upkeep.

16.13 The bidder shall ensure that only experienced and skilled professionals configure and install the Biometric Access Control and Attendance Recording System at the DTG Department, HPEP BHEL Hyderabad. The bidder shall comply with all applicable laws, rules, and regulations, securing necessary permits and licenses.

17. Preventive Maintenance:

17.1. The successful bidder shall ensure that all hardware and software associated with the Biometric Access Control and Attendance Recording System are attended for preventive maintenance at least twice a year for the entire contract period of five (5) years.

17.2. During the contract period, the successful bidder shall maintain a preventive maintenance and service log for each supplied equipment. This log shall include equipment configuration details, firmware versions, dates of preventive/breakdown maintenance, and backups of settings, drivers, and print configurations.

17.3. The bidder shall submit and maintain signed service reports for each preventive maintenance activity, duly acknowledged by the BHEL HPEP Hyderabad representative, confirming satisfactory completion.

17.4. Preventive Maintenance for the Biometric Access Control and Attendance Recording System shall include the following activities:

- a) Thorough inspection and servicing of the System and all associated peripherals.
- b) Verification of network connectivity to the System, including LAN port functionality and power supply conditions.
- c) Cleaning and alignment of critical hardware components.
- d) Checking for loose or damaged cables, tightening connectors, and reviewing software configuration.
- e) Functionality checks for drivers, job queue systems, and any external controllers/software used for operations.
- f) Verification and updates for firmware, driver packages, and removal of potential software issues (e.g., outdated drivers or conflicts).
- g) The service engineer shall bring all necessary tools, cleaning materials, diagnostic software, and backup utilities to carry out the preventive maintenance efficiently.

18. Breakdown Maintenance:

18.1 The Bidder shall carry out all breakdown onsite maintenance, whenever required. Unlimited instances of breakdown maintenance are covered under the scope of the bidder.

18.2 After attending breakdown maintenance, the Bidder's service engineer shall meet/ communicate in writing to BHEL officer In-charge about the jobs undertaken by filling up the Service Call Report.

19. Repairs/Replacement of Faulty components/Modules:

For all the system and components supplied under this contract, all the components/ modules, parts modules, sub-modules, assemblies, sub-assemblies, etc. for restoring services shall be provided by Bidder. The successful bidder will arrange the transportation of the men and materials/ spares up to site and also the repairs of items, which have gone faulty. After repair, the original configuration in terms of hardware and software shall be restored. However, if the successful bidder is unable to repair the original cards/ modules, parts modules, sub-modules, assemblies, sub-assemblies etc. himself, he should get the repair done through OEM or their authorized Service center at his own cost.

The successful bidder shall ensure to stock the required/ critical spares to ensure the upkeep of the system.

20. Test and measuring equipment/ tools:

The Successful Bidder will be responsible for arranging all tools/ test measuring equipment that may be required for carrying out the maintenance job. The maintenance engineer (s) should ensure that while visiting the site, they carry the required tool test & measuring equipment along with the spares etc.

21. Spares:

Successful bidder shall maintain the required no of spares against all the offered equipment under this tender to meet the SLA conditions.

- a. The successful bidder shall submit a complete list of spare parts which are proposed to be maintained by the bidder as per the OEM recommendation.

22. Manpower Support:

22.1 The successful bidder shall nominate an Account Support Team/Manager with an escalation matrix to manage all support-related services during the contract period. The Account Support Team/Manager shall serve as the single point of contact, taking end-to-end ownership of all committed deliverables for the Biometric Access Control and Attendance Recording System at HPEP BHEL Hyderabad.

22.2 The Bidder shall provide 1 Site In-charge + 2 Software Engineers + minimum 4 Hardware Engineers.

22.3 The scope of support shall include, but not be limited to, the following:

22.3.1 Diagnose and resolve issues related to the Biometric Access Control and Attendance Recording System and its components.

22.3.2 Coordinate with the Bidder/OEM for resolution of service calls and technical issues.

22.3.3 Carry out necessary repairs, corrective actions, and restoration of the system in line with OEM recommendations.

22.3.4 Perform testing, installation of bug fixes, patches, and software/firmware updates as required.

22.3.5 Ensure restoration of system functionality and performance to acceptable levels.

22.3.6 Provide technical reports on failures, root cause analysis, and corrective measures, as and when required by BHEL.

22.3.7 Ensure compliance with SLA requirements for response and resolution timelines.

22.3.8 Provide knowledge support to BHEL personnel, if required, for basic operation and issue identification.

22.3.9 The Bidder shall ensure that all services are delivered in accordance with industry standards and best practices to meet SLA requirements. Any failure to meet performance and uptime standards shall attract penalties as per the "Penalty for SLA Non-Conformance" clause.

22.3.10 All software updates, patches, and version upgrades for the Biometric Access Control and Attendance Recording System shall be provided free of cost throughout the contract period.

23. Training:

The successful bidder shall provide role-based training to BHEL administrators, nominated users and other authorized personnel/users as identified by BHEL to ensure system familiarization, operation, and maintenance. The training shall be conducted at BHEL Hyderabad premises, as determined by the concerned BHEL official, in the following manner:

23.1 The bidder shall train BHEL Hyderabad employees on the complete operation and maintenance of the Biometric Access Control and Attendance Recording System and its subsystems. The training schedule shall be determined based on discussions with the concerned BHEL official.

23.2 The bidder shall provide comprehensive documentation, course materials, manuals, and literature necessary for effective training at no additional cost. Upon completion of the training, all materials shall become the property of BHEL.

24. Standby for hardware:

Substitute for Hardware, If Not Repairable On-Site: If any component of the Biometric Access Control and Attendance Recording System installed at HPEP BHEL Hyderabad, cannot be repaired on-site and requires off-site repair, the successful bidder shall provide a suitable standby unit to ensure uninterrupted operations. The bidder is responsible for all associated activities, including packing, unpacking, transportation, loading, unloading, connection, disconnection, configuration, and reconfiguration, at no additional cost to BHEL. The repaired equipment shall be returned to BHEL, and the standby unit shall be removed by the bidder.

Substitute for Hardware, If Irreparable. If the original equipment cannot be repaired, the successful bidder shall supply a new Biometric Access Control and Attendance Recording System or component of the same make with equivalent or higher specifications, subject to BHEL's approval. The replacement equipment shall form part of the leased equipment and shall be subject to the same ownership and lease conditions as the original equipment, unless otherwise specified in the Contract.

25. Documentation:

25.1 The successful bidder shall provide comprehensive documentation in English for the Biometric Access Control and Attendance Recording System installed at HPEP BHEL Hyderabad. This shall include detailed guides on installation, configuration, and operation, covering all aspects of maintaining the equipment.

25.2 The documentation must enable BHEL to maintain the system as per the Service Level Agreement, operate and control it efficiently, and expand its capabilities without reliance on the bidder or OEM.

25.3 For all software supplied, including the operating system, the bidder shall provide manuals, licenses, and appropriate media (e.g., CDs or downloadable files) for each copy.

25.4 The bidder shall submit Material Receipt Reports (MRR) for all supplied equipment.

25.5 The bidder shall provide Performance Acceptance Test (PAT) and System Integration Testing (SIT) reports as per the test plan.

25.6 Any additional documentation required for the project shall be provided by the bidder at no extra cost.

26. Special Terms and Conditions:

26.1. LD/Penalty for Late Delivery & Commissioning:

For the delay as per Clause no. 12 (M1) as defined above, shall be levied at the Penalty at the rate of 0.5% per week of the value of goods delayed, subject to a maximum of 10% of the order value as per the schedule defined in Clause no. 12 (M1) of Milestone, Deliverables & Delivery Timelines. This penalty will be deducted from the first invoice, in case the penalty amount to be deducted is more than first invoice, the same will be adjusted from the subsequent invoice.

26.2. Penalty for SLA Non-Conformance:

- a) Bidder shall be responsible for continuous and smooth operations for the entire contract period.
- b) The bidder shall carry out proper maintenance of the hardware, after the commissioning, so as to ensure and provide a minimum of 99% uptime of whole system consisting of main equipment and accessories on a monthly basis.

26.3. Downtime calculation:

COMPLAINT REDRESSAL SYSTEM

To maintain the Service Level Agreement (SLA) & downtime calculation, BHEL shall develop and maintain online system for registration, monitoring and redressal of all complaints during the lease period.

A minimum required service shall cover:

- e) Complaint logging directly by user through an on-line system (complaint tracking system)
- f) The system shall indicate non-functioning of the equipment viz. Biometric Reader, Turnstile etc
- g) The system shall give time taken for rectification of the equipment along with reason for failure
- h) The uptime will be certified by concerned authorities.

DOWNTIME CALCULATION

- i. **Service Level Agreement (SLA):** Contractor shall be responsible for maintaining a minimum uptime of 99.0% for all components & deployed manpower on quarterly basis.
- ii. **Penalty for SLA Non -conformance**

While making the payment at the end of each quarter the downtime recovery shall be made and payment will be released accordingly. However, the payment will be made only after the system is restored. The downtime will be calculated on minutes per quarter on 24 hours' basis. A deduction from the overall quarterly charges shall be made at the rate of 1% for each 1% fall of uptime from 99% subject to a maximum of 20%, e.g. if the uptime is 98%, one percent downtime shall be deducted, if the uptime is 79%, 20% downtime shall be deducted.

There shall be no downtime due to mutually agreed scheduled maintenance of equipment or due to power outage.

iii. The deductions will be made as per the following formula:

Deduction (D) = total downtime in minutes (d) X weightage (w) X total quarterly maintenance amount per minute (r)

total downtime in minutes (d) : Downtime beyond allowable 1% limit

Weightage will be as per below:

Sl. No	Description	Weightage (w)	Quantity (Q)
1	Face Recognition Readers - As per specs	0.20	150
2	Proximity Readers - As per specs	0.15	180
3	Tripod Turnstile - As per specs	0.20	65
4	2 KVA UPS of 6hrs backup	0.1	11
5	Communication/validation software - As per specs	0.15	1
6	Central Application for configuring and monitoring the hardwares as per specs	0.05	1
7	Contactless smart card - Plain white - As per specs	0.05	12000
8	Smart card Printer - As per specs including consumables for 7000 cards printing initial + 5000 as and when required later (Total 12,000 cards)	0.05	2
9	Card Enrollment setup including Camera, Digital Pen, Smart card with Bio Personalization reader etc excluding desktop	0.05	1

iv. For Manpower:

The Contractor shall arrange suitable resident engineer in case their deployed resident engineer is not available for more than 2 working days. If the Contractor fails to deploy the resident engineer within allotted timeframe then the Contractor will be liable to pay the penalty as per SLA clause until the time suitable replacement arranged. At any point of time, the number of hardware engineers shall be maintained.

In case the same is not maintained, then a penalty as per below formula shall be levied on the contractor:

Deduction (D) = (absence# in days (d) X rate* per day (r))

Absence for more than one day per month.

* For hardware/software engineers (HE), for penalty calculation, rate per day will be considered as @₹1000/- per day per HE. For site in-charge, for penalty calculation, rate per day will be considered as @₹1500/- per day.

ADDITIONAL CLAUSE:

- a) Scheduled maintenance time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

- b) If the uptime for equipment falls below 99% continuously for 3 months, the equipment shall have to be replaced by the Contractor, without any extra charge.
- c) If the uptime for all components falls below 95% continuously for 3 months, BHEL reserves the right to terminate the contract, without any further cost implication to BHEL.
- d) The downtime will be recorded at item level. Even in case of failure of a component in an item, the deduction will apply to the whole item. If the failure of an item results in major service outage or affects the services provided by other items also, then the deduction will apply to all items affected by the failure.

Additional Clause:

Scheduled maintenance time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

If the uptime for equipment falls below 99% continuously for 3 months, the equipment shall have to be replaced by the Contractor, without any extra charge.

If the uptime for all components falls below 95% continuously for 3 months, BHEL reserves the right to terminate the contract, without any further cost implication to BHEL.

Downtime Recording and Deduction:

The downtime will be recorded at item level. Even in case of failure of a component in an item, the deduction will apply to the whole item. If the failure of an item results in major service outage or affects the services provided by other items also, then the deduction will apply to all items affected by the failure.

27. Payment Terms:

The tender will be on Lease Purchase basis

27.1 Payment will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate.

27.2 Bidder has to complete installation at the locations identified by BHEL along with Order. The lease quarterly payment will be due after completion of the quarter from Contract Start Date (P – As defined in Clause 12).

27.3 Payment will be released on submission of verified invoices. In case any rectification/changes is required in the submitted invoice(s) or any other document is required to be submitted for the completeness of the invoice(s), same shall be intimated by BHEL within 10 days of submission of initial invoice.

- Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days.
- Medium Enterprises - 100% Direct EFT payment within 60 days.
- Non MSME Bidders - 100% direct EFT Payment within 90 Days. MSEs (covered under MSME Act) need to submit Latest Udhya certificate/NSIC certificate and to be register and renew periodically and update the same with BHEL.

MSE Trader category are exempted from 45 days' payment terms.

27.5 No interest shall be payable for delayed payment (if any). The transaction shall be a Finance Lease with transfer of ownership of all equipment to BHEL at the end of the 5-year lease period upon receipt of all lease rentals and payment of the terminal value of Re. 1/- (Rupee One only) per order, without any further payment or encumbrance."

27.6 Payment shall be made in INR.

27.7 Bidder shall submit the quarterly bill along with all supporting documents by 15th day of the subsequent quarter.

27.8 All payment under the contract are subject to deduction of penalty under the contract and applicable deduction on account of Taxes or any other amount recoverable by BHEL from successful bidder under this contract or under any other contract.

27.9 Payment will be released within 45 days- Micro & Small, 60 days- Medium and 90 days for other vendors from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & Duties along with following document.

27.9.1 Invoice in triplicate

27.9.2 Insurance copy with the first invoice copy and subsequently yearly to be provided.

27.9.3 SLA reports for the quarter – Downtime report and RE attendance record

27.9.4 Tax payment proof

28. Taxes & Duties:

28.1 TAX Deduction at source TDS as per extant provisions of the GST and Income Tax Act shall be deducted from supplier/contractor bill.

28.2 Wherever bidders are required to render services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of BID. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of Purchase Order.

28.3 HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GST IN shall be clearly mentioned by the Bidder.

28.4 GST portion of the invoice shall be released only upon:-

28.4.1 Receipt of goods/services and Tax Invoice by BHEL. All invoices raised by contractors/ vendors must be GST compliant Tax invoices as per GST invoice rules

28.4.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.

28.4.3 On availment of ITC by BHEL.

28.4.4 Confirmation of payment of GST on GSTN portal by contractor.

28.4.5 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and/or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

28.5 In respect of free issue material by BHEL, the contractor shall return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of noncompliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.

28.6 Reverse Charge under GST:-

28.6.1 In respect of services covered under Reverse Charge Mechanism, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

28.6.2 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

29. **Rates**

29.1 Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular/on-site insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the lease contract.

29.2 Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price-Bid, no request for any change in rates/tariff due to above will be entertained.

30. **Bank Charges**

Unless otherwise specified, the Bank charges, if any, shall be to the account of vendor.

31. **Earnest Money Deposit**

Copy of deposit slip of EMD of **Rs. 6,00,000.00 (Six Lakh Only)** shall be submitted along with tender documents and which shall be deposited as below:

Modes of deposit

31.1 The EMD may be accepted only in the following forms:

31.1.1 Electronic Fund Transfer credited in BHEL account (before tender opening).

31.1.2 Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

31.1.3 Fixed Deposit Receipt (FDR).

31.1.4 Bank Guarantee from any of the Scheduled Banks.

31.1.5 Insurance Surety Bonds.

EMD in excess of Rs.2 lakh also accepted in the form of BG. The Bank Guarantee in such cases shall be valid for at least six months.

Forfeiture of EMD:

31.2 A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

31.3 EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

31.4 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

31.5 Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).

31.6 EMD exemption is applicable as per Public Procurement Guidelines.

32. Security Deposit

32.1 The successful bidder shall **deposit 5%** of the contract value as security deposit within 14(fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

32.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

32.3 The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:

32.3.1 Cash (as permissible under the extant Income Tax Act).

32.3.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

32.3.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

32.3.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

32.3.5 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

32.3.6 Insurance Surety Bonds

32.4 The full or 50% Security Deposit may be deposited in any modes above before start of work. The balance 50% of Security Deposit shall be recovered from the running bills @10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

32.5 In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

32.6 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

32.7 The Security deposit shall be refunded to the firm, only after minimum 1 month, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

32.8 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

32.9 In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

33. Non-Disclosure Agreement:

33.1 The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time.

33.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) (as per Annexure-XIV) in line with the Owner's Information Security Management System (ISMS).

34. Agreement Signing:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper of appropriate value (as per prevailing Govt. guidelines) in a prescribed format. The cost towards agreement shall be borne by the firm.

35. Force Majeure

The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.

Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time.

In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

36. Safety Compliances & Others

36.1 The contractor shall be fully responsible for safety of the vehicles, personnel and to comply with the security/safety regulations of BHEL/Govt. inside factory. The contractor is required to maintain first aid box at work place. The contractor shall ensure that no damage is caused to any person/any existing work / property of BHEL/ other parties working inside the factory.

36.2 Accident occurred, if any, during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later, than 24 hours. This should be followed by a detailed report from the Contractor.

36.3 The contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the vehicles/cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/ injury/ loss occur due to the operation of the vehicles/ cranes, to any other person/ public and the properties of BHEL/ client/ other agencies/ third party, the contractor shall have to pay necessary compensation and other expenses, so decided by the appropriate authorities/victims.

36.4 The Contractor will have to indemnify BHEL against –

36.4.1 All claims for injury or damage to any person/property caused by his negligence or negligence of his staffs and any other unforeseen claims, whilst in BHEL premises.

36.4.2 Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.

36.4.3 The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

36.4.4 BHEL shall not be held liable for any loss, damage or compensation to third parties rising from or in relation to transport operations done by the contractor. If any such damage/loss is caused, the contractor shall be responsible to make good the losses and compensate the affected parties/victims at his own cost.

36.4.5 The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.

36.4.6 The contractor shall be responsible for all acts and omissions of their staff and Liabilities arising out of the acts and omissions of such staff shall be borne by the contractor. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

The contractor will be required to submit Indemnity Bond in favor of BHEL as per above on Non – Judicial Stamp Paper of appropriate value.

37. Rights of BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation: -

37.1 To terminate the contract at its discretion at any point of time as per Clause 54 and the Tripartite Agreement with one-month notice period without assigning any reason thereof and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in any event of the followings: -

37.1.1 Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.

37.1.2 Assignment, transfer, subletting of the contract work without BHEL's written permission.

37.1.3 In case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

37.1.4 The bidders offer may be rejected based on unsatisfactory past performance, default on earlier occasions in their contractual obligation & statutory obligation in any of the contracts of BHEL Hyderabad or any of its

units.

37.1.5 Terminate the contract without advance notice depending upon the severity of the case for non compliance/ violation/ contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time. BHEL may also initiate action for suspension of business dealings with the contractor in the event of failure on his part to discharge his contractual obligation based on the severity of the default.

38. Contract labour accidents while at work:

It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees Compensation Act and Public Liability Act as applicable, take steps to properly insure against any claims thereunder.

In the event of any accident in respect of which compensation may become payable under the Employees Compensation whether by the contractor or by BHEL as Principal Employer, it shall be lawful for BHEL to retain out of amount due and payable to the contractor such sum or sums of amount as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.

39. Prohibition On Influencing and Interfering On Behalf of Contractor:

"The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/ debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

40. The BHEL Conciliation Scheme:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

- (i) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- (ii) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-XX** (BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS).

41. Fraud Prevention Policy:

The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. List of nodal officers is hosted on BHEL Hyderabad website <https://hpep.bhel.com/>.

42. Suspension Of Business Dealings With Suppliers/Contractors:

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page" and available on public domain. The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned

firms, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com

43. Statutory compliances to be ensured by Purchase Order issuing authority:

- a) BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- d) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- e) Contractor shall obtain Police Verification of all his workers.
- f) Contractor shall submit following Certificate.

"It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in -----
----- (type of work) against work Purchase Order no. ----- in ----- (name of department).

PAYMENT OF WAGES TO RESIDENT ENGINEER

Signature of Contractor

Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and submit the Digital Transfer receipt to the authorised representative of contract awarding deptt. who shall record under his signature at the end of entries in the Register of wages in the following form "Certified that the amount shown in column no. has been paid through Digital Mode on date

Cash payment for any work is not acceptable.

In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

44. Safety And Disciplinary Action:

44.1 Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or

property resulting from such accidents.

44.2 Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

44.3 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Contracting officer.

44.4 The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

44.5 Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

44.6 Contractor shall fully comply provisions of various applicable labour laws.

45. Compliance of statutory provisions:

Strictly comply with all provisions of applicable Labour Codes & its Rules thereof, including the Code on Wages, 2019, the Code on Social Security, 2020, the Industrial Relations Code, 2020, and the Occupational Safety, Health and Working Conditions Code, 2020, along with all operational rules and notifications issued time to time. Further, the Contractor/Agency shall ensure to their employees posted at BHEL, RC Puram as a part of contract execution:

- a) Issue Employment card (ID card)
- b) Issue Appointment letter to his employees
- c) Maintain Annual leave record with wages including EL, CL, National Holiday & Festival holiday.
- d) Wages paid to all deployed employees not less than the Minimum wages notified from time to time.
- e) Wages paid on time
- f) Wage slips / Salary Sheet issued to employees
- g) ESI contribution deposited
- h) PF contribution deposited
- i) Bonus payment
- j) Statutory registers / records maintained
- k) All applicable labour laws & contract obligations complied with

46. Contractor Shall Ensure Following While Executing Contract:

The contractor shall obtain License from the Assistant Labour Commissioner (Central), or appropriate government if he engages fifty or more workmen.

Contractor on the advice of BHEL officials shall immediately remove any person employed by him, who may in the opinion of the BHEL official, is incompetent or involves himself in misconduct. Such persons shall not be again employed on the works with out written permission of the BHEL official.

It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees Compensation Act and Public Liability Act as applicable, take steps to properly insure against any claims thereunder.

In the event of any accident in respect of which compensation may become payable under the Employees Compensation whether by the contractor or by BHEL as Principal Employer, it shall be lawful for BHEL to retain out of amount due and payable to the contractor such sum or sums of amount as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.

Entry Permit

The contract executing officer shall initiate the proposal for issue of entry permit for contractor's employees / contract labour, contractor's supervisor /contractor in the prescribed proforma along with their names, photo and Bio-data and shall forward to HR-Contract Labour Cell section only after ensuring payment of Security deposit.

HR Contract Labour Cell section shall scrutinize and shall issue pass temporary for 15 days initially provided documentation such as copy of approval with IR Number, work order, proof of payment of Security deposit fully for one time job / work and 50% in other cases, valid ESI & PF number, Labour License in case of number of persons engaged is 50 or more, (work commencement report) and Police Verification Certificate. Further renewal of pass beyond 15 days shall be issued periodically only on production of Contract Agreement. The duly verified pass requisition shall be forwarded to Assistant Commandant/CISF (Plant) for scrutiny and issue.

47. Breach of contract, Remedies and Termination:

47.1 BREACH OF CONTRACT:

The following shall amount to breach of contract:

47.1.1 Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

47.1.2 The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

47.1.3 The Supplier/Vendor delivers equipment/ material not of the contracted quality.

47.1.4 The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

47.1.5 Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

47.1.6 Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHELs written permission resulting in termination of Contract or part thereof by BHEL.

47.1.7 Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

47.1.8 Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

47.1.9 Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

47.1.10 Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify

the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract

47.2 Remedies in case of Breach of Contract.:

47.2.1 Wherein the period stipulated in the breach notice has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

47.2.2 Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

47.2.3 Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

47.2.4 In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

47.2.5 If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

47.2.5.1 from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

47.2.5.2 If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

47.2.6 In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

47.2.7 It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

47.2.8 In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

47.2.9 Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).

Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

48. Settlement of Disputes and Arbitration Clause:

Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final.

Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration

The bidder shall continue to perform the contract, pending settlement of disputes(s).

48.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 40 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 8Dispute9), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.

48.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 8Notice9) before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

48.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

48.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

48.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.

48.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.

48.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 8No Demand Certificate9 has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

48.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

48.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

48.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 48.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

49. Shifting of Equipment from a Location to Other:

After initial installation as per location details given by BHEL Hyderabad, shifting of equipment (if required) from one location to another shall be the responsibility of the successful bidder. The entire requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Supplier. The time given for shifting and installation of equipment at new location will be mutually agreed and time taken beyond that period will be treated as downtime. BHEL will not pay any additional cost for this.

50. Terminal payment (applicable for lease option):

BHEL shall have the right to acquire ownership of all equipment at the end of the 5-year lease period upon payment of the terminal value of ₹1/- (Rupee One only) per Order, with maintenance by the successful bidder at no extra cost until such ownership is transferred, for a period not exceeding 60 days from the last date of the contract period, subject to receipt of all lease rentals and transfer of the equipment without any further payment or encumbrance.

51. Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent from BHEL.

52. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

53. Deviations:

53.1 Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a "No Deviation Certificate" of the offer as per Annexure-IV.

53.2 Technical & Commercial - No deviation is acceptable.

54. Termination of The Contract & Its Consequences

54.1 BHEL reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of order/contract by successful bidder or continuous non-performance of equipment/system (e.g. if uptime is less than 95% in two consecutive quarters for 75% or more endpoints) BHEL will give improvement notice to successful bidder in case of unsatisfactory services. The successful bidder shall improve the services within one month of receiving such notice. In case the successful bidder fails to improve the services, BHEL shall reserve the right to invoke the BG or forfeit the SD. BHEL reserves the right to purchase from elsewhere with a notice to successful bidder without cancelling the contract. The manner and method of such purchase shall be at the discretion of BHEL to terminate the contract in part or in full.

54.2 Successful bidder shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

54.3 However, the successful bidder shall ensure that till the time of termination of the contract or alternative arrangement by BHEL, the successful bidder shall continue to provide services to BHEL or other BHEL units to the best capability and efforts of the successful bidder.

54.4 Fore-closure: In case of fore-closure of the contract agreement / tri-partite agreement by BHEL for no fault of the Lessor, pro-rata compensation will be payable. Compensation will be equivalent to the percentage of outright purchase cost (Hardware Charges on outright basis) proportionately linked to balance contract period, plus a nominal charge of ₹1.00 per order as terminal payment for transfer of the ownership of all the equipment against that order to BHEL.

54.5 Consequences: As soon as the contract is cancelled / terminated by BHEL at the contractor fault, no payment will be payable to the successful bidder.

55. Special Clauses:

55.1 All the items to be supplied must be NEW, newness certificate has to be produced (on OEM letter head). All equipment and sub equipment (sub system) supplied and installed at the stipulated locations shall be NEW and respective OEM make and confirming to the contract technical specifications. Before supplying, the certificate of the newness (unused and latest manufactured (from 2025) from OEM shall be submitted by the successful bidder.

55.2 All the Items must be supplied in full and complete.

55.3 No item shall be offered whose end-of-sale or end of life has been declared by the OEM or has been declared to be under phase out. The Successful bidder has to ensure that any equipment supplied as part of this RFP should not reach End of Life/End of Support for at least 6 years postdate the opening of tender by BHEL. In the event if any equipment supplied by the successful bidder, reaches end of life/end of support as stipulated in this clause, within the period of 5 years, the successful bidder has to immediately replace/upgrade the equipment at no additional cost to the BHEL.

55.4 Bidder shall supply original & licensed version of supplied software packages and the licenses shall be submitted along with software.

55.5 During technical evaluation of the submitted bid, BHEL may ask the bidders to demonstrate the functionality of offered product. During this demo, if the performance of the product is not found satisfactory as per BHEL requirement, those bids may be rejected.

55.6 All supplied materials/items shall meet the requirements and specifications as defined elsewhere in the bid document. The design & workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Wherever the technical specifications are mentioned in addition to those contained in the standard codes and specifications, those additional requirements shall also be satisfied.

55.7 Where it is mentioned in the specification that the Bidder shall perform certain work for completing the project in totality, it is understood that the Bidder shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions, so mentioned

55.8 During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to BHEL, who shall give their decision in the matter and the decision shall be final and conclusive.

55.9 The rates will be valid till order date. BHEL, at its discretion may ask the successful bidder for additional quantity of items (in compliance with the technical specifications) up to 25% of original quantity as per RFP in this period at the same charges.

56. Pre-Bid Conference:

56.1 The bidders are expected to carefully go through this Tender Document and understand all the requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in the enclosed Annexure-V and addressed to the official inviting the offers via email. All such queries must reach the designated email address no later than 2 working days prior to the scheduled Pre-Bid Meeting. Queries received after this deadline will not be entertained.

56.2 While BHEL strongly encourages all bidders to participate physically to ensure better interaction and understanding of the project scope, the Pre-Bid conference will be held in a hybrid mode (both physical and online) according to the following details:

Date & Time: On the 7th day from the date of publishing the NIT, at 10:00 hrs. (exact date to be mentioned)

Physical Venue: HRDC, BHEL, Hyderabad, 502032.

Online Platform: The virtual meeting link (webex), meeting ID, and passcode will be shared with the bidders via email or published on the e-tendering portal prior to the meeting.

56.3 Each Bidder shall be allowed to participate on production of an authority letter from the Bidder. For online attendees, a scanned copy of the authority letter along with the names and email IDs of the participants must be submitted to the official inviting the offers at least 24 hours before the scheduled meeting time to receive the virtual access link.

56.4 During the course of the Pre-Bid conference (both physical and virtual), the Bidders will be free to seek clarifications and make suggestions for consideration. BHEL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

56.5 Bidders participating in the pre-bid conference, preferably do a site survey prior to the pre-bid conference with information and acceptance by BHEL.

56.6 Bidders participating virtually shall be solely responsible for ensuring a proper, secure, and stable internet connection, as well as the necessary hardware/software compatibility from their end. BHEL shall not be held liable for any technical glitches, connectivity failures, or disruptions experienced by the bidders that may prevent them from joining or participating effectively in the online session.

57. E-Waste disposal

- a) Vendor shall ensure full compliance to E-waste (Management and Handling) Rules issued by Government for products being supplied to BHEL.
- b) Vendor should ensure that either them or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state.

58. Indemnity

Bidder shall fully indemnify and keep indemnified the BHEL against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by BHEL and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the BHEL, BHEL will inform in writing to the Bidder who shall at his own risk and cost either settle any such dispute or defend BHEL in any litigation that may arise there from. In case Bidder fails to effectively defend BHEL in any litigation then BHEL shall defend such proceedings at Risk and Cost of Bidder. Bidder shall be responsible for penal consequences of any nature whatsoever arising out of such proceedings without any implication to BHEL.

59. Insurance

The insurance (transit & during contract life) shall be in the scope of the vendor / bidder. Insurance for the complete Systems/Goods shall be arranged by the Bidder at his own risk and cost during transit, movement, storage and throughout the period of contract. BHEL, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Bidder. Evidence of insurance policy shall be submitted to BHEL. If the bidder fails to renew the policy before the expiry, BHEL may renew the insurance and recover from the lease rental.

60. Patents & Trademarks

Bidder shall at all times indemnify the BHEL against all claims which may be made in respect of the Systems/goods/Software supplied by the Bidder, 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 the BHEL, the BHEL will inform the Bidder who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

61. Acceptance of Purchase Order

Letter of Seller/ Contractor/ bidder's acceptance of the Purchase Order Contract is to be submitted within seven (7) working days of issue date of Purchase Order Contract by BHEL Hyderabad DTG dept.

62. Conflict of Interest among Bidders/ Agents

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

62.1 If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

62.2 The bidder (or his allied firm) provided services for the need assessment/procurement planning of the Tender process in which it is participating;

62.3 Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received

from both the manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

62.4 A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a subcontractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.

63. Contract Agreement

(Based on the finalized terms and conditions of placing the order for Supply of services shall execute a Bipartite Agreement with the Successful Bidder. If the Successful Bidder informs that he has tied up a Lessor also, then a Tripartite Agreement among the Successful Bidder, Lessor and the Units/Regions placing the order for services shall be executed after placement of Purchase Order/PO.)

After the Owner notifies the successful Bidder that its bid has been accepted (through issuance of Purchase Order Contract), the Bidder shall sign and return back to the Owner duplicate copy of the Purchase Order Contract as an acceptance of the Purchase Order within 7 working days. Thereafter, the Owner shall issue the draft contract agreement within 15 days of acceptance of work order. One Principal Agreement with Terms and conditions, but without the specific period (start and end of contract) for ordering locations shall be signed by the Lead Purchase Agency. Bipartite/ Tripartite agreement (as applicable) shall be signed by each unit from where Order is released for the required equipment in the next 15 days. Format of Tripartite agreement is placed in **Annexure-XXI**.

64. Payment Centre & Administration of Contract

The tender envisages supply and installation of equipment at BHEL Hyderabad. The administration of contract will be at respective locations. The tentative list of such locations is given in Annexure. The bidder is to clearly understand that the service is to be provided on site at all the locations as detailed in relevant section and payment, as per **"Payment terms"** clause mentioned in this document, will be released as per details below:

65. Documents (Three sets) to be submitted for claiming Quarterly Charges

(Three Sets to be Submitted at BHEL Hyderabad – DTG Department)

All required documents for claiming quarterly charges shall be submitted in **three sets** to the **DTG Department, BHEL Hyderabad**. The designated **DTG Department Coordinator** will be responsible for **verifying** and **certifying** all submitted documents.

a) For the First Quarter:

The following documents are required:

1. **Copy of the Agreement**, duly signed.
2. **Valid Insurance Certificate**, with a minimum validity of one year.
3. **Installation Certificate**, signed by the DTG Department Coordinator, BHEL Hyderabad.
4. **Original Certificate** issued by the DTG Department Coordinator, BHEL Hyderabad, certifying the

equipment non-availability/downtime details for the quarter.

5. **Proof of Tax Payment.**

6. **Original Invoice** for the quarter.

b) For Subsequent Quarters:

Documents to be submitted for each of the following quarters:

1. **Original Downtime/Non-Availability Certificate**, certified by the DTG Department Coordinator, BHEL Hyderabad.

2. **Proof of Tax Payment.**

3. **Original Invoice** for the quarter.

c) Annually:

The following documents shall be submitted on an annual basis:

1. **Renewed Insurance Certificate**, valid for the upcoming one-year period.

2. A **Declaration on the bidder's official letterhead**, confirming back-to-back support from the OEM for the supplied items.

66. Checklist of Enclosures (for techno-commercial offer)

The bidder(s) shall enclose the following document in their techno-commercial offers. Any document, not mentioned in the table below but are mentioned in clauses in any section of the tender document (like GCC, TCC, etc.) shall also be enclosed in the techno-commercial offer.

Sl. No.	Annexures to be attached	Format attached as	Whether attached or not	Page No. in Bid document
1.	Price Bid format for Lease Mode	Annexure-I		
2.	Technical Specification	Annexure-II		
3.	BOM with Make & Models Offered	Annexure-III		
4.	Format for No Deviation Certificate	Annexure-IV		
5.	Pre-Bid Query Format	Annexure-V		
6.	Format for Back-to-Back Support	Annexure-VI		
7.	Annual Turnover of Bidder	Annexure-VII		
8.	Work experience details as per PQC	Annexure-VIII		
9.	EMD Deposit Details	Annexure-IX		
10.	Proforma of Bank Guarantee (in lieu of Earnest Money)	Annexure-X		
11.	List of consortium banks	Annexure-XI		
12.	Bank Account Details For E-Payment	Annexure-XII		
13.	Declaration by Vendor	Annexure-XIII		
14.	Non-Disclosure Agreement Format	Annexure-XIV		
15.	Auditor's certificate for percentage of Local Content	Annexure-XV		
16.	BHEL Terms & Conditions Health, Safety & Environment	Annexure-XVI		
17.	Integrity Pact	Annexure-XVII		
18.	Contract Agreement	Annexure-XVIII		
19.	Indemnity Bond	Annexure-XIX		
20.	Procedure for Conduct of Conciliation Proceedings	Annexure-XX		
21.	Tripartite Agreement	Annexure-XXI		
22.	Rule 144(xi) of GFR 2017 Declaration format	Annexure-XXII		
23.	Escalation Matrix	Annexure-XXIII		
24.	Experience Certificate of any Private Organization	Annexure-XXIV		
25.	Conflict of Interest among Bidders/ Agents	Annexure-XXV		
26.	Access-Control-rules	Annexure-XXVI		
27.	Centralized-Asset-Management-Application	Annexure-XXVII		
28.	ACS_ARS_Location	Annexure-XXVIII		
29.	Downtime_Calculation	Annexure-XXIX		
30.	Proof of Concept	Annexure-XXX		
31.	Reverse Auction Guidelines	Annexure-XXXI		

Annexure-I: Price Bid Format

Bill Of Materials for Smart card with Biometric based Access & Attendance System - Design, Engineering, Supply, Installation/Commissioning & Maintenance (5 Years Lease)										
				Outright / Equipment cost		Interest / Incidental cost		Maintenance cost		
Sl. No	Description	Units	Qty (Q)	Unit Price (A)	Total Price (excluding GST) (X = Q*A)	Unit Price (B)	Total Price (excluding GST) (Y = Q*B)	Unit Price (C)	Total Price (excluding GST) (Z = Q*C)	Total Price (excluding GST) (X + Y + Z)
1	Face Recognition Readers - As per specs	Nos	150	-	-	-	-	-	-	-
2	Smart card (Proximity) Readers - As per specs	Nos	180	-	-	-	-	-	-	-
3	Tripod Turnstile - As per specs	Nos	65	-	-	-	-	-	-	-
4	2 KVA UPS of 6hrs backup as per specs	Nos	11	-	-	-	-	-	-	-
5	Communication/validation software - As per specs	Nos	1	-	-	-	-	-	-	-
6	Central Application for configuring and monitoring the hardwares as per specs	Nos	1	-	-	-	-	-	-	-
7	Contactless smart card - Plain white - As per specs	Nos	12000	-	-	-	-	-	-	-
8	Smart card Printer - As per specs including consumables for 7000 card printing initial + 5000 as and when required later (Total 12,000 cards)	Lump sum	2	-	-	-	-	-	-	-
9	Card Enrollment setup including Camera, Digital Pen, Smart card with Bio Personalization reader etc excluding desktop	Nos	1	-	-	-	-	-	-	-
TOTAL for the project (for 5 years excluding GST)										

NOTE: 1) The quoted price shall also include cost for installation, commissioning, testing, manpower, consumables, Civil works etc, as per scope document.

2) BHEL will go for Comprehensive AMC for a period of 2 years after lease period. Comprehensive AMC charges for the same shall be considered for the finalized maintenance charges.

Annexure-II: Technical Specification

Item Name:		Face recognition reader	
Sr No.	Description	BHEL Specification	Vendor's Remarks
1	Make & Model	To be specified by Vendor.....	
2	Authentication Modes	Facial Recognition/ Facial Recognition + card	
3	Authentication Method	1:1 and 1: N	
4	Authentication Time for validation	Card validation: < 2 secs Face validation: < 2 secs	
5	Device Type	Facial recognition reader with Smart Card Reader	
6	Camera	Dual Camera (Color & IR), 2MP Surveillance Grade	
7	Camera Sensor Operation	It should be capable of authenticating users of different heights. It must be capable of detecting and authenticating the face either through device capability or inbuilt LED light in extreme dark/ daylight environment.	
8	Live Face Detection Method	System should be intelligent enough to accept only live faces and prevent security breach by a face in a recorded video, live stream, a photograph or any other means.	
9	Face Authentication Distance	50-120 cm with Auto face detection, Wide angle detection for users of different heights	
10	Barcode and QR code	Device should be QR code supported	
11	screen-to-body ratio (STR)	screen-to-body ratio (STR) of facial recognition reader should be minimum 80%.	
12	Processor	Minimum ARM Cortex Dual Core, 64-Bit, 1.4GHz Processor release year should on or after 2021	
13	Memory	32 GB Flash memory	
14	RAM	Minimum LP-DDR4, Min 1 GB	
15	FAR / FRR	<0.001% FAR (False acceptance ratio); <0.01% FRR (False rejection ratio) There should be provision to increase or decrease threshold value of matching facial data in facial device to control FAR situation (if occurs)	

16	Graphical Display	Backlit graphical LCD or advanced display of minimum Resolution: 720 x 1080 Pixel and size of min 5" IPS Display with Touch Panel or higher to show user details or any other information but not limited to name of employee, staff number, photo, punch time, Network connectivity, Device ID & IP etc.	
17	Transaction Storage	Min 2,50,000 transactions (Each transaction consists of date, time, staffno, card number, key code, error code, device mode, reader number, slno, etc.).	
18	Card Reader	Universal Card Reading module (125kHz EM, 13.56MHz MIFARE / MIFARE Plus / DESFire / DESFire EV1/EV2/EV3. The protocol of data from the reader shall be an open format and non-proprietary.	
19	Card Read Range	Minimum 50 mm	
20	Body Type	Minimum Requirement is IP 54 Protection.	
		The system has to be Impact resistant, scratch resistant, weather durable and corrosion free.	
		Canopy/shed type enclosures are provided wherever required.	
21	Mounting	The readers to be mounted on SS Pedestal/ MS pole (stand) / wall for ease of operation and accessibility.	
22	Spares	Sufficient spares to be maintained to meet contingencies to maintain uptime.	
23	Quality	Reader shall be manufactured using the latest and most accurate state of the art biometric technology like Auto Face detection, Fake Face Detection, Auto Push, real time face recognition, multi-threading and shall support high speed processing.	
24	Seamless operation	Template uploading from Central server shall not affect the normal working of Reader.	
25	Communication with Server	Reader should communicate with central server using TCP/IP protocol over Ethernet or Internet, 10/100 Mbps or higher auto sensing Ethernet with DHCP, SSL, IPv4 and IPv6 Support (Optional).	

		Wi-Fi support (802.11 a/b/g/n/ac or higher) with support for standard enterprise security protocols (WPA2/WPA3)	
26	A/V Indicators	It shall be capable to provide a unique tone (70 db) and / or tonal sequence for various status conditions such as access granted / denied, reader power condition etc and clear visual LED indications (Multi-color) shall be provided for various status conditions	
27	Clock	Shall have built-in RTC (real time clock) Calendar. Should be able to sync the clock with the central server / NTP server.	
28	Environmental	Device shall have working temperature range of 0 to 50-degree C and humidity range of 10% to 80% RH non-condensing	
29	Availability of Data	The solution should be able to download punch information of employees from the readers in auto-push real-time mode. There should be no batch process required. Also, if required in case of LAN network failure, Power outage or any other possible interruption in DB Server etc., communications with server should be performed at regularly scheduled intervals or preset times, or on an "on demand" or "when available" basis.	
30	Software / Firmware Updates	Software/Firmware updates should be possible through network/communication Port and Software/Firmware updates to be provided free of cost during lease period.	
31	Replacement	Should be possible to replace the faulty reader/ sensor or camera module without needing to reprogram the control unit.	
32	Biometric Modalities	The device should support Face+Mifare card card-based solution	
		The reader, face detection cameras, battery or any other components are to be enclosed in the same unit	
33	ESD	>=1 kV. (All the devices should be properly earthed).	
34	Certifications	CE, FCC, RoHS, BIS, NIST, VA/PT	
35	Communication Interface	Relay, TCP/IP, RS485	

36	Data Security	Minimum AES 128-bit data encryption	
37	Make in India	Yes	
38	Operating system	Linux	
39	Compliance	DPDP Act 2023	
40	Functionality in offline modes	The readers should function in 100% offline mode without dependency on network both at the gates and work places. The biometric validation should be done within the reader in 100% offline mode. When the employee faces the reader, reader authenticates the templates with already available templates in the reader's memory and accordingly decision is made. Access (IN/OUT) movements should be provided only after validation of business rules even in offline mode (no network). It should be able to send all events once connectivity is re-established (employees must be able to punch-in/ out for shift or lunch break during offline condition). Should work on First-In-First-Out mode.	
41	Reader Dump	There should be a facility for getting reader dump (of all the transaction data) online directly, by-passing the management software with proper authentication (username/password).	
42	Reader Special Key Functionality	A soft-key pad is required in the reader. For the special key code operations i.e. 01 to XX, the reader will validate whether the employee has permission to avail that particular special movement at that moment and accordingly accept or reject the request. The complete details and logic for validation of the special movements 01 to XX will be as per Annexure-XXVI.	
43	Power Supply	Industrial Wide Range SMPS in the industry with protection for bad Power & Low voltage operation The reader has 12 VDC power by default	

Item Name:		Turnstile	
Sr No.	Description	BHEL Specification	Vendor's Remarks
1	Make & Model	Please Specify	
2	Housing & Material	SS-304 or better material of construction (MOC), robust construction for outdoor use and with good aesthetics.	
3	Tripod Turnstile	Three Cylindrical Arms of Stainless Steel	
		Motorized drive mechanism (Motorized with either Servo Motor or Direct Drive Technology (Electro Mechanical and only-Mechanical are not accepted)	
		100% duty cycle high performance high torque motorised drive system providing bi-directional control of pedestrian passage in excess of 10 million maintenance free cycles of operation or a minimum of 7 years in a pedestrian gate application, integrated resolver for precise positioning feedback, high output torque for fast acceleration and deceleration. The above has to be certified by OEM on his letter head. Tripod should perform with Normally Close condition. References of vendor sites where the proposed model is working for last 4 years or more should be provided.	
4		Stainless steel SS304; stainless steel face panel for mounting of peripheral components such as card readers, etc	
5		Mechanism to have Rotating Speed Adjustable/Configurable	
6		Allows only one user to enter at a time.	
7		The tripod arms should not have sharp ends to catch clothing	
8	Rotation	Rotate 120 Deg and Stop. Rotate 3 x 120-degree pivot arms and stop/locked in normal position. It should not get locked in improper position. The turnstile should get unlocked for rotation by user only after successful validation. In all other situations/conditions, the turnstiles should be in locked position only and user should not be able to rotate the turnstile. In case the turnstiles get locked in improper position (other than home position), an alternate mechanism should be provided physically at the turnstile housing to bring to home position.	
	Operation	Bi Directional	
		Super smooth arm movements with minimal force and no kickback for utmost safety – will not spring forward at end of travel (i.e. hit child in back of head)	
		Forced entry/exit and impact detection	
		Card readers/keypad mounting plates standard (Flush Mounted) - The power and network cables connected to readers should be completely concealed and not available for access to users.	
		Card readers/keypad mounting plates standard (Flush Mounted) - The power and network cables connected to readers should be completely concealed and not available for access to users.	
		High speed, noise free and maintenance free operation	
		The turnstiles should have drop arm feature during emergency situations	
		Easy to program controller for common lane configurations	
		Adjustable hold and open time	
9			

10	Walk way	515 mm passage width + 50 mm clearance	
11	Integration	Should be integrable / configurable with the Gate Access Face Reader	
	Fail Safe Mode / Fail Lock Mode	Fail safe Mode: In the event of power failure or switched off, tripod arms will be free to rotate in either direction/should drop and allow free passage for both directions	
12		Fail Locked mode: Tripod arms can be locked in case of power failure or switched off	
13	Anchoring	Turnstile Bolted to the floor using anchor bolt	
14		Dust proof body covering the mechanical system ensuring long life.	
15	Safety	The gates are electrically insulated to avoid electrical shock. (complete body of turnstile should be earthed)	
16	Locking	Locking mechanism to prevent tripod rotating in the opposite direction once it has travelled 25 degree past the rest position.	
17	Seamless operations	Self-centering mechanism should be smooth. No hydraulic damper or mechanical limit switch should be used	
18	Security	Positive action lock to prevent two passage at one time.	
19	Certification	CE Certified against Electrical & EMC Safety	
	Height of rotor arm from ground	Min 840mm.	
20		Total system height and length of rotating arm shall be suitable according to walkway dimension.	
21	Opening Time	< 2 secs	
22	Protection Level	IP 54, TUV/BIS certificate for IP rating to be submitted	
23	Temperature	0 to 50 degree C	
24	Humidity	Humidity: 10% to 80% (non-condensing)	
25	Power	220-240 VAC Single phase @50Hz	
26	Quality	The case work must be of corrosion resistant stainless steel grade 316/304	
	Housing Dimension (L X W X H)	(1200-1300) x (220-260) x (1000- 1050) mm approximately.	
27			
28	Construction	One standard width dual pedestal housing with minimum 400mm arm length, 3 x 120-degree pivot arms, high performance high torque Motorised drive system designed for an excess of 10 million maintenance free cycles of operation, 100% duty cycle, 0.5s open/close time, minimum 30 persons per minute. Should have lane indicator. Dust proof body covering the mechanical system ensuring long life. Semi-Outdoor. To be installed under a canopy / RCC structure	

29	Controller	Motor Controller using the latest Microprocessor technology allowing for very accurate control of torque, speed, acceleration and deceleration parameters of the motor in any position resulting in highly dynamic operation; extremely fast reactions in abnormal situations such as impact detection or forced entry/exit attempts; closed loop operation for precise positioning; ramping up and ramping down configuration; fully adjustable speed; resolver input for position feedback; LED indicators for operation and error diagnostics	
	Performance Requirement	MCBF (Mean Cycles Before Failure)- 10 Mil Cycles.	
		MTTR (Mean Time To Repair/Rectify)- 30 Minutes.	
	Performance Requirement	For the above 2 points, references of vendor sites where the proposed model is working for last 7 years or more should be provided.	

Item Name:		Smart card (Proximity) reader	
Sr No.	Description	BHEL Specification	Vendor's Remarks
1	Make & Model	Please specify make & model	
2	Reader Functionality	The readers should function in 100% offline mode without dependency on network. The card validation should be done within the proximity reader in 100% offline mode.	
3	Application	Smart card reader for access control and time-attendance system with inbuilt controller	
4	Reader Type	Should reader Mifare/Desfire cards as required Inbuilt controller should be integrated with the same software as the biometric readers	
5	Algorithm False Accept/Reject Rates	It shall not grant the access to the unauthorized entity under any circumstances	
6	Certification of equipment	FCC, CE, ROHS, BIS	
7	Authentication Time for card validation	< 2 sec	
8	Processor	Minimum ARM Cortex Dual Core, 64-Bit, 1.4GHz Processor release year should on or after 2021	
9	Power Supply	Industrial Wide Range SMPS in the industry with protection for bad Power & Low voltage operation The reader has 12 VDC power by default	
10	Card Reader	Universal Card Reading module (125kHz EM, 13.56MHz MIFARE / MIFARE Plus / DESFire / DESFire EV1/EV2/EV3. The protocol of data from the reader shall be an open format and non-proprietary.	
11	Card Read Range	Minimum 50 mm	
12	Data Encryption along with diversified key	Data transfer in encrypted Mode for controlling the possibility of data hacking	
13	Display	16*2 Lines LED Display with min 4mm character height.	
14	Certifications	CE, FCC, RoHS, BIS, NIST, VA/PT	
15	Environmental	Device shall have working temperature range of 0 to 50-degree C and humidity range of 10% to 80% RH non-condensing	
16	Network Interface	- TCP/IP (Ethernet RJ-45) with IPv4.0 (Option: IPv6.0) compatible	
17	DI/DO Ports	3 optically isolated replay outputs and 2 optically isolated inputs for door control. Relay should be programmable for Fire, or any other external device	
18	Memory	32 GB Flash memory	
19	RAM	Minimum LP-DDR4, Min 1 GB	
20	Transaction Storage	Min 1,00,000 transactions (Each transaction consists of date, time, staffno, card number, error code, reader number, device mode, slno, etc.).	
21	Nonvolatile RTC	Required	
22	Firmware Upgrades	Should be able to remotely upgrade the software in the Reader or over Ethernet	
23	Configuration/ Web Server	Should have a secured Web Server based communication or direct TCP/IP communication	
24	Indications for critical functions	Indications for critical functions like Power on, reader connection acknowledgement, access granted/ denied, error indications, etc.	

25	Sound and Interface	Should have a dual color LED. Separate Green LED for Access Granted and Red for access denied status. It should also come with peuzo buzzer	
26	Authentication Mode	1:1	
27	Authentication Method	Card with confirmation of Verification/Rejection	
28	Security features	- Data exchanges between Equipment and Server shall be encrypted (AES256 or equivalent) - Client or Web-Browser shall connect to the server using Packet encryption (SSL)	
29	Body Type	Minimum Requirement is IP 54 Protection.	
		The system has to be Impact resistant, scratch resistant, weather durable and corrosion free.	
		Canopy/shed type enclosures are to be provided wherever required.	
30	Mounting	Can be fitted over wall or any other mechanism.	
31	Make	Make in India - to be certified by OEM	

Item Name:		Smart card	
Sr No.	Description	BHEL Specification	Vendor's Remarks
1	Make & Model	To be specified by Vendor.....	
2	Memory	Card shall have minimum 4 KB memory and to be compatible with Mifare or HID iClass platform for storing and accessing data items	
3	Quality	Card shall be laminated and color coded as per the type of user. Colour fading and card damage due to inferior quality lamination shall be replaced by vendor.	
4	Encryption	Shall support DES, TDES, 3KT DES & AES cryptography. Data inside the card shall be secured with minimum 64-bit encryption so that data can't be modified or accessed until the card and the reader have completed mutual authentication	
5	Material	Card shall be durable, made of PVC and meet ISO 7810 standard for length, width, thickness and construction. Card shall be resistant to alcohol, Fuel, sweat etc. It should be capable of direct two-sided dye- sublimation or thermal transfer printing so that cardholder information / images, instructions shall be printed directly onto card.	
6	Standard Compliance	Compliance to ISO/IEC 14443A	
7	Frequency	Contactless smart chip operating at 13.56 MHz	
8	Others	Smart card shall be supplied with 1-meter lanyard (with BHEL logo pre-printed at defined distance intervals) and a solid / rigid plastic card holder with slots for clip or lanyard with Card Holder	
9	Warranty	Card shall be warranted against defect in material and workmanship for lifetime	
10	Environmental	Temperature 0 to 50-degree C; 10% to 80% RH non-condensing	
11	Additional Cards	Additional cards along with preparation, if any will be on the same rates	
12	Distance of Recognition	The card can be used as proximity card within a distance of 50 mm from surface of the reader.	
13	Operation	Compatible with motorised tripod turnstiles & EM locks	
14	Multiple Access	The same card should permit user to enter different work premises as per requirement	

Item Name:		Enrollment unit	
SI no.	Description	BHEL Specification	Vendor's Remarks
	Make & Model	To be specified by Vendor.....	
1	Usage	Enrollment station shall be used for various administrative function like creating / deleting system operators and managing their profiles / passwords, hardware management, smart card programming / preparation, capture template for all types of readers, card enrollment, card/user modification, system configurations, photo badging & smart card printing, system archiving etc.	
2	Requirements	Each enrollment station shall include a laptop (as per Point no.11), imaging printer, facial recognition enrollment kit, smart card encoder/programmer, HD Quality digital photo camera (as per Point no.10) along with photography setup & photo card preparation module, relevant software.	
3		It should be possible to import previously captured images	
4		Facial pattern template per employee shall be registered and stored in system	
5	Encoder/ Programmer Card Compatibility	MIFARE / MIFARE Plus / DESFire / DESFire EV1/EV2/EV3	
5.1	Card Encoding Time	Less than 5 seconds	
6	Communication Interface	High speed USB 3.0 or better	
7	Frequency	Minimum 13.56 MHz	
8	Facial Recognition template capture	Camera	
8.1	Capture formats	Facial image templates	
8.2	Facial Recognition Enrollment time	< 10 secs	
9	Card Preview and Printing	Vendor should be able to print the card on the printer after image has been accessed and layout selected. It should have print preview option before printing	
9.1	Card Printer	High Definition - Dye Sublimation / Resin Thermal transfer; 300 dpi Print Resolution; 16.7 million colour or better; Print Speed 30 seconds/card for CMYKO (Cyan, Magenta, Yellow, Black, Overlay) printing; Washable, Replaceable card cleaning rollers; CR80 (2.125" H x 3.375" W) Card Stock; Print within 2mm of Card Edge; Card Hopper Feeder with Minimum 100 Card Capacity; Simultaneous Dual Sided Lamination; Capable of buffering cards queued for printing	
9.2	Print Cartridges	Sufficient number of cartridges to prepare Smart Cards as mentioned in the tender scope	
10	Camera for Enrolment	HD Quality (1920 x 1080 or higher) Digital Camera	
11	Laptop	1. X-86 Architecture Based, 64-Bit Supported	
		Microprocessor with minimum 8 cores and 12 Threads, base frequency of 1.7 Ghz or higher, turbo boost of 4.2Ghz or higher, 15W TDP (or lower).	

		2. 12MB Cache or Higher	
		3. Matching Chipset for the quoted Processor	
		4. On-board Graphics feature compatible with supplied OS	
		5. Minimum 16 GB RAM 3200MHz SDRAM upgradeable to 32 GB.	
		6. 512 GB PCIe NVMe SSD M.2 Hard Drive or higher	
		7. Minimum 14" high definition anti-glare LED back lit Screen	
		8. Spill proof/Resistant, backlit keyboard with full size keys	
		9. Integrated High definition audio with integrated speakers and volume control (Hardware/Software). Single audio jack (single pin) for connecting ear phones and mic	
		10. Integrated 100/1000 Mbps port	
		11. Integrated Wi-Fi 6, supporting industry standard IEEE 802.11ax + Bluetooth 5.0 or higher	
		12. Minimum 2 x USB 3.1 Ports, 1 x Type C, Stereo headphone/ microphone combo jack, 1 x HDMI Port. 1 x RJ - 45	
		13. Minimum 3-cell battery capable of providing 6 hours or more backup in standard business environment, ACPI Compliant.	
		14. OEM AC Adaptor suitable for 230V supply	
		15. Should come pre-installed with Windows 11 Professional Edition or latest version with 64bit latest service pack. The latest system drivers should be available on OEM's website for the entire contract period.	
		16. OEM carry bag to be supplied.	
		17. Certification: (a) OS Certification from Microsoft	
		(b) For OEM: ISO 9001 (Latest version)	
		18. OEM warranty including battery (labour, parts, on-site) for the entire contract period	
12	Body Type	The system to be Impact resistant, scratch resistant, weather durable and corrosion free.	
13	Stand	Proper stand shall be provided to mount the camera on LCD including universal clips for Monitor and laptop	
14	Signature Pad & Pen	Digital Signature Pad & Pen along with compatible software for digitizing employee signature, USB Interface	
15	Unicode Compatibility	System should be Unicode compatible so that entries/printing can be made in Hindi also	
16		Photography, facial recognition enrollment, card preparation and lanyard with Card Holder shall be in the scope of successful bidder	
17	Data Transfer	The system should have facility of transferring the data to central server for storage and retrieval and report generation	
18	Certifications	CE, FCC, RoHS, BIS	
19	Enrollment Application	Smart UI / UX for Enrollment and Registration Application, Step wise enrollment process and biometric login facility for Operators, Capable to Enroll Employee, Visitor, Contractor Staff etc in single application and Operator can use based on rights given to various desk	
20	Image Quality	High Quality image in dry, wet and dirt conditions.	
		The software should accept images with high quality levels, or accept best of five attempts.	

Item Name:		2 KVA UPS	
Sr No.	Description	BHEL Specification	Vendor's Remarks
1	Make & Model	To be specified by Vendor.....	
2.	Technology	True online double conversion technology UPS system with IGBT based rectifier / inverter	
3.	Capacity	2 KVA / 1600 Watts	
3.	Input Parameters:		
a.	Voltage	230 VAC, 1 Phase 3 Wire	
b.	Voltage Range	175 V to 300 VAC at full load, 120 V to 300 VAC at 0 to 60 % load	
c.	Frequency	50 / 60 Hz (40 to 70 Hz)	
d.	Power Factor at rated load	>=0.99 at full load	
e.	Current Harmonic Distortion	Less than 10% at full load and nominal input voltage	
f.	OVCD	Required (builtin)	
g.	Isolation Transformer	Required (builtin) at input side	
4.	Output Parameters:		
a.	Voltage	220/230/240 VAC +/- 1%, 1 Phase	
b.	Frequency	50 Hz +/- 0.25 Hz (in Battery Mode) +/- 5% (in Sync)	
c.	THD v	< 3 % for Linear Load ; < 5 % for Non Linear Load	
d.	Overload rating	105 - 110% : 10 min 111 - 130% : 1min 131 - 150% : 3s	
e.	Output waveform	Pure sinewave	
f.	Crest Factor	3 : 1	
g.	Power Factor	0.8 PF	
h.	Over all Efficiency	> 85 %	
5.	Battery Parameters:		
a.	Type of Battery Chemistry	SMF VRLA(Sealed Maintenance Free-Valve Regulated Lead Acid Battery)	
b.	Battery Container/Cover Material	Poly propylene container	
c.	Make	Branded Reputed Made in India	
	End cell voltage	10.5 V per Battery	
d.			
e.	DC Voltage	72 or 96 VDC	
f.	Backup time	240 mins	
g.	VAH	min 5400 VAH	
h.	Battery Rack & Connectors	Powder coated battery rack / stand to be provided	
i.	Charger	Constant Current / Float Charging with Temperature Compensated	
j.	Charging Capacity	10 % of the Battery AH Capacity Mandatory	
h.	Transfer time	0 ms	
6	Cables		
a.	Input, Output Cable	3 Meters UPS cable from Power Point to UPS Shall Be provided as per OEM Recommended standard	

6.	Other Features:		
a.	Static Bypass	Inbuilt	
b.	Transfer time	< 4 ms in Sync Mode	
c.	Bypass parameter configurable via	Required	
7.	Other Features:		
a.	LCD Display	Input Voltage, Frequency	
		Output Voltage, Frequency, Load level	
		Battery Voltage, Level in %	
		Fault Information	
		MIMIC Information	
b.	Protection	Input High / Low, Over Load, Short Circuit, Over Temperature, Battery Over Charge, Surge Protection	
c.	Audible Alarm	Battery Mode, Low Battery, Fault, Over Load, Bypass Mode	
d.	Cold Start	Required	
e.	Auto Restart	Required	
f.	Intelligent Fan Operation	Required	
g.	Generator Compatibility	Required	
h.	Features should be available	ECO Mode, CVCF, 200 / 208 VAC Output	
i.	Connections	Input : Terminal ; Output : 6 Nos 6 A Indian Socket ; Battery : ANEN 2 Poles connector	
j.	Communication Port	RS 232 & USB	
k.	SNMP	Provision should be available	
l.	Noise Level	< 50 dB at 1 meter distance	
m.	Operating Temperature	0 to 40 Deg C	
n.	Humidity	upto 95 % RH Non Condensing	
o.	Altitude	< 1000 meters	
8	Test Report / Certificate	CE (Safety : IEC / EN 62040-1 & EMI / EMC : IEC / EN 62040- 2)	
		The product quoted by the bidder should be BIS Certified for safety for proposed model with Inbuilt Isolation Transformer. BIS : IS 16242 Part 1 : 2014 (Manufacturing address of offered model should be in India - Refer Make in India policy)	
		PeP Certification For Proposed Model to be provided Mandatory	
		Performance test report from any Central Gov Lab / NABL Approved Lab	
		Manufacturer -> ISO 9001, ISO 14001, OEM Plant should have water & air pollution control clearance certificate from respective govt. agency. UPS OEM should have registered office in India from last 10 years (certificate of incorporation and Pollution Control clearance Certificate to be provided)	
9	Warranty :		
a.		5 years for Both UPS and Batteries should include repair or replacement.	
b.		UPS batteries need to be replaced during 30th Month and 60th Month Mandatory	

Annexure-III Product Details & BOM

Sl. No	Description	Units	Quantity (Q)
1	Face Recognition Readers - As per specs	Nos	150
2	Smart card (Proximity) Readers - As per specs	Nos	180
3	Tripod Turnstile - As per specs	Nos	65
4	2 KVA UPS of 6hrs backup	Nos	11
5	Communication/validation software - As per specs	Nos	1
6	Central Application for configuring and monitoring the hardwares as per specs	Nos	1
7	Contactless smart card - Plain white - As per specs	Nos	12000
8	Smart card Printer - As per specs including consumables for 7000 card printing initial + 5000 as and when required later (Total 12,000 cards)	Lump sum	2
9	Card Enrollment setup including Camera, Digital Pen, Smart card with Bio Personalization reader etc excluding desktop	Nos	1

Annexure-IV: 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 authorized signatory only:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile: _____

Email: _____

Stamp & Seal: _____

Annexure-V: Pre-Bid Query Format

Date: __/__/____

Ref Bid Number: _____

Company Name: _____

Representative Details:

Name: _____

Email IDs: _____

Phone Nos: _____

Signatures: _____

Note: Only written queries shall be entertained in the Pre-Bid Meeting. Visiting Card (if available) may also be enclosed.

Format for Queries:

Sl no	<u>Pg no</u>	Clause No	Existing Clause	Query/ Suggestions	Justification
<u>1</u>					
<u>2</u>					

Signed by authorized signatory only:

Annexure-VI: Back to Back Support

Date: _____

To
BHEL

Subject: Back to Back Support

Tender Ref. No.: XXXXXXXX **dated: XXXX**

Dear Sir,

We hereby confirm to provide Back-to-back support to M/s for the items listed below as mentioned in the tender enquiry ref. no. XXXXXXXX dated **XXXX** for the entire contract period of 5 years. The availability of spares would also be ensured for the entire contract period of 5 years.

List of items:

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

(Authorized Signatory)

For _____

Note: This Annexure is to be issued on the letterhead of OEM & enclosed in Part-I Bid.

Annexure-VII: Annual Turnover of Bidder

Sl. No.	Financial Year	Turnover (In Rs. Crores)
1	2022-2023	
2	2023-2024	
3	2024-2025	

Annexure-VIII: Work experience details as per PQC

EXPERIENCE ORDER DETAILS
(As per Qualification Criteria)

Tender Enquiry No: _____, dated --/--/----

S.No.	Description	Experience of Successful Execution		
		Project 1	Project 2	Project 3
1	Work Order Number, date and value (copy to be enclosed)			
2	Name of the customer / company where such system is installed.			
3	Complete postal address of the customer.			
4	Year of commissioning.			
5	Name and designation of the contact person of the customer.			
6	Phone, FAX no. and email address of the contact person of the customer.			
7	Certificate from the customer regarding satisfactory performance (including number of users) for Similar System			

Place:
Date:

Signature with seal

Annexure-IX: EMD Deposit Details

Sl. No.	EMD amount	EMD Details (Cheque no)
1		

Place:
Date:

Signature with seal

Annexure-X: Proforma of Bank Guarantee Instructions/Checklist for Vendors :

- a) Bank Guarantee / BG Extension shall be made strictly as per BHEL's Standard format as available on B2B site.
- b) **Validity date** must be explicitly mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.
- c) **Claim Date** must be mentioned in the BG.
- d) **Confirmation:** As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.
- e) **Stamps:** Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- f) **Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever is higher.**
- g) **Bank Seal and sign of Bank Employee:** BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.
- h) **Place of Invocation must mention on BG.**
- i) **BGs should not be from the co-operative banks**
- j) **BGs can be issued through consortium banks only.**
- k) **Vendors must provide the BG from banks which are already SFMS Compliant. If vendors banks are not SFMS Compliant, a declaration from bank is required.**
- l) **Email ID, phone no, Fax No of bank must mention on BG.**
- m) **Extension/Amendment of BG is required on Rs. 500/- Stamp Paper.**
- n) **Bank Guarantee for Advance Payment** – The BG shall be for 110% of the value of advance.
- o) **Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.**
- p) **Latest Solvency certificate:** Latest Solvency Certificate in original, with **Bank Seal and sign of Bank Employee**, in BHEL's standard format shall be enclosed with Sub Contracting BG.
- q) **BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.**
- r) **DIGITAL SIGNED SECURED EMAIL CONFIRMATION REQUIRED FROM BG ISSUING BANK. (BY CONCERNED BHEL DEPARTMENT)**

******* Kindly make sure that objection has been resolved before sending the BG back to finance.**

Types of Bank Guarantees Format

- | | |
|---|------------|
| a) PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT) | Annexure-A |
| b) PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY | Annexure-B |

BANK GUARANTEE FOR PERFORMANCE SECURITY
(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____(1) through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____(2) hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. _____ dated _____ (3) valued at Rs. _____ (4) (Rupees _____) / _____ (in words _____) for _____(5) (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to _____% (_____ Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, _____ (hereinafter referred to as the Bank), having registered / Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs. _____(6) (Rupees _____) without any demur, immediately on first demand from the Employer and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We, the _____ Bank further agree that 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 / satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We, _____ Bank further agree with the Employer that the Employer 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 Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including _____(7) and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before _____(8), we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Hyderabad shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed _____ (6)
- b. This Guarantee shall be valid upto _____ (7).
- c. Unless the Bank is served a written claim or demand on or before _____(8) , all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Dated:

Place of Issue:

(1) NAME AND ADDRESS OF EMPLOYER i.e., Registered Office, BHEL House SIRIFORT, New Delhi through Unit Bharat Heavy Electricals Limited, HPEP Hyderabad, RC Puram.

(2) NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER

(3) DETAILS ABOUT THE NOTICE OF AWARD / CONTRACT REFERENCE

- (4) CONTRACT VALUE
- (5) PROJECT / SUPPLY DETAILS
- (6) BG AMOUNT IN FIGURES AND WORDS
- (7) VALIDITY DATE
- (8) DATE OF EXPIRY OF CLAIM PERIOD

Annexure-B

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No..... Date.....

To

(Employer's

Name

and

Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No..... (Tender Conditions), M/s. having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of invited by (name of the Employer) through its Unit at (The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the [Name & address of the Bank] having our Registered Office at (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs..... (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer 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 Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand

Annexure-XI: List of Consortium Banks

List of Consortium Banks (BG to be submitted from these Banks only)			
	Nationalized Banks		Nationalized Banks
	Allahabad bank		Vijaya Bank
	Andhra bank		Public Sector Banks
	Bank of Baroda		IDBI Bank
	Canara Bank		Foreign banks
	Corporation bank		CITI Bank N.A
	Central bank		Deutsche Bank AG
	Indian Bank		The Hongkong and Shanghai Banking Corporation Limited
	Indian Oversea Bank		Standard Chartered Bank
	Oriental bank of Commerce		J P Morgan
	Punjab National Bank		
	Punjab & Sindh Bank		Private banks
	State Bank of India		Axis Bank
	State Bank of Hyderabad		The Federal Bank Limited
	Syndicate Bank		HDFC Bank
	State Bank of Travancore		Kotak Mahindra Bank
	UCO Bank		ICICI Bank
	Union Bank of India		IndusInd Bank
	United Bank of India		Yes Bank

Annexure-XII: Bank Account Details for E-Payment

Bharat Heavy Electricals Limited
RAMACHANDRAPURAM, HYDERABAD - 502 032. WEB : www.bhelhyderabad.com
PHONE: 040-23182269, FAX: 040-23021953, E-mail: finance@bhelhyd.co.in
FINANCE & ACCOUNTS DEPARTMENT



HY/ FIN/CM/ 2017-18

DATE: 08/06/2017

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED
B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.
C) Bank Name : STATE BANK OF INDIA
D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.
E) Account No. : 62048154115
F) Account type : Current A/c
G) Bank IFSC Code : SBIN0020075
H) Bank MICR Code : 500002370

Signature of Party : 
Name : (D.SRINIVASA RAO)
Designation : Sr. Accounts Officer/Cash Mgmt.

डी. श्रीनिवास राव
D. SRINIVASA RAO
जुनियर लेखा अधिकारी / वित्त एवम लेखा
Sr. Accounts Officer / Finance & Accounts
बी.एच.ई.एल. हैदराबाद BHEL, HYD-32

TO WHOM SO EVER IT MAY CONCERN

*Certified that the above particulars are found to be correct and matching with our records in respect of the above Beneficiary. This account is utilized for the purpose of collections through **RTGS /NEFT** only and the account is not having a valid **Cheque Facility**.*

(Signature of the Bank Manager)
Seal of Bank: 

Bank Account Details for E-Payment

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED)
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

- 1. Beneficiary Name:
- 2. Beneficiary Account No.:
- 3. Bank Name & Branch:
- 4. City/Place:
- 5. 9 digit MICR Code of Bank Branch:
- 6. IFSC Code of Bank Branch:
- 7. Beneficiary E-mail ID:
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly
submit photocopy of the same

Annexure-XIII: Declaration by Vendor

We declare that following Family Firms or sister concern affiliates / Subsidiary firms are participating in the Tender No.:

1.0

2.0

3.0

.....

I, hereby declare on behalf of M/s and the family firms or sister concern affiliates / subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No.

(.....) For M/s

(Seal & Sign)

Annexure-XIV: Mutual Non-Disclosure Agreement

To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)
(For Suppliers on Units / Divisions PMD)

Framework Confidentiality Agreement Cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20 ____ (<Effective Date=) by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at <BHEL House=, Siri Fort, New Delhi 3 110049 (India), acting through its _____ Unit (hereinafter may be referred to as <BHEL= or <the company=).

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the <Supplier=).

The supplier and the company may, unless the context otherwise requires, hereinafter be collectively referred to as <Parties= or singly as the <Party=.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL / its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with contract(s) (as defined hereunder) placed or to be placed upon the supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

A. <Contract= means the contract entered into with a supplier and includes a Purchase Order, or a Purchase Order for procurement of any goods or for provision of any services.

B. <Effective Date= means the date of this Agreement as mentioned in the preamble of this Agreement.

C. <Supplier= includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.

D. <Technical Information= includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.

E. <Intended Purpose= means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.

F. <Improvement= includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. Agreement deemed to be incorporated in each contract: Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. Ownership:

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non 3 Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended

Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and nondisclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

(b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.

(c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The Obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.

c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.

d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure-XV: Auditor's certificate for percentage of Local Content

Format of Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference to be issued on the letter head of the Audit Firm.

TO,

<Name and complete address of the bidder>

Sub: Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference.

Ref: <Tender Enquiry details>

1. We, <Firm name>, Chartered Accountants, the Statutory Auditors of M/s <Bidders name> ("the Company") have been requested by the company to verify the amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned items including all custom duties), as a proportion of total value. This certificate is required by the company for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017 to ensure local content in minimum % in the above mentioned tender.

Management's responsibility

2. The responsibility for the preparation of the details of total value as well as proportion of value as well proportion of value added in India of the aforementioned items is that of the management of the company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the afore said details. The management is also responsible to ensure local content of minimum 50% in the above mentioned tender for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017. The management also confirms that they are aware that any false declarations in this respect will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial rule for the company or its successors can be debarred for upto two years as per 151(iii) of the general financial rules also with such other actions as may be permissible under law.

Auditor's responsibility

3. Our responsibility is only to examine the details of total value as well as proportion of value added in India of the aforementioned items prepared by the management and to ensure that local content of minimum % in the above-mentioned items as required in the tender. Nothing contained in this certificate, nor anything said or done in the course of, or in connection with the services that are subject to this certificate, will extend any duty of care that we may have in our capacity of the statutory auditors of any financial statements of the company.

4. We have complied with the relevant applicable requirements of the standard on quality control (SQC) 1, quality control for firms that perform audits and reviews of historical financial information, and other assurance and related services engagements, further, our examination did not extend to any other parts and aspects of a legal or proprietary nature in the previously mentioned details.

5. We have been provided and verified the following documents in this regard; (a) bill of materials, i.e.

details of raw and other materials used for production of aforesaid items; (b) sample invoices of raw & other materials procured by the company, and (c) other relevant details in respect of the above including written management representations. We have also relied on management representations that the entire raw and other material is fully indigenous and % value has been added in India.

Conclusion

6. Based on the procedures performed by us as referred in paragraph 3 to 5 above, and according to the information and explanations given to us, we confirm that amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value is <Mention the percentage> (fully indigenous) i.e. the above items is within the limits of minimum threshold of % as required for availing purchase preference under public procurement (preference to make in India), order 2017.

Restriction on use.

7. This certificate is issued at the request of the company for onward submission to M/s Bharat Heavy Electricals limited(BHEL), Hyderabad in respect of tender enquiry <Tender reference>. This certificate should not be used for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability of any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For <Audit Firm Name> Chartered Accountants Firm Registration number:

Signature of Partner Membership Number:
UDIN:

Annexure-XVI: BHEL Terms & Conditions Health, Safety & Environment

Rules To Be Observed, (while inside BHEL premises):

- 1.1 BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- 1.2 Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- 1.3 No workmen shall enter BHEL in inebriated condition.
- 1.4 Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.

2. SAFETY:

- 2.1 No workman shall be below the age of 18 years on the date of starting work in BHEL.
- 2.2 List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of Purchase Order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- 2.3 At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc. For other consumable nature of PPEs such as masks, ear-buds, muffs gloves, inspection at workplace, by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- 2.4 For such items as Safety shoes, Aprons, Uniform etc. which are worn by the workmen on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- 2.5 The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- 2.6 Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

3. ENVIRONMENT:

- 3.1 For any Chemicals, Paints or oils etc. that the contractor may be required to be brought inside factory, the empty drums, containers etc. shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out.
- 3.2 No oil or chemical etc. shall be drained in the drains or water pools inside factory.

4. HEALTH

- 4.1 As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate of Physical Fitness from a registered Medical doctor of current date mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice.

5. ROAD SAFETY:

- 5.1 All vehicles brought inside the factory by contractor, shall have valid registration. The drivers or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
- 5.2 Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for motor vehicles. Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the Contractor.

6. GENERAL SAFETY ASPECTS:

All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL factory:

- a. BHEL's HSE policy shall be honored at all times.
 - b. PPEs shall be used as required at the work-place
 - c. No unsafe act shall be indulged-in, by the workmen.
 - d. Special written permission for working at heights shall be obtained by contractor.
 - e. Medical clearances as required for work shall be submitted before start of work.
 - f. While working at any machine tool area etc., BOTs, Cranes etc. no mobile phone usage is allowed.
 - g. No loose clothings like shawls, mufflers, dupatta etc. should be worn near machine tools.
 - h. Smoking is prohibited at all times inside factory.
 - i. No make-shift arrangements shall be made for any engineering shop-floor work
 - j. Compressed air shall not be used for area or personal cleaning/de-dusting.
 - k. All stipulations of the Factories Act shall be honored and observed by contractor's workmen.
7. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on:

(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery, Process)

- 7.1 Revolving Machinery,
- 7.2 Pressure Vessels,
- 7.3 Lifting Devices,
- 7.4 Power Presses,
- 7.5 Work at heights,
- 7.6 Any confined space,
- 7.7 Electrical Equipment
- 7.8 In the vicinity of other hazardous process/machinery

To be signed by contractor

(as proof of having read & agreed for compliance)

Annexure-XVII: Integrity Pact

BHEL-IP

AA:SSP:IP:R05 dtd 28-01-2026

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor(s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/
Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)	(2)
Name: _____	Name: _____
Deptt: _____	Deptt: _____
Address: _____	Address: _____
Phone: (Landline/ Mobile) _____	Phone: (Landline/ Mobile) _____
Email: _____	Email: _____
Fax: _____	Fax: _____

Annexure-XVIII: Contract Agreement

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)

.....
.....

CONTRACT AGREEMENT

AGREEMENT NO. _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF AWARD NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND
M/S _____

_____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.--- -----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Award No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

- (i) That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Award dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
- (ii) The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
- (iii) The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs. -----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs. -----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs. -----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs. -----(Rs. ----- vide

Bank draft No.-----dated -----and by adjusting EMD of Rs. -----submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

- a) The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.-----
----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. -----
OR
In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.
- b) That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- c) That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- d) That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.
- e) That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
- f) That this Agreement shall be deemed to have come into force from ----- the date on which the letter of Award has been issued to the Contractor.
- g) That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- h) That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

- i) That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.
- j) That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
- k) That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
- l) It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

m) The following documents

1. Invitation to Tender No-----and the documents specified therein.

2. Contractor's Offer No-----dated-----.

3. _____

4. _____

5. _____

4. Letter of Award No. _____ dated _____.

5. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)

(to be signed by a person holding a valid Power of Attorney)

2.

WITNESS

(For and on behalf of BHEL)

1.

2.

Annexure-XIX: Indemnity Bond

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Power Sector-_____Region, _____,

State. (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of “xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx”.

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor , the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers’ fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

- i) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
- ii) The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format-30** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-31** hereto.
- iii) The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
- iv) The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-32**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-29**.
- v) The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
- vi) The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
- vii) The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the

Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

- viii) Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- ix) In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- x) Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- xi) When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- xii) In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- xiii) Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
- xiv) In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, services may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- xv) The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- xvi) Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution

(BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

- xvii) In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- xviii) A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- xix) The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- xx) Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- xxi) Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- xxii) The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

xxiii) The Conciliator(s) shall be entitled to following fees and facilities:

Sl. No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs. 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more	As per entitlement of the equivalent officer (pay scale wise) in BHEL.

	than E-8 level of BHEL)	
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- xxiv) The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- xxv) If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- xxvi) The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- xxvii) Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- xxviii) The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents.

- The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
- xxix) The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- xxx) The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- i** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - ii** admissions made by the other party in the course of the Conciliator proceedings;
 - iii** proposals made by the Conciliator;
 - iv** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- xxxi) The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- xxxii) None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- xxxiii) The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- xxxiv) The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Annexure-XXI: Tripartite Agreement

FINANCE LEASE CUM HIRE PURCHASE AGREEMENT (TRIPARTITE)

THIS FINANCE LEASE AGREEMENT executed on this _____ day ____ of, (_dd /_mm/yyyy) at [place].

BETWEEN

[Name of the Company], a Company incorporated under the Companies Act, 1956, having its Registered Office at [Address of the company] REPRESENTED by its **Financing Account Manager, [Name of Finance Manager]** herein after called the **LESSOR** (which expression shall, unless repugnant to the subject or context thereof include its successors and assigns) of the first part.

AND

BHARAT HEAVY ELECTRICALS LIMITED a Company incorporated under the Companies Act,1956, having its Registered office at BHEL house, Siri Fort, New Delhi 110049, through one of its units at [Name of the Unit], represented by its competent authorities Sri. [Name and designation] hereafter called **the LESSEE** (which expression shall unless repugnant to the subject or context thereof include its successors and assigns) of the second part.

AND

[Name of the vendor] a Firm incorporated / a Company incorporated under the Indian Partnership Act 1932 / Companies Act, 1956 having its Principal Office at [address of the vendor] represented by its Managing Partner/The designation, Mr. (Name) hereinafter called **the VENDOR** (which expression shall unless repugnant to the subject or context thereof include its successors and assigns of the third part.

Whereas the **LESSEE** has placed a purchase order no. [PO No.] dated [dd]/[mm]/[yyyy] on the **VENDOR** for Supply, Installation and Maintenance of Services Equipment described in Schedule A to the said purchase order for a period of 5 years on finance lease rental basis. Further, Lessee shall place Purchase order on Lessor for supply of equipment on Financial Lease. Such equipment shall be supplied by vendor to Lessee.

Whereas, the **LESSOR** and the **VENDOR** through this Agreement have impliedly entered into a business arrangement for leasing out the Equipment more fully described in Schedule A to the **LESSEE** on certain terms and conditions mentioned in this Agreement.

And whereas the **LESSOR** has offered to purchase from the **VENDOR** the said equipment more fully described in **Schedule A** hereto (herein after referred to as the Equipment) at the acquisition cost specified in **Schedule A** to this Agreement for leasing the same to **LESSEE** upon the terms and conditions contained herein.

And whereas the **LESSEE** has offered to take on lease the Equipment so purchased by the **LESSOR**, and the **LESSOR** has agreed to lease out the Equipment to the **LESSEE** upon the terms and condition contained herein.

And whereas the **VENDOR** has agreed to supply the Equipment purchased by the **LESSOR** and install the Equipment in the premises of the **LESSEE** at desired places and provide maintenance services to the **LESSEE** subject to the terms and conditions of this agreement.

1. DEFINITIONS

In this agreement, unless context otherwise so requires, the following expressions shall have the following meanings viz:

1.1. Agreement

Shall mean this Tripartite Agreement.

1.2. Clause

Shall mean clause of this agreement and accordingly the word Sub-Clause shall mean Sub- Clause of a clause of this agreement.

1.3. Commencement Date

Shall mean the date of installation of this Equipment as mentioned in the Order [PO No.] dated [dd]/[mm]/[yyyy] as confirmed by the **LESSEE** to the **LESSOR** by signing an Acceptance Certificate in the form of Schedule D to this Agreement and inserting the Acceptance Date.

1.4. Equipment

Shall mean all the articles and things described in **Schedule - A** to this Agreement purchased by the **LESSOR** from the **VENDOR** and leased to the **LESSEE** and includes any individual items contained in the Equipment and all alterations, replacements and / or additions to the Equipment or any item or part thereof during the period of this Agreement.

Provided that where there is more than one item of Equipment, the lease hereunder shall be deemed to be of each such of Equipment individually and the provisions of this agreement shall be applicable independently to each such item of Equipment individually, whether or not such item of Equipment be of same or similar description or use, or is to be placed at the same location.

1.5. Lease Period

Shall mean five years from the Acceptance Date specified in the Acceptance Certificate which is non-cancelable by the **LESSEE** or the **LESSOR** except as provided herein.

1.6. Rental

Shall mean the lease rental to be paid by the **LESSEE** to the **LESSOR** as mentioned in **Schedule – B** of this Agreement.

1.7. Maintenance Fee

Shall mean the maintenance fee payable by the **LESSEE** to the **VENDOR** as specified in **Schedule – C** of this Agreement.

1.8. Schedule

Shall mean the schedule or schedules, which may now or from time to time be incorporated hereunder as an integral part of this agreement.

1.9. Lease

Shall mean the lease of the Equipment by the **LESSOR** to the **LESSEE** on FINANCE LEASE basis (wherein all the risks and rewards incidental to the ownership of the leased assets is transferred to the **LESSEE** at the inception of the lease as per AS-17 (Accounting Standard 17) issued by the Institute of Chartered Accountants of India) and the grammatical variations or cognate expressions of the term shall be construed accordingly.

1.10.Commissioning

Installing and configuring the Equipment that form part of the Purchase Order No [PO No.] dated [dd]/[mm]/[yyyy].

2. BASIC TERMS OF LEASE

- 2.1.** The **LESSEE** will avail Income Tax Depreciation since all the risks and rewards incidental to ownership is transferred to the **LESSEE** as per AS-17 issued by ICAI.

The supply of the Equipment to the **LESSEE** is on the basis of finance lease rentals. The purchase orders issued by **LESSOR** on the **VENDOR** will be the effective purchase order for this transaction to establish the ownership of the Equipment and **LESSOR** will be the sole and full owner of the Equipment. **LESSEE's** only rights to the Equipment are as a lessee under this Agreement. **LESSEE** shall hold the Equipment as lessee and shall not contest Lessor's sole and exclusive ownership of the Equipment

Equipment may not be moved to a location outside India. If **LESSEE** wishes to move Equipment from the location specified in Schedule A to another of **LESSEE's** business locations in India, **LESSEE** must first give notice to **LESSOR**. Lessor's prior consent to such a move is required but may not be unreasonably withheld, delayed or conditioned as long as the Equipment remains in **LESSEE's** possession and control.

- 2.2.** If **LESSOR** has not already done so, then upon execution of this Agreement, **LESSOR**, agrees to release confirmed regular Purchase Order for the Equipment as defined in **Schedule A** in favor of the **VENDOR**.
- 2.3.** After purchase of the Equipment by the **LESSOR**, the **VENDOR** will ensure delivery, installation and commissioning of the Equipment at the **LESSEE's** premises located at [Place] as per the Purchase Order No [PO No.] dated [dd]/[mm]/[yyyy]
- 2.4.** The entire risk, cost or any outgoing pertaining to the delivery and installation of the Equipment shall be borne by the **VENDOR**. **LESSOR** will have no obligation to pay the purchase price for the Equipment until the **LESSEE** has confirmed the due delivery and installation of the Equipment by signing the Acceptance Certificate attached as **Schedule D**.
- 2.5.** The **LESSOR** hereby gives on lease and the **LESSEE** hereby takes on lease the Equipment for the Lease Period subject to the terms of this Agreement.
- 2.6.** All the terms and conditions mentioned in the NIT shall form an integral part of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions hereafter set forth, the parties hereto agree as follows: -

3. LESSEE'S CONFIRMATION

Upon receiving delivery, installation and commissioning of the Equipment from the **VENDOR**, the **LESSEE** will certify that the Equipment are as per specifications provided by the **LESSEE** to the **VENDOR** by signing the Acceptance Certificate in the form of **Schedule D**.

The **LESSOR** agrees to pay the Purchase Price for the Equipment to the **VENDOR** immediately after the **LESSEE** signs the Acceptance Certificate and gives it to the **VENDOR** as per Schedule D.

4. LESSOR'S RIGHT TO LEASE

The **LESSOR** guarantees that upon paying the purchase price for the Equipment to the **VENDOR**, the **LESSOR** has the right to lease the Equipment to the **LESSEE** under this Agreement.

5. LESSOR'S COVENANTS

The **LESSOR** hereby covenants that they undertake to comply with the terms and conditions stipulated in the Purchase Order no. **[PO No.] Dated [dd]/[mm]/[yyyy]** placed by the **LESSEE on the Vendor**, which will form part and parcel of this Agreement. Except as provided under the clause 22 of this agreement, in the event of any conflict between the terms of this Agreement and the terms of the Purchase Order Number **[PO No.]**, the Purchase Order No. dt. shall prevail.

The **LESSOR** shall not divert the equipment after purchase or acquisition of the Equipment to any third party. The **LESSOR under any circumstances** shall not disturb the possession of the equipment with the **LESSEE**, during the currency of the agreement subject to **clauses 7, 18 and 19** of this Agreement. **Lessor** shall not lien, attach, hypothecate, mortgage, etc., any of the equipment which is in possession with the **LESSEE**.

6. LESSEE'S COVENANTS

6.1. LESSEE NOT TO PART WITH POSSESSION AND RISK OF LOSS

LESSEE shall not part with possession of the Equipment or any part of it to any third party, without the prior written consent of the **LESSOR**, which the **LESSOR** may decline without assigning any reason.

6.2. LESSEE NOT TO CONVERT THE PROPERTY AND ALLOW FIXING OF NAME PLATE OF LESSOR

LESSEE shall not in any way impair the identifiability, ascertainability, severability and re-deliverability of the Equipment during the currency of the Lease period. **LESSEE** will allow affixing of nameplate or other perishable mark on the Equipment identifying the leased Equipment covered in **Schedule A** and not to allow or permit the same to be removed or defaced during the currency of the Lease period.

6.3. LESSEE TO MAKE PROPER USE OF THE EQUIPMENT

LESSEE shall use and operate the Equipment carefully in the same way as would have been the case with the **LESSEE'S** own Equipment. **LESSEE** must at all times operate and **VENDOR** shall maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturers' and/or supplier's specifications and recommendations. **LESSEE** must not do or omit to be done any act or thing that would result in the warranties and performance guarantees given by the supplier or manufacturer being invalidated or unenforceable, either wholly or in part, and

LESSEE shall ensure that the Equipment is operated by suitably trained personnel for the purpose for which it is designed and manufactured.

7. INSPECTION BY THE LESSOR

The **LESSEE** shall permit the **LESSOR** or any person authorized by the **LESSOR** at all reasonable times (immediately in case of an emergency) to inspect, view and examine the state and condition of the Equipment and for that purpose permit the **LESSOR** or any person authorized by the **LESSOR** to enter the premises where the Equipment is used or stored. The **LESSOR** shall give One Week Notice for any such inspection / examination. Provided further, the **LESSOR** hereby agrees that no such inspection or examination of the state and condition of the Equipment will be made within a period of less than three months from the date of the previous inspection / examination. The **LESSOR** hereby permits immediate inspections/examinations of the state and condition of the Equipment, in case of any emergency, only twice a year.

8. INSURANCE

- 8.1.** The **VENDOR** shall keep the Equipment insured with an insurer acceptable to **LESSOR** which covers against all risks loss up to its full replacement value. **VENDOR** must promptly produce evidence of current insurance policies and of payment of premiums whenever reasonably requested by **LESSOR**.
- 8.2.** In the event of failure on the part of the **VENDOR** to maintain the insurance required under **clause 8.1** or to pay the insurance premium as above, the Vendor agrees that the **LESSOR** may purchase such insurance itself or pay the insurance premiums as above and shall forthwith on receipt of a notice of demand from the **LESSOR** reimburse all sums so paid by **LESSOR** together with interest. On receipt of demand notice from **LESSOR** to the **LESSEE**, the **LESSEE** may pay the insurance premium amount from the payments due and payable to the **VENDOR**.
- 8.3.** An item of Equipment suffers a Casualty Loss, if the Equipment is lost, destroyed, stolen or damaged beyond repair. If a Casualty Loss occurs, **LESSEE** shall promptly notify **LESSOR** and/or **VENDOR** within 30 days from the date of knowledge of occurrence of such Casualty Loss to the **LESSEE** or by the next Rent payment date whichever is later.

For filing of insurance claim by the **VENDOR** and / or **LESSOR** for any casualty loss of the Equipment or part of the Equipment, following documents may be provided by the **LESSEE** to the Insurance Company:

- a. Letter of the **LESSEE** confirming happening of the Casualty Loss.
- b. Copy of the Complaint filed by **LESSEE** and / or **VENDOR** before the Police Authorities regarding Casualty Loss.
- c. Copy of FIR/ Non-traceability Certificate issued by the respective Police Authorities in case of stolen/ Theft Equipment.

In the event of occurrence of any Casualty Loss irrespective of the status of the insurance claim filed against such casualty loss, the **VENDOR** and/or **LESSOR** shall replace / substitute Equipment, to the **LESSEE** within **EIGHT (8)** weeks from the date of occurrence of such Casualty Loss.

Substitute Equipment means a substantially equivalent or better item of hardware or software having equal or greater capabilities and equal or greater fair market value manufactured or licensed by the same manufacturer or licensor as the item of hardware or software which it

is to replace under this Agreement. **LESSEE** acknowledges and agrees that Substitute Equipment is **LESSOR's** property.

Notwithstanding anything contained herein, the **VENDOR** and/or **LESSOR** shall be fully responsible for all renewal of insurance of equipment from time to time. If the claim(s) amount is rejected by insurance company for whatsoever reason, the **LESSEE** will not be responsible and shall not be liable to pay such amount.

9. DISCLAIMER OF ANY WARRANTY

- 9.1.** The **LESSOR** has not at any time made nor does it hereby make any representation or warranty whatsoever with respect to the merchantability, quality, conditions or durability of the Equipment;
- 9.2.** All Equipment will be used for business purposes only and for the purpose for which it is designed;
- 9.3.** The **VENDOR** hereby confirms that it makes and accepts all representation or warranty whatsoever with respect to the merchantability, quality, conditions or durability of the Equipment.

10. VENDOR'S COVENANTS

The **VENDOR** hereby covenant that they undertake to comply with the terms and conditions stipulated in the Purchase Order No. **[PO No.]** Dated **[dd]/[mm]/[yyyy]** issued by the **LESSEE** which form a part and parcel of this agreement

11. Liability towards quality of the equipment:

Both the **LESSOR** and the **VENDOR** hereby accepts liabilities on any account pertaining to the quality of the Equipment leased to the **LESSEE**. The liability towards the **LESSEE** is restricted to the value of the contract of the items supplied by the **VENDOR** with the support of **LESSOR**.

12. MAINTENANCE

The **VENDOR** shall be responsible for the continuous and smooth operation of the Equipment for the entire lease period as mentioned below for a consideration, which is incorporated as a part of equipment as in **Schedule A** and the Maintenance Charges as in the **Schedule C** to be paid by **LESSEE** to the **VENDOR**.

- 12.1.** Maintenance services shall cover services, repairs, and replacements necessary to keep the Equipment in good working condition and use of the Equipment by the **LESSEE**.
- 12.2.** **VENDOR** shall be responsible for running the Equipment at the uptime as per details given below:

The successful bidder shall ensure that the following SLA parameters are met:

Penalty for SLA Non-Conformance:

At the end of each quarter downtime will be calculated for all the systems (hardware and software). A device will be considered up, when it is possible to get a print using the System device with all its

components working properly. Failure of any individual component of the device will be considered as a failure of the complete device and penalty will be calculated as per line item cost of that particular device.

Downtime will be calculated on per quarter basis and class of location provided in Annexure-IV. Penalty

due to non-availability / absence of RE

In case engineers go on leave /absence, suitable replacement of manpower has to be arranged by successful bidder to ensure that regular functioning of service. If replacement resource is not provided in absence of resident engineers, deductions will be made on pro rata basis of Residential Maintenance Engineer Charges.

The deductions will be made as per the following formula: Downtime calculation for System:

In addition to breakdown of Biometric Access Control and Attendance Recording System and other accessories during operating hours, preventive Maintenance and non-operation for want of consumables are also counted as downtime. Downtime calculation is as follows:

Operating hours per month = $30 \times 8 = 240$ hrs. (considering 30 days per month, 8 hours per day)

Operating hours for 99% uptime per month = $240 \times 99\% = 237.60$ Hrs. Maximum downtime allowed per month = $240 - 237.60 = 2.4$ Hrs.

If 99% uptime is maintained in every month of a quarter, 100% Running charges will be paid for that quarter. Running charges includes maintenance, consumables and resident maintenance engineer charges. If less than 99% uptime, proportionate reduction will be made in running charges. For example, in case of 96.2% uptime, 0.8% ($99\% - 96.2\%$) of Running charges will be deducted for the month in that quarter. If deduction is more than the quarterly running charges, the excess deduction will be recovered in the next quarter running charges.

Note:

- All components of the System installed in the BHEL HPEP Hyderabad (as per the BOM) shall be treated as a single unit for the purpose of downtime calculation.

The downtime for an item will be deducted from the quarterly maintenance charges for that item as per order.

If the uptime for equipment / system falls below 95% continuously for 3 months, BHEL reserves the right to demand that the system / equipment be replaced by the Bidder, without any extra charge. If the availability of the system or part thereof is continuously below 85% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.

13. **LESSEE shall be finally compensated for any short fall in the guaranteed uptime as specified hereunder:**

The penalty amount so computed may be deducted from the payment towards the maintenance fee payable to the **VENDOR**. The total deduction due to downtime per quarter shall be limited to the quarterly maintenance charges. If the cumulative deduction due to downtime and absence of RE exceeds the quarterly maintenance charges, then the balance penalty amount shall be deducted from maintenance charges of subsequent quarter from **VENDOR's** bills.

14. **IMPOSTS, TAXES AND OTHER CHARGES**

LESSEE agrees that the lease created under this Agreement is a net lease and that **LESSEE** will pay all tax costs connected with the lease, such as GST. Any fresh levies/ duties/taxes

imposed by Govt. subsequent to the date of Purchase Order shall be borne by the **LESSEE**.

If **LESSEE** is required by any law or regulation to make any deduction or withholding with respect to any amount payable under this Agreement, **LESSEE** shall recover such amounts at applicable rates and pay the net amount to the **LESSOR** and/or **VENDOR**. Necessary tax declaration forms shall be provided by the **LESSEE** to the **LESSOR**.

Valid documents and compliances regarding taxes and duties for availing Input Tax Credit if any should be furnished by the **VENDOR** and/or **LESSOR** to the **LESSEE**. If any relevant documents are not furnished to the **LESSEE** to avail Input Tax Credit, the same will not be paid to the **LESSOR** and/or **VENDOR** as the case may be. Due to defaults of the **LESSOR** and/or **VENDOR**, if any imposts / penalty / incremental duty / interest is charged, it should not be passed on to the **LESSEE**.

For the purposes of this clause VAT means any value added tax, any goods and services tax or any like tax (including any interest, fines and penalties) payable on the sale of goods or provision of services in India or in any state in India.

15. CONSIDERATION FOR THE LEASE - LEASE RENTALS AND MAINTENANCE FEE

The **LESSEE** will pay the Rentals to the **LESSOR** and the Maintenance Fee to the **VENDOR** in accordance with Schedule B and C.

16. OBLIGATION TO PAY LEASE RENTALS AND MAINTENANCE FEE

Unless provided otherwise, the **LESSEE** shall pay the Lease Rentals regularly and punctually.

The **VENDOR** agrees that that the **LESSEE** can exercise any of the rights under this Agreement or Purchase Order Number [PO No.] to make deductions against or otherwise withhold payment of lease rentals or any amount due by the **LESSEE** to the **LESSOR** in circumstances contemplated under provisions of this contract.

17. PAYMENTS OF RENTALS AND ARREARS IN RENTALS

- 17.1.** Rental and Maintenance Fee accounts are calculated quarterly in arrears. The **LESSOR** will raise the bills on the **LESSEE** on a quarterly basis on the Lease rental amount and the **VENDOR** will raise the bills on the **LESSEE** on a quarterly basis on the Maintenance Fee amount (as appropriate).
- 17.2.** The amounts payable by the **LESSEE** under clause 17.1 with respect to each quarter during the Lease Period are specified in Schedules B and C respectively. The first such bill of the Site (as specified in the **Schedule B and C**) will be raised on completion of first calendar quarter from the date of the certificate of acceptance for the site on pro rata basis. Subsequent bills shall be raised on completion of each calendar quarter from the date of the first bill. The final bill shall be on the pro rata basis on the left-over days of the last calendar quarter.
- 17.3.** **LESSEE** reserves the right to retain the equipment at the end of the lease period by making a terminal payment of ₹.00 per Work / Purchase Order. On such payment of ₹/- to the **LESSOR**, the ownership of all equipment in WO/PO shall be transferred to the **LESSEE** and thereafter the **LESSEE** shall be the owner of the equipment(s) automatically. The **LESSOR** shall not have any claim(s) over the equipment(s). In case **LESSEE** decides not to retain the Equipment, dismantling and removing the Equipment from the premises of the **LESSEE** shall be at the **LESSOR/Vendor's** cost.

18. BREACH OF CONTRACT, REMEDIES AND TERMINATION

In case of breach of contract such as non-compliance to supply, install, configure, SLA parameters, unsatisfactory service etc. **LESSEE** reserves the right to terminate the contract in full or part and **LESSEE** shall recover 10% of the contract value. The recovery shall be done from security instruments like performance bank guarantee available with LESSE for this contract, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with **LESSEE**) or legal remedies be pursued.

VENDOR and/or **LESSOR** shall continue the performance of the contract under all circumstances to the extent not cancelled.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

19. REPOSSESSION OF THE EQUIPMENT BY THE VENDOR/LESSEE ON TERMINATION

19.1 Upon termination of this Agreement as defined herein above during the currency of this agreement, if LESSEE doesn't want to retain the equipment and intimates VENDOR and/or LESSOR to take back the possession of the equipment as is where is basis, the VENDOR and/or LESSOR shall take back the possession of the equipment and remove it from LESSEE's premises. If the VENDOR and/or LESSOR fails to remove and/or re-possess the Equipment within 30 days from the date of intimation, then VENDOR and/or LESSOR shall be liable to pay to the LESSEE an amount equal to 0.005% of the contract value towards retention charges/ground rent. If the LESSOR and/or VENDOR fails to remove and/or repossess the Equipment within 60 days from the date of intimation, the LESSEE reserves the right to sell the equipment. The sale proceeds so received shall be returned to the LESSOR after deducting the retention charges/ground rent plus an overhead charge of 5% of the sale proceeds and any other charges that may be payable to the LESSEE as per the contract. No other compensation of any kind whatsoever shall be payable by the LESSEE to the LESSOR for sale of equipment due to the failure of LESSOR to remove the equipment within a period 60 days from the date of intimation.

19.2 If **LESSOR** is entitled to repossess Equipment pursuant to **Clause 18** of this Agreement and without prejudice to the rights of the LESSEE, the LESSOR shall remove or repossess the Equipment. The LESSOR shall remove the equipment at its own cost by itself, its servants or agents from any buildings or premises where the Equipment is situated or is reasonably believed by the LESSOR to be situated for the time being. BHEL's liability towards such re-possession of the equipment by the LESSOR shall be limited to provide necessary gate-passes for entry of LESSOR or its representatives / agents to the premises.

20. ALL INDEMNITIES TO SURVIVE THE AGREEMENT

All indemnities and covenants as contained in **Clause 4, 5, 6 and 26** under this agreement shall survive the termination of the Agreement or expiry of the lease as the case may be.

21. GENERAL CONDITIONS

21.1 Service of Notices

Any notice issued by the parties hereto shall be in writing and sent by Registered Post Acknowledgement Due, speed post, email to the other party to the address first above written.

21.2 Time to be Essence of this Agreement:

Time shall be the essence of this Agreement for all the three contracting parties in so far as it relates to the observance or performance of all or any of its obligations including payment of any sum hereunder.

21.3 Waiver or Remission not to have precedent value over Demands or Notices Waived.

The failure of the **LESSOR** to insist upon the punctual performance of any of the obligations of the **LESSEE** hereunder, or the failure of the **LESSOR** to exercise any right or remedy available to the **LESSOR**, under this Agreement or any failure of the **LESSOR** to require payment from or by the **LESSEE**, when due of any sum owing hereunder, or any extension of credit or any forbearance on the part of the **LESSOR** shall not constitute a waiver by the **LESSOR** of any subsequent or continuing default by the **LESSEE** under this Agreement nor shall the same prejudice affect or restrict the rights and powers of the **LESSOR** hereunder.

The failure of the **LESSEE** to insist up on the punctual performance of any of the obligations of the **VENDOR** or **LESSOR** hereunder or the failure of the **LESSEE** to exercise any right or remedy available to **LESSEE** under this Agreement or any failure of the **LESSEE** to require any contractual obligations or any forbearance on the part of the **LESSEE** shall not constitute a waiver by the **LESSEE** nor shall the same prejudice or affect or restrict the rights and powers of the **LESSEE** hereunder.

21.4 Agreement to be sole and Exclusive

This Agreement between the parties hereto shall be capable of variation in writing by a Note of Amendment signed by and on behalf of the **LESSOR**, the **VENDOR** and the **LESSEE**.

If any provision of this Agreement is prohibited by or invalid under any law, that provision will be ineffective only to the extent of the prohibition or invalidity. The remainder of the affected provision and all other provisions of this Agreement are unaffected by the invalidity and the parties shall continue with the obligations entered in this Agreement unless and otherwise the invalid provision affects the whole object of this Agreement.

21.5 INTEREST CLAUSE:

“No interest shall be payable by **LESSEE** on earnest money or security deposit or any money(s) due to the **LESSOR** and/or **VENDOR** by **LESSEE**.”

21.6 LIMITATION OF LIABILITY:

Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. Neither party's liability for any direct damages resulting from its performance or failure to perform hereunder shall exceed the total contract price.

However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Lessor/vendor, or to any obligation of the Lessor and Vendor to indemnify the Lessee with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.

21.7 LABOUR LAWS

The **VENDOR** shall ensure abidance of all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI

Act, 1948, Provident Fund Misc. Prov. Act 1952, Child Labour (Prohibition & Regulation) Amendment Act, 2016 and all other applicable Laws as amended from time to time w.r.t. to its employees/agents placed at **LESSEE's** premises for performing its contractual obligations or part thereof.

The **VENDOR** at its own costs shall provide adequate training, safety gadgets, instruments, dress etc. to its employees/agents placed at **LESSEE's** premises for performing its contractual obligations or part thereof.

The **LESSEE** instructions as issued from time to time in regard to working hours, wages, leave, holidays, bonus, health, etc. shall be abided by the **VENDOR** and its employees/agents in letter and spirit.

The **VENDOR** shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in **LESSEE's** premises under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to **LESSEE** on or before the date of commencement of contract.

The **VENDOR** shall attend all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.

Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the Lessor and vendor liable for penal action including termination of contract.

21.8 FORCE MAJEURE:

If at any time during the continuance of this agreement, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Events duly certified concerned authorities by either party to the other within **Fifteen (15) days** from the date of occurrence.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party due to occurrence of the said events.

Due to said events if the equipment's are damaged or destroyed, **LESSOR** and/or **VENDOR** shall replace the equipment's within 4 weeks from the date of occurrence of event. **LESSEE** shall not be responsible for any loss caused to other party due to the said events. In case the force majeure event continues even after 4 weeks of occurrence of the force majeure event, **LESSOR** and/or **VENDOR** may seek time extension and shall replace the equipment after a mutually agreed time by **LESSEE**, failing which penalty will be levied as per **clause 12.2(and its sub-clauses)** of this agreement.

21.9 Interpretation of Words

Words importing the plural shall, except where the context otherwise requires, include the singular and vice-versa. Clauses including headings shall not control the otherwise clear meaning of the text within the relevant clause, but such heading may be used to clarify the intention in case the same is not clear.

21.10 This lease transaction shall be considered as finance lease in terms of Accounting Standard

22. ARBITRATION

This agreement shall be governed by applicable Law that is Indian Law and the Courts having the territorial jurisdiction over the respective ordering location shall have exclusive jurisdiction in the matter in case of any legal dispute.

ARBITRATION & CONCILIATION CLAUSE:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding arises (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Except as provided elsewhere in this Agreement, in case amicable settlement is not reached between the parties, in respect of any dispute or difference, arising out of the Agreement formation, breach, termination, validity or execution of the contract ; or the respective rights and liabilities of the parties ; or , in relation to interpretation of any provision of Agreement ; or , in any manner touching upon the Agreement, then , any party to this Agreement may , by a notice to the other party refer such dispute or difference to the arbitration tribunal. The Notice shall be addressed to the Head of the concerned ordering location of BHEL and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of such location of BHEL shall offer names of three proposed Arbitrators to the invoking Party/ Parties advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party/ Parties regarding the Arbitrator chosen from among the names so offered, the Head of such location of BHEL and the invoking Party/ Parties, shall jointly appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be the respective place of the concerned ordering location of BHEL. The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 as amended from time to time.

23. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The Agreement shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 22 of this contract, the Civil Court having the original territorial jurisdiction over the respective Units/Regions (i.e. Location) from where PO is released for the required equipment shall alone have exclusive jurisdiction in regard to all matters in respect of the Agreement.

24. INFORMATION SECURITY REQUIREMENTS

The **VENDOR /Service Engineer** should abide by ISMS policies of BHEL.

25. GENERAL

It is confirmed that the authorized signatories of all the three-body corporate are authorized by their respective competent authority to execute this tripartite lease agreement and affix the common seal, where applicable.

This tri partite agreement is prepared in triplicate and each contracting party will retain one original for their records and reference.

26. INDEMNITY

VENDOR shall defend, indemnify and hold harmless **LESSEE** from and against any and all Third Party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Equipment supplied, installed and Leased to **LESSEE**, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, Civil, Criminal or any other action.

27. INFRINGEMENT CLAIM:

The term Infringement Claim means any claim that the manufacture, use, offer to sell, sale, Lease or other exploitation of any Product infringes, misappropriates or otherwise violates any patent right, copyright, trademark right, trade dress right or other intellectual property right of any Third Party in any jurisdiction worldwide, use by **LESSEE** of the Product in connection with or in combination with any hardware, software, network system, network protocol, products, equipment, material, content, information or data not supplied, installed by the by **LESSOR** and/or **VENDOR**.

28. INDEMNIFICATION DEMAND TO DEFEND

If **LESSEE** makes a demand for **LESSOR** and / or **VENDOR** to defend an Infringement Claim made against **LESSEE**, **LESSOR** and / or **VENDOR** shall indemnify, defend and hold harmless Lessee from, against and in respect of any and all losses arising out of or relating to such Infringement Claim and, in the case of losses that involve obligations in the nature of an injunction, shall secure for **LESSEE** the right to continue exploiting the applicable Product or shall provide noninfringing specifications for a new Product and secure the right to continue to exploit any remaining inventory of the existing Product. Once **LESSEE** makes a demand for **LESSOR** and/or **VENDOR** to defend an Infringement Claim,

until the time **LESSOR** and/or **VENDOR** assumes control of such defense, **LESSEE** may defend against the Infringement Claim in any manner it reasonably may deem appropriate. When **LESSOR** and / or **VENDOR** assumes the defense of the Infringement Claim, **LESSOR** and / or **VENDOR** must do so using counsel that is reasonably acceptable to **LESSEE**. **LESSEE** shall reasonably cooperate with **LESSOR** and / or **VENDOR**, at **LESSOR** and/or **VENDOR** expense, in the defense or settlement of any such Infringement Claim and shall provide access to its records and personnel as reasonably requested by for **LESSOR** and / or **VENDOR** for the purpose thereof. If for **LESSOR** and / or **VENDOR** refuses or fails to assume or maintain control of any such Infringement Claim, **LESSEE's** right to indemnification pursuant to this Section shall not be adversely affected by virtue of **LESSEE** assuming or continuing the defense thereof.

29.FURTHER ASSURANCES

The parties agree to promptly execute and deliver to each other such further documents and take such further action as any party to this Agreement reasonably requires in order to more effectively carry out the intent and purpose of this Agreement.

30.EXPORT COMPLIANCE

The Equipment subject to this Agreement may be subject to United States, Indian and other government export control laws and regulations. The parties each undertake to comply with all such laws and regulations.

IN WITNESS THEREOF the parties hereto have caused these presents to be executed in triplicate on the day, month and year first above written at [Place].

The **LESSEE**, **LESSOR** and the **VENDOR** hereby affix their respective Common Seals to this document in acceptance of the terms and conditions herein contained.

LESSOR AUTHORISED SIGNATORIES

1 Name/s: -----

Designation: -----

Address: -----

2. Name/s: -----

Designation: -----

Address: -----

LESSEE AUTHORISED SIGNATORIES

1 Name/s: -----

Designation: -----

Address: -----

2. Name/s: -----

Designation: -----

Address: -----

VENDOR AUTHORISED SIGNATORIES

1 Name/s: -----

Designation: -----

Address: -----

2. Name/s: -----

Designation: -----

Address: -----

WITNESSES

1 Name/s: -----

Designation: -----

Address: -----

2. Name/s: -----

Designation: -----

Address: -----

SCHEDULE – A (EQUIPMENT DETAILS)

S. No.	Hardware description	Quant ity	Locati on	Acquisition Cost without tax

SCHEDULE B - LEASE RENTAL PAYMENTS

Pricing Expiration Date: *[specify]*

LESSOR is not obliged to purchase the Equipment if the Acceptance Date occurs on or after the Pricing Expiration Date.

Rental Due Dates:

Rentals will be payable on a quarterly in arrears basis with a single Rental installment payable per quarter.

Sl. No	Rental Period		Invoice Date	Quarterly Rental Charges
	From	To		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				

SCHEDULE C - MAINTENANCE CHARGE PAYMENTS**Maintenance fee Due Dates:**

Maintenance fee will be payable on a quarterly in arrears basis with a single maintenance fee payable per quarter.

Sl.No	Rental Period		Invoice Date	Quarterly Maintenance Charges
	From	To		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				

SCHEDULE D: ACCEPTANCE CERTIFICATE

[Name] ("**LESSOR**") and Bharat Heavy Electricals Limited ("**LESSEE**") are parties to this Agreement.

All capitalized terms used in this Acceptance Certificate without definition have the meanings given to them in the Agreement.

1 Lease Acceptance

LESSEE acknowledges that the Equipment described in Schedule I has been:

- a) delivered to the Equipment Location specified in Schedule A, inspected by **LESSEE** and found to be in good operating order and condition, and has been accepted by **LESSEE** under the lease created under this Agreement on the Acceptance Date specified below; and
- b) the Commissioning and installation of the Equipment by the **VENDOR** has been completed to **LESSEE's** satisfaction on the Acceptance Date specified below.

2 Acceptance Date

The Acceptance Date is_____.

You:

Signed for and on behalf of **LESSEE** by:

Annexure-XXII: Restrictions Under Rule 144 (XI) Of GFR 2017

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender) Dear

Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____*(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the

Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered. Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Annexure-XXIII: Escalation Matrix

1. Name of Service provider:

Sl. No	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
		First Level Contact				
		Second Level Contact (if response is not received in 24 Hours)				
		Regional /Zonal Head (if response is not received in 48 Hours)				
		Country head (if response is not received in 1 week)				

Any change in designation. substitution will be informed to the BHEL immediately

Signature:

Name of Representative:

Designation:

Company Seal:

Annexure-XXIV: Experience Certificate of any Private Organization

We confirm that (contractor) M/S.....has completed work
- for M/S..... vide Work
Order No..... dated....., for the
period from ____to
- _and completion certificate Ref..... dated.....We also
confirm that (contractor) M/S..... has received payment against the above WO
and the same is recorded in book of accounts.

Sign & Seal of CA

FRN NO UDIN NO

If any of the information given in tender to qualify, found incorrect or false then BHEL may out rightly reject this offer and may also consider debarring us from participation in subsequent tenders.

Signature & Seal of Bidder

Contractor's Name:

Address:

Phone No.:

Email:

Annexure-XXV: Conflict of Interest among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- k) they have controlling partner(s) in common; **or**
- l) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- m) they have the same legal representative/agent for purposes of this bid; **or**
- n) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- o) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; **or**
- p) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - q) The principal manufacturer directly or through one Indian agent on his behalf; and
 - r) Indian/foreign agent on behalf of only one principal;**or**
- s) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- t) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Signature & Seal of Bidder

Contractor's Name:

Address:

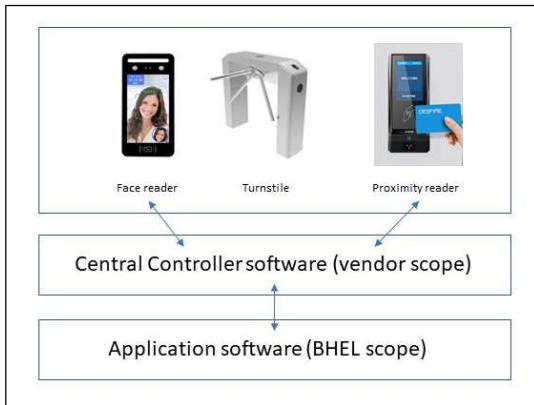
Phone No.:

Email:

Annexure-XXVI: Access-Control-rules

Access Control Rules

The following schematic diagram is assumed for the purpose of understanding this document.



schematic diagram for illustration purpose

Access to specific gate / workplace

A master data of shifts has to be maintained. A master data of gate and workplace locations has to be maintained. Each gate/workplace will be identified by some character, which will be mapped to user-ID along with his/her shift code. Refer data (below table) has to be maintained in the reader by the vendor. Refer data will be transferred to central software on-daily/on-demand basis, which will update the readers. The system should validate against this data and grant / deny access to a particular gate / workplace to the user.

Shift master (sample shifts):

SHIFT CODE	SHIFT NAME	START_IN	START_TIME	BREAK1_OUT	BREAK1_IN	END_TIME
A2	1st shift	05:15	06:15	11:00	11:30	14:45
B2	2nd shift	13:30	14:30	19:00	19:30	23:00
C2	3rd shift	22:00	23:00	03:00	03:30	07:00
G1	General shift	07:00	08:00	12:00	12:30	16:30
H2	Hospital shift	07:00	08:00	12:30	15:00	18:00

A user can swipe-IN within 1-hour (start-in) before shift start-time and can swipe-OUT up to 8-hours after shift end-time.

staffno	shift code	priority	gate	work place	PC indicator	swipe date
---------	------------	----------	------	------------	--------------	------------

Priority:

A user having priority set to "0" should be allowed to swipe-IN or swipe-OUT any time of the day. A user having priority set to "1" should not be allowed to use "Personal pass" key-code on face-recognition reader for OUT swipe but should allow usage of "Personal pass" key-code for IN swipe. A user having priority set to "2" should be allowed to use "Personal pass" key-code on face-recognition reader.

PC indicator:

A user having PC indicator set to "P" or "C" should be allowed to swipe-IN up to 15-min after shift

start-time and swipe-OUT within 15-min before shift end-time.

Access for Special movements

Once the user swipes in during his shift time, he/she is normally not allowed to exit out during the shift except during his/her break (lunch/dinner) time or after the shift-end time. However, user is allowed to exit out during shift time if they have some permissions (special movement) granted as per the business rules. The data for each movement (table below) will be transferred from BHEL application software to central controller software, which shall be pushed to readers on daily / dynamic basis. There may be multiple type of movements (distinct movement-type indicator) for a user in which case multiple records will be transferred. If a movement is transferred again whose time-period overlaps that of existing record, the new record should override (update) existing record. The data on the reader may be deleted once the end date is passed. If movement allowed is indicated as “N”, such movement should not be allowed.

staffno	Movement type indicator	start date	start time	end date	end time	movement allowed (Y/N)
---------	-------------------------------	---------------	---------------	-------------	-------------	------------------------------

Access denial for Suspension

If a user is suspended, the corresponding movement data will be transferred from BHEL application software along with that movement-type indicator “S”. The system should validate the movement data and deny access to the user. If movement-type indicator corresponds to “suspension”, then no other movement should be allowed. If the suspension is revoked, the corresponding movement data will be transferred from BHEL application which should update the existing record.

staffno	Movement type indicator	start date	start time	end date	end time	movement allowed (Y/N)
---------	-------------------------------	---------------	---------------	-------------	-------------	------------------------------

Annexure-XXVII: Centralized-Asset-Management-Application

Centralized Asset Management Application

A centralized application is required to configure, manage and monitor all the hardware assets deployed for this project. The following assets shall be considered:

- ❑ Turnstiles
- ❑ Readers
- ❑ UPS- Batteries
- ❑ Smart cards
- ❑ Enrolment unit
- ❑ Smart card printer

Configuration:

The centralized application should be able to create a master data of gate/work-place locations where readers/turnstiles are installed. The application should be able to configure readers w.r.t their IP address, MAC address, reader mode (validation, collect, disabled), control device (turnstile, no-device), device mode (unlock-on-successful-validation, permanently-locked, permanently-unlocked, NA), IN/OUT mode, turnstile indicator (turnstile is assigned to reader or not), turnstile no, face recognition flag, keyboard flag, etc.

The centralized application should be able to push date-time, set or clear reader mode, enable or disable a particular key code operation in a reader, etc.

The centralized application should have a dashboard for viewing readers/turnstiles and their status. The dashboard should indicate if a reader/turnstile is down and the date-time from when it is down.

The centralized application shall have a master data for all assets mentioned above supplied for the project. The application shall track each asset w.r.t their supply, deployment, service, repair, downtime, etc. The application shall have reports for monitoring all the assets, available to BHEL.

The centralized application shall have any other features as required for effective operation of the system.

Annexure-XXVIII: ACS_ARS_Location

ACS :

SI no	Gate
1	J Gate
2	F Gate main
3	Admin Gate 2
4	F Gate scooter
5	C Gate
6	New Blade Shop
7	Township
8	Hospital
9	Admin Gate 1
10	HRDC
11	Pipe & Plate yard
12	Admin Visitors
13	GMs DROs
14	GMs DROs PESD
15	Guest House
16	Welfare

ARS :

SI no	Workplace
1	01 Annexe
2	01 CDC
3	01 Compressor
4	01 Shop
5	02 Annexe
6	02 Shop
7	03 Annexe
8	03 SHOP
9	04 ANNEXE
10	04 SHOP
11	05 Shop
12	06 Annexe
13	06 Shop
14	07 Annexe
15	08 Shop
16	09 Shop
17	10 REPAIR SHOP

18	11 Stores
19	12 STORES
20	15/83
21	17 Compressor
22	29 BUILDING
23	36/11 Annexe
24	51 SHOP
25	70 PUMPS
26	86 BUILDING
27	9 F ASSEMBLY
28	9 F TESTING
29	90 Building
30	Admin 2nd floor
31	Admin 3rd floor
32	Admin 4th floor
33	Admin ED Office
34	Admin Finance
35	Admin GM Office
36	Admin HR
37	Admin Sub contract
38	Admin Vigilance
39	BOILER HOUSE
40	Canteen
41	DTG
42	Engg Buildg
43	Factory Civil
44	GAS TURBINE ANNEXE
45	GT Assembly
46	GT Machine Shop
47	New Blade Shop
48	PESD 1st Floor
49	PESD 2nd Floor
50	PESD Ground Floor
51	RIG UP YARD BLOCK (ANNEXE)
52	SAFETY ENGINEERING
53	T I C BUILDING
54	Telecom
55	Transport
56	Transport pool
57	Vendor complex
58	WORKS CANTEEN

Annexure-XXIX: Downtime_Calculation

COMPLAINT REDRESSAL SYSTEM

To maintain the Service Level Agreement (SLA) & downtime calculation, BHEL shall develop and maintain online system for registration, monitoring and redressal of all complaints during the lease period.

A minimum required service shall cover:

- i) Complaint logging directly by user through an on-line system (complaint tracking system)
- j) The system shall indicate non-functioning of the equipment viz. Biometric Reader, Turnstile etc
- k) The system shall give time taken for rectification of the equipment along with reason for failure
- l) The uptime will be certified by concerned authorities.

DOWNTIME CALCULATION

- v. **Service Level Agreement (SLA):** Contractor shall be responsible for maintaining a minimum uptime of 99.0% for all components & deployed manpower on quarterly basis.

- vi. **Penalty for SLA Non -conformance**

While making the payment at the end of each quarter the downtime recovery shall be made and payment will be released accordingly. However, the payment will be made only after the system is restored. The downtime will be calculated on minutes per quarter on 24 hours' basis. A deduction from the overall quarterly charges shall be made at the rate of 1% for each 1% fall of uptime from 99% subject to a maximum of 20%, e.g. if the uptime is 98%, one percent downtime shall be deducted, if the uptime is 79%, 20% downtime shall be deducted.

There shall be no downtime due to mutually agreed scheduled maintenance of equipment or due to power outage.

- vii. The deductions will be made as per the following formula:

Deduction (D) = total downtime in minutes (d) X weightage (w) X total quarterly maintenance amount per minute (r)

total downtime in minutes (d) : Downtime beyond allowable 1% limit

Weightage will be as per below:

Sl. No	Description	Weightage (w)	Quantity (Q)
1	Face Recognition Readers - As per specs	0.20	150
2	Proximity Readers - As per specs	0.15	180
3	Tripod Turnstile - As per specs	0.20	65
4	2 KVA UPS of 6hrs backup	0.1	11
5	Communication/validation software - As per specs	0.15	1
6	Central Application for configuring and monitoring the hardwares as per specs	0.05	1
7	Contactless smart card - Plain white - As per specs	0.05	12000
8	Smart card Printer - As per specs including consumables for 7000 cards printing initial + 5000 as and when required later (Total 12,000 cards)	0.05	2

9	Card Enrollment setup including Camera, Digital Pen, Smart card with Bio Personalization reader etc excluding desktop	0.05	1
---	---	------	---

viii. For Manpower:

The Contractor shall arrange suitable resident engineer in case their deployed resident engineer is not available for more than 2 working days. If the Contractor fails to deploy the resident engineer within allotted timeframe then the Contractor will be liable to pay the penalty as per SLA clause until the time suitable replacement arranged. At any point of time, the number of hardware engineers shall be maintained.

In case the same is not maintained, then a penalty as per below formula shall be levied on the contractor:

Deduction (D) = (absence# in days (d) X rate* per day (r))

Absence for more than one day per month.

* For hardware/software engineers (HE), for penalty calculation, rate per day will be considered as @₹1000/- per day per HE. For site in-charge, for penalty calculation, rate per day will be considered as @₹1500/- per day.

ix. ADDITIONAL CLAUSE:

I.Scheduled maintenance time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

II.If the uptime for equipment falls below 99% continuously for 3 months, the equipment shall have to be replaced by the Contractor, without any extra charge.

III.If the uptime for all components falls below 95% continuously for 3 months, BHEL reserves the right to terminate the contract, without any further cost implication to BHEL.

The downtime will be recorded at item level. Even in case of failure of a component in an item, the deduction will apply to the whole item. If the failure of an item results in major service outage or affects the services provided by other items also, then the deduction will apply to all items affected by the failure.

Annexure-XXX: POC Requirement

POC Requirement as per Clause No 6

SL. NO.	PARAMETERS
1	Facial Recognition devices/ readers should function in no network/offline mode. Demonstration of minimum 25 nos. of transactions from each Facial recognition reader (in 1:1, 1: N mode) and smart card reader for proving the specified parameters of the Technical specification like Authentication Time & User Turnaround Time of the reader, FAR, FRR etc. The vendor has to arrange actual or dummy facial template of 1000 user as per technical specification to prove Authentication Time & User Turnaround Time of the reader. BHEL will not arrange the same for the bidders.
2	Face Authentication Distance: as per technical specifications with Auto face detection, Wide angle detection for users of different heights.
3	The vendor has to show/ prove the number of users & template stored in Biometric Reader as per device type by connecting to system for confirming the authentication time and user turnaround time.
4	The vendor has to show/ prove the Facial Recognition Enrolment time, Card Authentication Time & Card Read Range.
5	Face recognition reader should support Wi-Fi connection for wireless communication with application server web interface through https protocol.
6	Reader shall confirm to biometric technology like Auto Face detection, Fake Face Detection, Auto Push, real-time face recognition and shall support high speed processing.
7	It must be capable of detecting and authenticating the face either through device capability or inbuilt LED light in extreme dark/ daylight environment.
8	Live Face Detection Method - System should be intelligent enough to accept only live faces and prevent security breach by a face in a recorded video, live stream, a photograph or any other means.
9	Display of the readers should accommodate all the parameters as mentioned in technical specs. and readable in the mentioned distance of face recognition.
10	Facial log (photo of user) must be stored along with punch data as per industry practice to enquire the FAR situations.
11	There should be option in software for checking deduplication (already enrolled as a different entity) & Blacklist/suspended person.
12	The bidder shall prove the working of keypad based Biometric readers along with software for accommodating various permissions to allow & track the entry & exit through a gate pass. Turnstile: (i) Before the validation is done the turnstile should be in locked mode. (ii) On successful reader validation, the turnstile should be automatically unlocked and we should be able to rotate the turnstile in forward mode only. (iii) After completion of one arm rotation, the turnstile should be locked. (iv) The turnstile should not rotate in the reverse mode. (v) The swipe time of this transaction to recorded as the time when the rotation of turnstile has been completed. (vi) The mode of turnstile rotation- partial, full or no rotation should be captured by reader and recorded along with the swipe transaction. Keypad based Biometric readers: The bidder shall prove the working of any one permission on keypad based Biometric readers along with software for accommodating various permissions to allow & track the entry & exit through a gate pass. (i) Bio-metric readers should allow IN movement of employees during shift start time and break time. (ii) Bio-metric readers should allow OUT movement of employees during break time and after shift end time. (iii) Bio-metric readers should not allow normal OUT movement of employees during shift start time. (iv) OUT movement during shift time to be allowed by operating keypad only (v) The swipe time of successful transaction to recorded as the time when the rotation of turnstile has been completed.

13	The device should be customisable to display/accommodate message/ instructions as per unit Time office requirement. The device should be operable to stop punching for a particular reader after a time period as per requirement in access gates.
14	BHEL reserves the right to check the country of origin for the components used in the devices supplied under the contract.

NOTE: In case of any discrepancy, the decision of BHEL is final.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1. Scope

- 1.1. This document describes the guidelines to be followed by each Unit/ Division/ Region for conducting Reverse Auction (RA) for procurement of material/ works/ services. These guidelines will be applicable for purchases/ contracts to be awarded under Purchase/ Works policy and the RA shall follow the philosophy of English Reverse (No ties).
- 1.2. Based on these guidelines, Units/ Divisions/ Regions (hereinafter referred as 'units') may issue their own Departmental Procedures without changing the intent and spirit of the guidelines contained in this document. These guidelines will supersede earlier guidelines issued vide AA:SSP:RA:05 dated 08.03.2021.
- 1.3. English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

2. Intent of Reverse Auction

To derive maximum benefit in cost savings through competitive bidding.

3. Upfront declaration in NIT

- 3.1. Wherever it is felt that procurement may be done through Reverse Auction, the bids shall be invited in two parts/ three parts or single part bid (Price Bid) where Techno-Commercial MoU already exists. Wherever, the evaluation is done for individual line item, separate sealed price bid for each line item shall be taken.
- 3.2. Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following clause:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."

4. Aspects to be considered for RA

4.1. While RA can drive cost savings, they should be used judiciously, considering the broader implications beyond price alone. Therefore, RA should not be used indiscriminately or as a default mode of procurement. One may choose procurement of goods/ works/ services that are amenable to this mode of procurement.

4.2. The cases where RA would not be appropriate are as under:

- a) In Engineered products having complexity in design
- b) Items of strategic/ critical/ vital/ high technical complex nature, items that are in short supply in the market
- c) The requirement is not of high enough value to generate competitive pressures on bidders.
- d) Where the QCBS system of selection is used
- e) Where opting for RA in the tender would bring down competition
- f) EPC contracts and complex Works contracts
- g) Where it is proposed to issue parallel orders by splitting the total order quantity among more than one supplier

4.3. RA shall not be done for selection of business partners through pre-bid/ strategic tie-ups

4.4. If it is decided to go for RA, the following may be considered:

- a) Number of techno-commercially qualified bidders in previous tender for same/ similar class of item
- b) Price volatility of the item(s) under consideration
- c) Past purchase experience of similar item(s)
- d) Tender Value of the item(s) under procurement
- e) Any other aspect which may be specific to tender

Above aspects may be considered by the tender issuing authority to decide before floating of the tender, if RA is to be conducted or not for

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

that particular tender.

Note: Decision to go for RA or not will be on case to case basis with recorded reasons.

5. RA Committee

5.1. Purchase/ Tender committee, if already in place, shall also act as RA committee. Purchase representative will be the convener. In case Purchase/ Tender committee has not been formed, the Product Manager/ MM Head/ Department Head, shall constitute RA committee consisting of representatives (*rank as per DoP of tender/ negotiation committee*) from departments of Engineering/ Indenter/ User, Purchase and Finance. This committee will work for a specific tender. The role of RA committee shall be as below:

- a) To vet the comparative statement comprising sealed price bids received, MSE status, qualification against Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, Order 2017) of all techno-commercially qualified bidders, loading etc. before sending it to the service provider for RA.
- b) To decide and record the 'Start-Price' and 'Bid Decrement'.
- c) To observe the RA process and declare RA as successful.

6. Business rules for RA

6.1. Model Business rules (annexure I) and other annexures II to VI are attached. MM shall prepare and fill in the required details in the annexures at appropriate places like:

- a) Enquiry/ Request for Quotation (RFQ) number
- b) Name and Addresses of the bidders
- c) Items description, quantities/ weight, Specification
- d) Date and time of opening and closing of RA
- e) Extension conditions
- f) Loading Criteria/ Formulae
- g) Foreign Exchange (FE) rates for evaluation
- h) Taxes & Duties
- i) Freight & Insurance
- j) Bidders' training, if required, etc.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

6.2. The calculation sheet e.g. excel sheet (which will help to arrive at 'Total Cost to BHEL') which is communicated to respective bidders of RA, will be prepared by MM and vetted by Finance. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT and will be same based on which sealed price bids have been evaluated.

6.3. MM shall issue a mandate (annexure II) to the service provider covering business rules etc. and inform about event, calculation sheet etc. to all techno-commercially accepted bidders.

7. Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the participating bidders before RA event.
- (4) Conduct the event as per the contract and business rules.
- (5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- (6) To obtain price breakup from successful bidder and submit the same to BHEL.

8. Start Price

Start price for RA shall be lowest of sealed price bid.

Note: Wherever more than one lowest sealed price bids are identical, RA committee shall declare the start price by reducing the lowest sealed price bid by maximum of one decrement.

9. Witnessing Auction

Access to witness the RA shall be available to the concerned officials of BHEL (Indenter/ Finance Officials/ Purchase Officials), nominated by Head MM/ Purchase/ Contracts.

10. Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

-
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
- a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.5. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.
- 10.6. If the start price is lower than the lowest sealed price bid (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.
- 10.7. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

10.8. No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11. Processing of case after RA

11.1. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

11.2. Reasonability of rates received through RA to be ascertained as per extant Policy provisions.

12. Payment to the Service Provider

Payment shall be made as per the agreed terms of the Framework Agreement with the service provider based on the mandate issued and service provider's invoice certified by the respective MM. If the RA event is conducted as per the mandate given by BHEL and agreed procedure, payment shall be made to the service provider irrespective of the auction outcome.

13. Others

13.1. If RA is being conducted for multiple line items and L1 is to be decided for individual items, number of items in single screen be restricted to 10 (ten) to avoid scrolling by the bidders.

13.2. In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

13.3. BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.

13.4. Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

13.5. Model annexures are enclosed. However, to suit specific requirement of the Units changes in the annexures may be done with the approval of respective MM Head of Unit. Such changes shall specifically be communicated to the service provider before the RA event.

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.

3. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

-
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
 8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
 9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
 10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
 11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

-
- 12.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the
-

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Mandate to Service Provider

Annexure – II

Ref :

Date :

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sir,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per Annexure – I.
- The list of bidders with their contact details is given in Annexure – IV. and the details of the item (s) to be Reverse Auctioned are as per Annexure – V.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {Service provider}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {Service provider}) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Mandate to Service Provider

Annexure – II

Note:

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	- Name of BHEL Unit - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Auction to be conducted by	- Name of Service provider - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Date of Auction	- Date of Auction - Reverse auction time: - Auction website:
Documents Attached: (To be sent to the bidders)	1) Business rules for Reverse Auction (<u>Annexure-I</u>) 2) Process Compliance Form (<u>Annexure-III</u>) 3) Details of item (s) to be Reverse Auctioned (<u>Annexure-V</u>) 4) Post RA Price confirmation by bidder (<u>Annexure-VI</u>)

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Process Compliance Form

Annexure – III

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}
This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

List of bidders and their address/ contact person details

Annexure – IV

Sl. No.	Address	Contact Person
1	- Name of bidder - Full postal address - Fax: - Phone: - Email:	- Contact person name: - Phone: - Email:
2		
3		
..		
..		

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Details of item (s) for Reverse Auction

Annexure – V

1. *{Details of items including quantity, specification, Enquiry no. & date*

1.

2.

..

..

..

}

Guidelines for Reverse Auction –2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

Annexure – VI

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-

Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{___in value & in words___} for item(s) covered under tender enquiry
No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {___ in nos. & in words ___} days.

The price break-up is as given below.

Total

=====
- Rs. in value & in words
=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal: