



An ISO: 9001
Organization

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

☎: (0431) 257-5010

e-mail: umadsankar@bhel.in

Enq. No: **9252100007**

20.01.2021

NOTICE INVITING TENDER

Dear Sir/ Madam,

Subject: Two Part Tender Inviting Techno-commercial and Price Bids for **“Procurement and Printing of Biometric ID cards and accessories for a period of 1 year.”**. Please submit your competitive offer for the above subject work as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

01.	Name of work	Procurement and Printing of Biometric ID cards and accessories for a period of 1 year
02.	Earnest Money Deposit (EMD)	₹ 4560/-
03.	Duration of the contract	1 Year
04.	Enquiry No. & Date	9252100007, Dt. 20.01.2021
05.	Last Date for Receipt of Tender	13.30 Hrs. on 27.01.2021
06.	Date of Technical Bid Opening	14.30 Hrs. on 27.01.2021
07.	Date of Price Bid Opening	Will be intimated to those who are Qualified separately.
08.	Guarantee Period	Not applicable

1. The Tender documents can be downloaded from BHEL website (http://www.bhel.com/tender/tender_home.php) free of cost.

2. Tender document contains **16 Pages** (Technical & Commercial Bid – 09 pages, Schedule for Price Bid - 01 page, Sample format for CA certificate – 01 page, Annex-A: Sample format for Non-Disclosure Agreement- 03 pages; Annex-B: Sample format for Identity Card -01 page; Annex-C: Sample format for No Deviation Certificate-01 page)

3. The duly filled Tender should be addressed to:

**THE ENGINEER,
MAINTENANCE & SERVICES/ CONTRACTS,
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI, TAMILNADU - 620014**

Special Instructions:

Tender of the following work should be submitted in a sealed cover super- scribing the NAME OF WORK, ENQUIRY NUMBER, etc., consisting of **three inner sealed covers** super-scribed such as **1) EMD cover, 2) Technical bid cover & 3) Price bid cover.**

1) EMD cover shall contain EMD of ₹ 4560/- Mode of Payment of EMD: (a) e-Collect mode (as directed in Commercial T & C) or (b) Banker's cheque/ Pay Order/ DD in favour of BHEL or (c) Fixed Deposit Receipt (FDR) 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). EMD shall not carry any interest.

2) Bidders registered as **MSE (UAM/UDYAM) / NSIC / SSI** are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, attested copies of either valid **EM-II**



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Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested copy of a CA Certificate for the latest financial year i.e., 2018-19 or Later in Enclosed Format) or **M S M E (along with CA certificate** for latest financial year i.e., 2018-19 or Later in attached format)/ valid **NSIC / SSI** certificate. **Tenders without EMD/ MSE/ NSIC/ SSI/ EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation**

- 3) Technical bid cover shall contain duly filled in Technical bid document signed by the tenderer in all the pages with documentary evidences for **Pre-Qualification Criteria (PQC)**. Any bid without proper documentary evidence for PQC shall not be considered for further evaluation.
- 4) One set of unpriced bid of Contract Work Schedule **duly filled & signed** by the tenderer for accepting the work content (Bill of Quantity- BoQ), should be submitted along with the Technical bid for technical evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 5) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- 6) All entries in the tender documents should be in one ink. Erasures, and overwriting are not permitted. All cancellations, and insertions should be duly attested by the tenderers concerned.
- 7) Offer should be **valid** for a period of **120 (One Hundred & Twenty) days** from Techno-commercial bid opening date.
- 8) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions.
- 9) Tender can be cancelled at any stage due to unavoidable circumstances.
- 10) **Forfeiture of EMD:** EMD paid by the Tenderer will be forfeited as per Tender Documents if:
 - I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - II. The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
- 11) I. EMD given by all unsuccessful tenderers shall be refunded after of award of work/ after offer validity period.
II. EMD shall not carry any interest.
III. EMD of successful tenderer will be retained as part of Security Deposit.
- 12) The price bid cover shall contain price bid document in prescribed format **duly filled & signed by the tenderer** in all the pages. Care should be taken to fill the price bid without any overwriting & correction. Correction, if any, shall be duly attested by the Bidders concerned.
- 13) Clarification if any can be obtained from the Maintenance Engineer/ Contracts/ M&S, BHEL, Trichy.
- 14) The complete Technical bid and price bid along with requisite **EMD of Rs. 4560/-** shall reach the office of the undersigned on or before **27.01.2021** at 13.30 Hrs.
- 15) The Technical bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the due date of receipt of offers and opening of the tender shall automatically fall on the same timing of the next working day unless intimated otherwise. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the Technical bid. You / Your authorized representative may participate in the tender opening.

Encl:

- 1) NIT – Notice Inviting tender (Consists of Preamble, Technical Bid & Price bid Schedule)
- 2) CA certificate – Sample Format
- 3) Annexure - A, B & C



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PQC & TECHNICAL BID

NAM E OF WORK: **PROCUREMENT AND PRINTING OF BIOMETRIC ID CARDS AND ACCESSORIES FOR A PERIOD OF 1 YEAR**

Ref: Enquiry no: 9252100007: dt.20.01.2021; Due dt. 27.01.2021, 13.30 Hrs

PRE-QUALIFICATION CRITERIA

The following eligibility criteria shall be complied to fulfill the Technical bid:

Sl.No	Description	Vendor to Confirm
1	Only those BIDDER/ SERVICE PROVIDER, who have supplied printed Mifare based ID cards for industrial type usage in the past 5 years (from the date of opening of tender) are eligible to participate in the tender. Bidder to confirm.	
2	Previous Work order copy of the above said work to be submitted along with offer for verification. Experience proof from other than BHEL-Trichy shall contain work order copy along with Form 26AS/ TDS certificate / bank statement for payment from the organization. Otherwise the offer shall be rejected.	
3	Vendor shall provide the details of contact person (along with Ph.No.) of their customers, to verify their performance. BHEL has all the rights to verify the performance of the contractor and to disqualify if any abnormality found.	
4	The vendor shall sign a Non-Disclosure Agreement (NDA) with BHEL, Trichy and agree for not to disclose any confidential information, business or proprietary, as covered by the agreement	
5	(i) BHEL Vendor code (if applicable) - (ii) PAN Number (Copy to be Enclosed) – (iii) GST registration Number (Copy to be Enclosed) – (iv) Mobile number (Which is linked to GST registration Number) – (v) Email id (Which is linked to GST registration Number) – (vi) SAC Code - Offer will be entertained only if the bidder submit the details as above & has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.	
6	Acceptance for Scope of Work as per the Enquiry.	
7	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/ Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in "General Terms & Conditions".	
8	Make in India declaration - In line with Government public procurement order Number P-45021/2/2017-B. E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020. "I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (50%) defined in the above government notification for the goods against above mentioned enquiry Number. Details of location at which local value addition will be made is BHEL-Trichy	
9	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	



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PERIOD OF 1 YEAR**

Ref: Enquiry no: 9252100007: dt.20.01.2021; Due dt. 27.01.2021, 13.30 Hrs

ITEM NO.	SCOPE OF WORK	UOM	QTY
10	PROCUREMENT AND PRINTING OF BIOMETRIC ID CARDS		
10/10	Supply and Printing of Biometric ID cards	NO	1500
	<p>Scope of Work:</p> <p>The vendor shall procure the required quantity of Biometric ID cards, card holders and printed lanyard as per the specification detailed below;</p> <p>1. Supply of Biometric ID cards:-</p> <p>a) Mifare Technology ID card - suitable to use for eSSL make Biometric clock model no : iclock 990</p> <p>b) Operating Frequency : 13.56 Mhz</p> <p>c) Card Dimension :86 x 54 mm and 0.8mm thickness (approx)</p> <p>d) Memory : 4KB</p> <p>e) The Bio- metric smart card shall have a unique key number to relate with BHEL staff no. to avoid duplication/ copying.</p> <p>2) Printing of ID Cards:-</p> <p>a) Printing of Biometric ID cards with the details furnished by BHEL (in excel format) including the signature of the concerned BHEL staff and the competent issuing authority.</p> <p>b)Yearly once bulk printing of employee ID cards will be done (minimum of 1200nos). Through out the year the vendor has to print the ID card in staggered manner on monthly basis.</p> <p>c) Printing of Biometric ID cards and handing over to BHEL, trichy works is under vendors scope.</p> <p>d) The vendor has to print the data in the Mifare based biometric ID card and dispatch to BHEL, Trichy within the prescribed time limit as given below;</p> <p>i. For Bulk printing - 4 weeks</p> <p>ii. For small quantity printing (less than 100nos)- 1 week</p> <p>e) The colour bands for each category of employee/ LCS Staff/ Apprentice Trainees shall be as per Annexure- A attached</p> <p>f) Suitable protection like laminations (if required) to be included in the printing charges.</p>		
10/20	Card Holder with printed Lanyard	NO	1500
	<p>The vendor shall supply the required quantity of ID card holders and printed lanyard as per the specification detailed below;</p> <p>1. Card Holder with printed lanyard:-</p> <p>a) To be suitable to fit the mifare based Biometric ID cards supplied.</p>		

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	<p>Card holder size : 90 x 50 x 4mm (approx)</p> <p>b) Lanyard : colour : Dark Blue Size : Length = 50cm and Width =1cm (approx) Material : Nylon</p> <p>c) Printing : "BHEL" as per logo.</p> <p>Note : Sample will be provided by BHEL.</p> <p>TERMS & CONDITIONS:-</p> <p>1) In case of the ID card supplied is not functioning within 6 months from the date of issue of card to employee and if there are no physical damages are noticed then it shall be replaced by the vendor at free of cost.</p> <p>2) In case of false printing or poor quality of printing the ID card shall be replaced & reprinted by the vendor at free of cost.</p> <p>3) Before printing of bulk quantity of ID cards and Lanyards the sample to be submitted to BHEL for approval.</p> <p>4) After ID card printing completed if needed suitable protection like lamination to be made. The extra cost incurred shall be quoted along with the card charges and no separate cost will be paid.</p> <p>5) Non-Disclosure Agreement: The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as Annexure B.</p>		
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GENERAL TERMS AND CONDITIONS FOR M & S CONTRACTS

1) Tenderers are requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

2) **TENDERING CONDITIONS:**

a) The Bidders shall submit the offer in **TWO PART BID SYSTEM** (Part -I & II) along with EMD as indicated below which shall be sealed in ONE OUTER ENVELOPE

b) Envelope I- This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. Envelope I should contain sealed EMD cover indicating the enquiry detail.

c) Envelope II - This sealed envelope should contain price details. This envelope should be clearly marked as - "Part -II Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

d) Envelope III - This sealed envelope should contain requisite **EMD**. This envelope should be clearly marked as - "EMD COVER", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

e) All the three envelopes shall be put in one cover, duly sealed, super scribing as offer for Enquiry No., and due date of opening, Name of the work and the address and reference of the Bidder.

f) The offer should reach this office on or before the due date by 13.30 Hrs. (IST). Late offers will not be considered.

g) Tender should not be addressed to any Individual's name but only by designation to:

THE ENGINEER
MAINTENANCE & SERVICES/ CONTRACTS, 2&4 BUILDING,
BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TIRUCHIRAPALLI
TAMIL NADU, INDIA - 620 014.

h) All entries in Tender documents shall be clearly written in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

i) Offers should be in **ENGLISH** and accompanied by detailed Point to point confirmation of the scope of work.

3) **OPENING OF TENDERS:**

a) The Part I - Technical & un-priced commercial bid and EMD Cover alone would be opened on the Tender opening date (as mentioned in the enquiry) by 14.30Hrs(IST).

b) The Part II - Price bid of technically suitable Bidders alone would be opened. The Technically Suitable Bidders would be informed about the Price bid opening date.

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

4) **GST:**

a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/ prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/ uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

(i) Vendor declaring such invoice in Form GST ANX-1

(ii) Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of

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material / rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.

h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with interest, then such interest payable or paid shall be recovered from the vendor.

j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/ contracts. Hence applicable GST shall also be recoverable from suppliers/ contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

5. LD/ PENALTY CLAUSE:

If the contractor fails to complete the work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted from the bill/ recovered from the SD for each week of delay or part thereof subject to a max. of 10% of the total contract value.

6. RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost, will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract. The decision of BHEL with regard to the actual losses / consequential expenditures (incl. 5% overheads) incurred by BHEL shall be final and binding on the Tenderer / Contractor.

7. SUSPENSION OF CONTRACT:

In the event of non-completion of contract/ un-satisfactory performance reported by the area Executive, resulting in cascading of events leading to impact in a negative way on financial/ safety/ procedures of various sections/ departments, the contract shall be terminated immediately with intimation and action shall be taken against the contractor as per the extant 'Guidelines for Suspension of business dealings with Suppliers/ Contractors'.

8. INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

9. BHEL FRAUD PREVENTION POLICY:

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> & shall immediately bring to notice of BHEL management about any fraud/ suspected fraud as soon as it comes to their notice.

10. ARBITRATION & CONCILIATION: -

(a) 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 formation, breach, termination, validity or execution of the Agreement; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Agreement; or, in any manner touching upon the Agreement, then, either Party may, by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/ Region/ Division issuing the Agreement.

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

(c) Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Trichy, Tamil Nadu.

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(d) The cost of arbitration shall be borne as per the award of the Arbitrator.

(e) Subject to arbitration in terms of clause 28 above, the Courts at Trichy Tamil Nadu shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.

(f) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation 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 Enterprises (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 the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

11. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

12. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

13. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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, suitable action shall be taken by BHEL as per extant policies/ guidelines

14. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS: No splitting is envisaged in the tender other than for MSE reservation:

Minimum 25 % of the tender value shall be awarded to eligible MSE bidders quoting within the price band of L1+15%, provided the eligible MSE bidder match the L1 rate of the respective schedule in tender, in the manner mentioned below: a) In case L1 is MSE bidder, 100% of the work will be awarded on the L1 bidder.

b) If L1 is non-MSE: Minimum 25% of the work will be counter offered to eligible MSE bidder quoting within the price band of L1+15% as per order of ranking and to match the L1 rate.

In case none of the eligible MSE bidders accepts the counter offered L1 rate, then 100% ordering will be made on L1 bidder.

15. IMPORTANT NOTE: BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.

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COMMERCIAL TERMS AND CONDITIONS FOR M & S CONTRACTS

- 1) 100% payment will be made after completion of work on pro-rata basis on submission of invoice in triplicate duly certified by Area In - charge. Bill Payments shall take minimum 45 days after submission of bill complete in all respect.
- 2) Payment of **EMD** should be done in the methods given in Spl. Instructions, sl.no.1, page-1 of the NIT.
- 3) Mode of Payment of **Security Deposit**:
 - a) **Bank Guarantee** from Scheduled Banks/ Public Financial Institutions as per Companies Act. Bank Guarantee format should have approval of BHEL or
 - b) **Local Cheques** of Scheduled Banks (subject to realization)/ **Pay Order/ DD/ Electronic Fund Transfer** in favour of BHEL or
 - c) **Fixed Deposit Receipt (FDR)** 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) or
 - d) **Securities available from Indian Post Offices**, i.e. National Savings Certificates, Kisan Vikas Patras, etc. (held in the name of Contractor furnishing the security & duly endorsed/ pledged, as applicable, in favour of BHEL). While making such payment, Enquiry number should be mentioned in Remark column.
- 4) **Procedure to remit money to BHEL Trichy's Account (e-Collect Mode)**:
 Login to : <https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=5XX693>
 - a) Accept the terms & conditions, click "PROCEED".
 - b) Select State "TAMILNADU" and Institution type "INDUSTRY". Select "BHEL TRICHY" under "INDUSTRY".
 - c) In the next page, select APPROPRIATE category, fill details correctly & click "SUBMIT".
 - d) If all details entered are correctly populated, click "CONFIRM" to proceed.
 - e) Make payment as per your convenience. (Options available are payment of fees through **SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches**).
 - f) SAVE & Keep the copy of receipt for future reference.
- 5) EMD & SD amount shall not carry any interest.
- 6) Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 7) **SD is forfeited** in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor
- 8) **Rate should be quoted as per price bid format.**
- 9) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.
- 10) GST not to be included in quoted rate & to mention separately as percentage. Other taxes, if any, are inclusive.
- 11) Tax deduction will be made from every bill at the prevailing rate as per the Government rule and regulation from time to time.
- 12) In the course of evaluation if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss /draw of lots in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

Sign & Seal of Contractor



An ISO: 9001
Organization

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

• ☎: (0431) 257-5010

e-mail: umadsankar@bhel.in

SCHEDULE FOR PRICE BID

NAME OF WORK: **PROCUREMENT AND PRINTING OF BIOMETRIC ID CARDS AND ACCESSORIES FOR A PERIOD OF 1 YEAR**

Ref: Enquiry no: 9252100007: Dt. 20.01.2021; Due Dt. 27.01.2021

Sl. No	SCOPE OF WORK	Qty	UoM	RATE/ Per No.	VALUE
10/10	Supply and Printing of Biometric ID cards	1500	NO		-NA-
10/20	Card Holder with printed Lanyard	1500	NO		-NA-

Taxes if any should be quoted extra.

- 1) Tax deduction will be made from every bill at the prevailing rate as per the Government rule and regulation from time to time.
- 2) Detailed scope of work and other terms and conditions are specified in the Technical Bid of the Tender.
- 3) The vendor should quote **RATE/ Per No.** only.
- 4) Value = **Qty x Rate/ Per No.** This will be calculated by BHEL.
- 5) Cumulative L1 offer will be considered.

** Detailed scope of work and other terms and conditions are specified in the tender.

Sign & Seal of Contractor

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s. _____ (here in after referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ dt. _____, Category: (Micro/ Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):

₹ _____ Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



Name:


(Signature)

Membership number:



Seal of Chartered Accountant


Senior Executives

 <p>பாரத் ஹெவ்வி எலெக்ட்ரிகல்ஸ் லிமிடெட் भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED (A Govt of India Undertaking) Tiruchirappalli, Tamilnadu – 620 014</p>	
	Name : M MELVIN BENNET ROY
	Staff No. : 2914905
Valid upto : 31-JUL-2021 Asst. Chief Security Officer	



Card No. : 10501	
Date of Birth : 20-MAY-1975	
Blood Group : O+	
Employee's Signature	
Instructions	
<ul style="list-style-type: none"> • This Identity Card should be worn while on duty in the company premises. • Should produce whenever demanded. • To be surrendered on transfer, retirement or resignation • Loss entails penalty • If lost, should be reported to the issuing authority immediately. 	
If found, please return to security department. Tel. No.0431-2577155 & 2577555.	


Executives incl Exec/Engineer Trainees

 <p>பாரத் ஹெவ்வி எலெக்ட்ரிகல்ஸ் லிமிடெட் भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED (A Govt of India Undertaking) Tiruchirappalli, Tamilnadu – 620 014</p>	
	Name : B EMIL RICHARD SINGH
	Staff No. : 4174283
Valid upto : 31-JUL-2021 Asst. Chief Security Officer	



Card No. : 10502	
Date of Birth : 21-DEC-1982	
Blood Group : O+	
Employee's Signature	
Instructions	
<ul style="list-style-type: none"> • This Identity Card should be worn while on duty in the company premises. • Should produce whenever demanded. • To be surrendered on transfer, retirement or resignation • Loss entails penalty • If lost, should be reported to the issuing authority immediately. 	
If found, please return to security department. Tel. No.0431-2577155 & 2577555.	


Supervisors incl JE and Supervisor Trainees

 AN ISO 9001 COMPANY	பாரத் ஹெவ்வி எலெக்ட்ரிகல்ஸ் லிமிடெட் भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED (A Govt of India Undertaking) Tiruchirappalli, Tamilnadu – 620 014
	Name : D SRINIVASAN Staff No. : 2211068
Valid upto : 31-JUL-2021	Asst. Chief Security Officer

Card No. : 10503	
Date of Birth : 18-SEP-1971	
Blood Group : O+	
Instructions	
<ul style="list-style-type: none">• This Identity Card should be worn while on duty in the company premises.• Should produce whenever demanded.• To be surrendered on transfer, retirement or resignation• Loss entails penalty• If lost, should be reported to the issuing authority immediately.	
If found, please return to security department. Tel. No.0431-2577155 & 2577555.	

Workmen

 AN ISO 9001 COMPANY	பாரத் ஹெவ்வி எலெக்ட்ரிகல்ஸ் லிமிடெட் भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED (A Govt of India Undertaking) Tiruchirappalli, Tamilnadu – 620 014
	Name : N SENTHIL KUMAR Staff No. : 6205054
Valid upto : 31-JUL-2021	Asst. Chief Security Officer

Card No. : 10501	
Date of Birth : 07-DEC-1981	
Blood Group : O+	
Instructions	
<ul style="list-style-type: none">• This Identity Card should be worn while on duty in the company premises.• Should produce whenever demanded.• To be surrendered on transfer, retirement or resignation• Loss entails penalty• If lost, should be reported to the issuing authority immediately.	
If found, please return to security department. Tel. No.0431-2577155 & 2577555.	

Color Codes:

Employee Group	Red	Green	Blue	Darkness %	Color Name
Executives (E5 & above)	40	164	40	40%	Forest Green
Executives (E1- E4 incl Engg/Exec trainees)	214	41	41	50%	Fire Brick
Supervisor	153	230	255	80%	DeepSkyBlue
Workmen	255	182	193	86%	LightPink

ANNEXURE-B

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

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

Name

Company

Signature

[Restricted Use]

PART-I (ANNEXURE-C)
No Deviation Certificate

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

**Name of Works: PROCUREMENT AND PRINTING OF BIOMETRIC ID CARDS AND ACCESSORIES FOR A
PERIOD OF 1 YEAR**

Enquiry No: 9252100007: dt.20.01.2021; Due dt. 27.01.2021, 13.30 Hrs.

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

1) I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"

2) I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

3) I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.

4) I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

5) I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)