



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

P.O. BHEL Jhansi -284120

Human Resource Management

Expression of Interest (EOI) for

Biennial Contract for

Expression of Interest (EOI)

Biennial Contract for

**Supply of Software, Maintenance and Integration with existing Attendance
access control & surveillance system**

at

BHEL Jhansi

(EOI No: JS/HR /WC/BAS/15-16)

Issued To	-	
Bid Submission Date & Time	-	On or before 22 September 2015 at 13:45 Hrs.
Technical Bid Opening Date & Time	-	22 September 2015 AT 14:00 Hrs.

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Notice for Expression of Interest

To,

Dear Sirs,

Subject: Supply of Software, Maintenance and Integration with existing Attendance access Control and surveillance system at BHEL Jhansi.

Expression of Interest (EOI) in sealed form are invited for **Supply of Software, Maintenance and Integration with existing system and Biennial Maintenance of Biometrics/ Smart Card based Time & Attendance Recording System for 2 years** as per Technical Specifications and Terms & Conditions as enclosed.

General Instructions for the Bidders:

Specifications and other terms & conditions can be downloaded from our website, <http://www.bheljhs.co.in>, <http://www.bhel.com>. or can also be obtained by in-person from the office of Dy. Manager Human Resource Management (HRM) Department, Administrative Building, Ground Floor, BHEL Jhansi 284120 by depositing a Demand Draft of Rs 400/- +14% VAT, total Rs 456/-00 (non-refundable) in favor of "Bharat Heavy Electricals Limited" payable at Jhansi (UP) or cash at our Finance. However in case the documents are downloaded from Web site, the draft of Rs 456/- shall be enclosed along-with the **offer**.

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL Jhansi web site (<http://www.bheljhs.co.in>, <http://www.bhel.com>) in tender notification link.

1. Last date for sale of EOI document is **21/09/15 time 16:45**
2. Last date of submission of EOI offers is up to **13::00 Hrs. on due date 22/09/15.**

3. The bidder should meet the qualifying criteria mentioned in our Tender document. Compliance to qualifying criteria shall be supported by details like name, address, contact details of firms to whom such system has been supplied. Purchase order copies, commissioning reports, satisfactory performance reports etc. shall also be enclosed.
4. The offer shall be as per our specifications and shall be given in the formats provided in the tender document. Deviations if any along-with justification/write-up shall be clearly mentioned. Here bidder can also offer any better system, if available with them. This shall be clearly mentioned and highlighted in the offer. However BHEL reserves its right to accept or reject the offered system.
5. **Price-bids are not to be submitted at this stage in your offer.**
6. Short-listed parties will be called for pre-bid discussions, dates for which will be intimated later. On the basis of pre-bid discussions the final specs will be prepared and final tender shall be addressed to the short-listed parties.

Offers should be addressed to:

Gyanendra Singh
Dy. Manager (HR)
Administrative Building
Bharat Heavy Electricals Limited
PO: BHEL , Jhansi (U.P.)-284120

With Regards

For & on behalf of **BHEL Jhansi**

Gyanendra Singh
Dy. Manager
Human Resource Management
BHEL Jhansi (UP) 284120
Telephone No: - (0510)-2412323
Email Id: - gssachan@bheljhs.co

1. Request for Proposal & Qualification Criteria:

Bharat Heavy Electricals Ltd., Jhansi (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria below.

S.No.	Description
1	Experience of having successfully completed Biometrics Cum Smart Card / Smart Card Based attendance recording system working for a period of more than one year after commissioning, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: a. Three similar completed works each costing not less than the Amount equal to Rs. 12.00 Lakhs. Or b. Two similar completed works each costing not less than amount equal to Rs 15.00 Lakhs. Or c. One similar completed work, each costing not less than the amount equal Rs 24.00 Lakhs.
2	The bidder should have average annual turnover during last 3 years ending previous financial year of at least 10.00 Lakhs per annum & should have positive net-worth in past 3 financial years. Relevant certificate from bankers/ chartered accounts / IT return to this effect shall be submitted along with the offer.
3	Bidder should have in-house web based software development team for application software development, customization & implementation. List of such professionals along with their expertise area related to the said system to be submitted along with the offer.
4	<u>Statutory Requirements:</u> In the event of award of contract, the bidder/lessor will have to observe/perform all the laws/enactment of Central/State Government being in force for such type of work/services during the contract period. Details like your P.F. Account No., ESI Reg. No., Labour License No., Income tax PAN No allotted by the concerned authority, Documents regarding your registration with Sales Tax, Excise

	and Service Tax authorities etc. are all to be furnished in your quotation. In case any of the above statutory provisions are not applicable, the same shall be supported by certificates/documents. Self-declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL. Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
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Note:

- 1) Certificates and evidences should be provided as a proof for all the above mentioned qualification criteria along with the techno commercial bid.
- 2) If the bidders do not fulfill any of the qualification criteria mentioned above, the offer will be rejected.

2.0 INTRODUCTION & SCOPE OF WORK

BHEL Jhansi is a premier organization for Electrical Equipment Manufacturing having approximate work force 3600 workers comprising of Regular Employees, Contractor Workers, Trainees and Apprentices. We were having an Attendance system Installed and run by M/s CMS Computers Pvt. Ltd. Mumbai for last 5 years. Presently our card reader (In) are capable in multiple options of punching i.e. access through smart card (MIFARE) or through finger print and is applicable for recording of time for 'IN' entries while 'Exit' entries through Smart Card only. Various reports as per requirement are being generated through standalone system.

The details of equipment's in our existing system and quantity of Card Readers, Turnstile Flap Barrier& Boom Barrier etc. are as under:

SL No-	Item Description	Make	CMS Spec.	QTY. in Nos.
1	BIOMETRIC CUM SMARTCARD READER FREQUENCY 13.56 MHZ , READING RANGE UP TO 40 MM, RESPONSE TIME 2.5 SEC.	Sagem/CMS	BM01	24
2	BIOMETRIC READER	Sagem/CMS	BM02	8
3	SMART CARD READER- EXIT	Sagem/CMS	BM03	24
4	TRIPOD TURNSTILES	Shivanand Electronics	BM05	22
5	DOOR LOCKS ELECTRO MAGNETIC , 600 POUNDS		BM06	8
6	RETRACTABLE FLAP BARRIERS PASSAGE WIDTH 520 MM (MR RB-1)	Shivanad Electronics		2
6	BOOM BARRIER	Came Make	BM07	1
7	DIGITAL CAMERA, FINGER PRINT SCANNER		BM09	1
8	REMOTE CONTROL FOR BOOM BARRIER	CMS		1
9	PTZ DOME IP CAMERA	DVTEL	CM01	4
9	PTZ IP CAMERA	DVTEL	CM02	5

10	LOW END CAMERA FIX IP DIGITAL CAMERA	DVTEL	CM03	10
11	VIDEO MONITORING, RECORDING SYSTEM HW+SW	DVTEL	CM04	1
12	Card Printer and Finger Capturing set			1
13	VIDEO MONITORING DISPLAY	Samsung	CM05	2
14	UPS WITH 2 HOURS BATTERY BACKUP	Offcom System Private Ltd.	PW01	21

Note: The Bidder has to ensure proper maintenance of all the above equipment on what is where is basis. Bidder can visit site for any confirmation and clarification before submission of bid. However in case of Card Readers, if maintenance of Biometrics Smart Card Readers/ Card Reader becomes impossible due to of Machines becoming obsolete and non-availability of spares then Biometrics Cum Card Reader /Card Reader can be replaced with new ones suitable to our Existing system and running software. For which Bidder has to quote separate rates.

Integration with Camera is optional and will be reviewed during techno-commercial bid.

Scope of Work:

The scope of work is to develop a web based Software for attendance recording/monitoring system and maintaining the existing infrastructure.

At present SQL database is in use as a backend and Data log Pro as a frontend s/w.

The bidder has to successfully make all the existing equipment fully functional as per the requirement. Bidder has to ensure the following:

- A. Maintenance of Existing Hardware and replacement wherever required.
- B. Oracle10g based Software for attendance system, report generation as per annexures attached, Entry/Exit control, and Excel utility for leave data generation and integration with SAP.

- C. Smart Card Creation / Printing and capturing of Fingerprint data for Biometrics.
- D. Resident Engineer: Full time trained Resident Engineer having at least one year working experience in handling the attendance system in your organization and capable of sorting out day to day problems.
He should have knowledge of software/ Hardware relating to this project. His scope of work is to maintain the existing system and to help in capturing Data for finger print of employees and generation of Identity cards / smart card Printing and get it enabled to the system.
- E. During any change in location of readers supply and installation of UTP cables from nearest Network Switch to the device shall be done by the bidder.
- F. Maintenance of UPS: BHEL will provide battery bank for all the access machines installed. Bidder has to maintain the UPS.
- G. Generation of User manuals (i.e. User Manual, Operation Manual & Administration manual)

Bidder has to ensure support agreement with the OEM for providing spare and technical support to smooth operations of our existing system.

(Optional) LED indication Green & Red may be provided in Existing card Readers as Signal of Access Granted as green & Access Denied as red. Bidder has to quote possibility & rates.

3.0 INSTRUCTIONS AND GUIDELINES TO BIDDERS

3.1 BIDDER TO INFORM HIMSELF FULLY:

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

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

3.2 PROCEDURE FOR SUBMISSION & OPENING OF BIDS

3.2.1 EOI bids shall be accepted by the official inviting the tenders, on or before the due date & time indicated in the Tender Notice. It shall include the following:

1. Tender Fees (If the Tender documents are downloaded from Web Site) of **Rs. 456/-** in favor of **“Bharat Heavy Electricals Limited”** payable at **Jhansi**. In the absence of submission of same, the offer will be rejected.
2. Bound volume of:
 - a) *Technical Specification & Checklist* (Pg 32) dully filled for all the items. **The bidder should offer only as per Technical Specification of the equipment.** BHEL reserves the right to accept or reject the technical offer.
 - b) *Bill of Material of Major Items*
 - c) *Enclosures as defined in Checklist of Formats (Clause no. 8) Pg 32.*

3.3 MARKING ON ENVELOPE

The bids shall clearly mention **EOI NO. , DESCRIPTION & DUE DATE OF**

OPENING .This envelope shall be addressed to the official inviting tender by name and designation as mentioned below:

Gyanendra Singh
Dy. Manager (HR)
Human Resource Management
ADM Building, BHEL Jhansi -284120
Telephone No: - (0510)-2412323
Email Id: - gssachan@bheljhs

3.4 BID SUBMISSION

3.4.1 Bids shall be sent to the official inviting tender, Bids can also be sent by post ("**REGISTERED/SPEED POST**") only and shall be posted with due allowance for any postal delay. Bids shall reach us latest by 13:00 Hrs. of the due date.

4.0 COMMERCIAL TERMS AND CONDITIONS FOR BIDDERS

4.1 GENERAL

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

Time period for AMC shall be two years (from date of Start of functions) .

4.2 Expectations from Bidder /Lessors

Bidder /Lessor is required to give a total solution & services as per specifications enclosed. The full working of the system from various blocks and gates is to be implemented. All equipment's and services is the responsibility of the Vendor/Lessor. In case, any extra item is required for complete functioning of the system, the same must be included and shall be quoted. Bidder /Lessor is to give in detail the methodology for implementation of the proposed solution.

4.3 Contract Agreement

This tender document shall be deemed to form an integral part of the contract to be entered into for this work. The successful bidder shall have to enter into a contract agreement on non-judicial stamp paper of Rs 100 (Rupees one Hundred only) within 30 days of award of the contract, which will remain valid for the entire period of the contract.

4.3 SUPPLY CONDITION SOFTWARE:

After supply of Software, the software will be property of BHEL. Bidder has to disclose all sources code and passwords to BHEL. The Bidder /Lessor has also to produce a certificate from his principle OEM for back to back support as per enclosed format.

4.4 DELIVERY:

Delivery (i.e. Supply of software and Integration with our Data base.) period shall start from the date of Letter of Intent (LOI). The Project is to be **completed within 4 weeks** from the date of LOI.

Bidder has to submit **Project completion schedule /Bar chart** along with the offer. **The project completion means acceptance of Total Project by BHEL as per the General Features & Technical Terms and Conditions mentioned at clause 5.0 pg 25 of the EOI document.**

4.5 RATES

Rates to be quoted on lease/ quarter basis for 2 years lease period inclusive of all taxes and duties, freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares during the lease period. Rates shall remain FIRM without any variation till completion of the lease contract.

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes on lease should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like "Right to use"/service tax/ lease tax; etc on lease rental and evaluation will be based on taxes indicated by the bidder. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes on lease will be entertained against documentary proof.

4.6 PAYMENT TERMS

The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoices(s) in triplicate clearly indicating taxes applicable on verified invoices.

Bidder / Lessor have to complete installation at the locations to be identified by BHEL along with LOI/ Order. The first quarter lease payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. An installation certificate will be issued by BHEL after meeting all the technical requirements mentioned at clause 5.0 pg 25. Thereafter, payment will be due at the end of each quarter.

4.7 EARNEST MONEY DEPOSIT

NOTE: (EMD IS NOT TO BE PAID NOW WITH EOI, SHALL BE PAID ONLY ALONGWITH THE TENDER BY PARTIES SHORTLISTED AFTER EOI)

Earnest Money Deposit (EMD) for the tender is **Rs. 1,00,000/- (Rupees One Lakh only)** payable in the form of Pay Order/ Bank Draft in favour of “**Bharat Heavy Electricals Limited**” payable at **Jhansi**. In the absence of submission of EMD, the offer will be summarily rejected.

4.7.1 EMD of the Bidder / Lessor shall be forfeited if

- i) After opening of the tender, the Bidder / Lessor revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The Bidder / Lessor does not commence the work within the period as per LOI/Contract.

4.7.2 EMD given by all unsuccessful Bidder / Lessor shall be refunded normally within fifteen days of acceptance of award of work by successful Bidder / Lessor.

4.7.3 EMD shall not carry any interest.

4.7.4 EMD of the successful Bidder / Lessor shall be converted into Security Deposit and adjusted against amount due to him.

4.8 SECURITY DEPOSIT

Security deposit is to be deposited by the Bidder /lessor after the issue of LOI/work order but before the start of work.

The rate of Security Deposit will be as below:

- Up to Rs. 10 lakhs: 10%
- Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

4.8.1 The Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, demand Draft in favour of BHEL iii)Local cheques of Schedules Banks, subject to realization
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan VikasPatras, etc. (Certificates should be held in the name of the Contractor furnishing the security and duly pledged in favour of BHEL and discharged at the back).
- v) Bank Guarantee in BHEL Format from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in other form of security.
- vi) Fixed Deposit Receipt issued by Scheduled Banks /Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the security Deposit should have been deposited before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security Deposit
- ix) The Security deposit shall not carry any interest.

4.9 PENALTY FOR DELAY IN PROJECT COMPLETION

For the delay in **project go live (i.e. Installation, integration & report retrieval)**, penalty shall be levied at the rate of 0.5% per week subject to maximum of 10% of the Quarterly lease rental charges.

4.10 DEDUCTION FOR DOWNTIME :

DOWNTIME CALCULATION FOR THE SUPPLIED EQUIPMENT & SERVICES

Bidder /Lessor shall be responsible for running the system at the uptime of 99.9 % per month or higher. The deduction for downtime will be as mentioned below.

Deduction from payments will be made for non-availability of any of the equipment for any downtime during the entire lease period as detailed below. The downtime will be calculated on hourly basis per month on 24 hours basis. While the reports for downtime should come electronically for all the devices on monthly basis.

Downtime calculation

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

If equipment is down for “X” Hours in a day:
Quarterly lease amount of equipment is Rs. A
Then the deduction for equipment will be: Rs. $[A / (90*24)] * X$

For downtime deductions, the total downtime shall be taken into consideration, which implies that the no grace period will be given.

Downtime calculation will be applicable for non-availability of services arising because of malfunctioning of Turnstile, Flap/Boom Barrier, Biometrics /Smart

Card Readers, Network connectivity failure between edge level switch & the Smart Card Reader etc.

Note: If the uptime for any equipment falls below 99.9 % continuously for one month, the equipment shall have to be replaced by the Bidder/Lessor, without any extra charge.

4.11 MAINTENANCE

Adequate number of onsite, resident engineers, to ensure 100% uptime and to coordinate daily operations including monitoring, maintenance & support for 24x7 working shall be available.

Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the lease period. However in case of any defect or sabotage or damage due to any reason whatsoever, the same equipment should be rectified/replaced by the vendor within 24 hrs (24x7 manner) of reporting of such incident. Vendor shall maintain sufficient equipment inventory onsite to rectify/replace the damaged/defective/non-functioning equipment. Vendor has to submit the monthly inventory status to BHEL in a prescribed format. Periodic maintenance check should be carried out to keep the equipment in good working conditions and vendor has to submit the quarterly maintenance report to BHEL. Maintenance covers spare parts including all plastic, glass, rubber parts, .. etc.

4.12 TRAINING

Training of four BHEL personnel will be part of the contract. During installation at our location/campus the associated BHEL coordinators will be guided on the configuration being made and usage.

4.13 INDEMNITY

Bidder/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims;

- a. Which may be made in respect of the use of Item(s)/services supplied/rendered by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software.
- b. For injury or damage caused by his negligence or the negligence of his employees or arising from any defect in the goods supplied or any work carried out by him.
- c. For injury to his employees or employees of his agent(s), whilst on Purchaser's premises.
- d. Any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

All such claims in this regard will be settled as per Indian Laws. In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform the Bidder/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

4.14 CONFIDENTIALITY

Bidder /Lessor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

4.15 FORCE MAJEURE

Bidder /Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such

act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

4.16 RISK PURCHASE

Purchaser/Lessee shall reserve the right to terminate the order/contract and enter into lease at the risk and cost of the Vendor/Lessor, either the whole or part of the Systems/goods/Service, which the Vendor/Lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor/Lessor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser/Lessee may sustain by reason of such lease contract. This clause will be operated only after completion of delivery period including minimum time period for maximum penalty.

4.17 PATENTS & TRADEMARKS

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

4.18 SUB-CONTRACTING

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee.

4.19 TERMINATION OF THE LEASE CONTRACT & ITS CONSEQUENCES

- 4.19.1. Purchaser/Lessee reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Bidder/Lessor, or nonperformance of the equipment/system below 98% continuously for more than 1 month, at the risk and cost of the Bidder /Lessor.
- 4.19.2. Bidder/Lessor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 4.19.3. Lessee reserves the rights to cancel the lease agreement with a notice of one month, in case the equipment and services are not found to be satisfactory by the Lessee.
- 4.19.4. Fore-closure: In case of fore-closure of the lease agreement by the lessee for reasons not attributable to the vendor, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period.
- 4.19.5. **CONSEQUENCES:** As soon as the lease agreement is cancelled / terminated by the Lessee, no lease rent will be payable to the Lessor.
- 4.19.6. **SUSPENSION:** BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension

4.21 SETTLEMENT OF DISPUTES / JURISDICTION

- 4.21.1. BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.
- 4.21.2. Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 4.21.3. However, the Bidder /Lessor shall continue to perform the Order/Contract, pending settlement of dispute(s).
- 4.21.4. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only. .

4.26 ARBITRATION

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration of the sole arbitration of the Executive Director/ GM of BHEL, Jhansi or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Executive Director /GM to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award.

4.27 ACCEPTANCE OF ORDER

Letter of Lessor's acceptance of the LOI/ Order/ Contract is to be submitted within one week. This is to be submitted along with Security Deposit as specified in clause no. 4.8.

4.28 SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER

Shifting of equipment from one location to another within BHEL Jhansi Factory/ Campus shall be the responsibility of the Bidder /Lessor. 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.

4.29 ADDITIONAL FACILITY REQUIRED IN FUTURE :

In case any additional facility is required, the Vendor/Lessor shall provide the same at mutually agreed terms. BHEL also reserves the right to extend the lease after expiry of initial period. The extension will be decided on mutually agreed rate (rate should not exceeds the quarterly maintenance charges of the equipment) and terms & conditions and will be valid only after written communication to this effect.

4.30 During the contract period, if expansion of the system is required then Bidder /Lessor shall carryout the work as per rates given in the Work Order on pro-rata basis.

4.31 BLOOD RELATION: Should a tenderer has a relation whether by blood or otherwise with any of the employees of BHEL, the tenderer must disclose the relations in the Form of Declaration as per format at Annexure-E at the time of submission of Tender failing which BHEL may at its discretion reject the tender or rescind the contract

4.32 NON-DISCLOSURE AGREEMENT (NDA) :Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software,

drawings & documents, etc. belonging to the Purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. 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 Performa for the Non-Disclosure Agreement is attached as **Annexure-F**.

4.33 DISCLOSURE OF PERCENTAGE OF DOMESTICALLY MANUFACTURED ELECTRONIC ITEMS:

Bidder has to disclose the percentage of domestic value addition in terms of BOM required for the electronics product.

4.34 LEGAL COMPLIANCE :

- a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- b) The work shall be supervised by the contractor or through the authorized repetitive on day to day basis.
- c) The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- d) In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

- e) Security deposit will be released on submission of following certificates from departments **mentioned as under:-**
- i) Completion of work and certification of payment of minimum Wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting department and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Department and Verified by HR Department
 - iv) No dues certificate from contractor regarding Service Tax Payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - v) In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

5.0 GENERAL FEATURES AND TECHNICAL TERMS & CONDITIONS

A.

1. Oracle 10g database must be used for the complete application as backend.
2. The Bidder shall specify item wise compliance to Technical Specification and furnish the complete Bill of Material (BOM) with part numbers and quantity for all the products/items. Technical specifications and checklist in line with the desired requirements.
3. **The Bidder shall submit the proposed plan of execution and the methodology to execute the plan at the time of bid submission.**
4. Successful bidder shall constitute a project implementation team headed by the project manager. This team will work with BHEL team to formulate the exhaustive project implementation plan. This plan shall be ready before the product delivery for faster execution of the project.
5. The Successful Bidder shall assign a Project Manager with experience of around 2 years as the single point of contact for BHEL.
6. After the placement of LOI, the bidder's team along with Project Manager shall visit BHEL to study a) the existing processes related to Attendance Recording & Authentication and b) to prepare SRS (Software Requirement Specifications) as per BHEL's requirement. After the study the team will prepare and submit a report indicating processes (as is & to be) & detail SRS, duly signed by Project Manager & BHEL.
7. The Successful Bidder shall generate plans, diagrams, configurations, documentation and other associated activities for the project implementation during the delivery period but before the actual delivery dates of the items. The training should also be completed before the project completion.
8. Once the software delivered at site, the Project Manager and a team of Project Engineers will install, configure, test and document the setup to ensure functionality and compliance to the required technical designs

9. The Bidder shall be able to ensure the availability of required spares for existing equipment already installed for a period of at least two. The bidder shall provide the documentary proof of backend support letter from Principal Manufacturer, which includes Software Update support and hardware support from OEM.
10. Any software updates, patches updates including version change with respect to the Smart Card Readers, Servers, Operating Systems & Application Software should be regularly provided during the entire lease period.
11. Bidder to maintain confidentiality of data and services being provided by BHEL
12. **REVERSE AUCTION:** In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
13. BHEL shall hold pre-bid discussions, the date & time shall be intimated later.

B. FUNCTIONAL REQUIREMENT:

1. The System will be on-line to our intranet. Elevation/ front End will be web based.
2. Automatic DATA retrieval Facilities in Software must be provided, such as Finger print reader or smart card punching, then these DATA is needed to retrieved form device and up loaded to our on- line Attendance System automatically and to be synced to BHEL SAP & Oracle 10g system.
3. **Regularization Analytical Reports:** In addition to above following analytical reports will also be required:
 - a. Daily Attendance Report, Monthly Worked Hour Reports, Annual Attendance Report, Individual Leave and Official Visit Report, Summary Leave and Official Visit Report, Short Hour Report, Habitual Absenteeism, Out Pass, Regularization Overtime Reports etc as per our requirement.

4. Attendance Software Features:

- a. On line Attendance system
- b. Auto Attendance logs impose
- c. Quick Attendance set-up, Easy Learning,
- d. Support customized
- e. Reports.
- f. Card Identification
- g. Finger Print Biometric Attendance
- h. Password Security.

5. Time Attendance system :

- a. Online Time attendance System
- b. Track time who comes late & leaves early
- c. Manage official Entry & Exit
- d. Manage Shift and Day-off
- e. Manage Overtime
- f. Manage Holiday
- g. Get worked hours report for payroll.

6. Leave Management

System will take Employee Master Data from SAP. Bidder shall provide final leave data (after regularization such as Tour, official visit & HOD approval) in excel format for exporting in BHEL Jhansi SAP system.

7. Login I.D.:

Software must have provisions for following type of login I.D. to view Daily, Monthly, Annual Reports, Manage Shift Days, off Days plan Holiday, and to view working status of all card reader as well as s turnstile & Flap Barrier and Boom Barrier gates etc.

Following types of login I.D. must be in software.

- a) Admin I.D. : for time office
- b) HOD I.D. : for concerned HOD

- c) Individual I.D. : for concerned employee
- d) S.O.D. I.D. / Leave Coordinator (LC) ID : for concerned section Head
- e) Super User I.D. : For Unit Head & Head of H.R.

Detailed function and rights of above I.D. shall be as under:

- a) Admin I.D. :** For time office to maintenance & operation of the system i.e. Manage Employee information .View daily monthly, annual individual, Department wise, Over All, Designation wise, department wise, contract wise, contractor wise reports to manage and pupation of shift master, off day, Holidays Holiday master etc. and to view working status of all card reader as well as s turnstile & Flap Barrier and Boom Barrier gates etc.
- b) HOD/ Manager Login I.D.:** To manage subordinate employees Leave regularization of official visit, approve and regularize short hours as per company policy. View Daily/ Monthly/ Annual attendance etc. reports for a respective department.
- c) SOD/ Leave Coordinator Login I.D.:** Same as 7(b) but limited to only respective section of a department.
- d) Employee (Individual Login) Login ID:** Employee login must have following provisions: View Personal Attendance, Apply Leave and Official Visits, Apply Regularization, Apply for out Pass, View upcoming Holidays, etc.
- e) Super user Login I.D.:** All above rights except maintenance.

8. COMPLIANCE ISSUES RELATED TO CONTRACT WORKERS:

a. Labour Law Compliance:

Contract Labours are governed by the Labour Law of India. Bidder shall provide software to ensure labour compliances like monitoring the labour license expiry, Form XIV, Form XVI Muster Roll, Register of Wages in line with form XVII.. etc.

b. EPF / ESI Compliance:

The principal employer is responsible to ensure that the contractor has deposited the PF/ESI amount for every contract worker. Bidder shall provide software to ensure that contract has deposited the EPF/ESI

amount of every contract worker. This data can be synchronized with government EPF/ESI Portal.

Access of entry of contract worker will be allowed only if above compliances are met.

c. COMPLIANCES UNDER OTHER ACTS:

The Software can help in adhering to compliances related to Service Continuity, Man Hours, Max OT, Double Shift etc. Organizations have to follow many norms regarding the service continuity and giving a break after a specific period.

d. OHSAS:

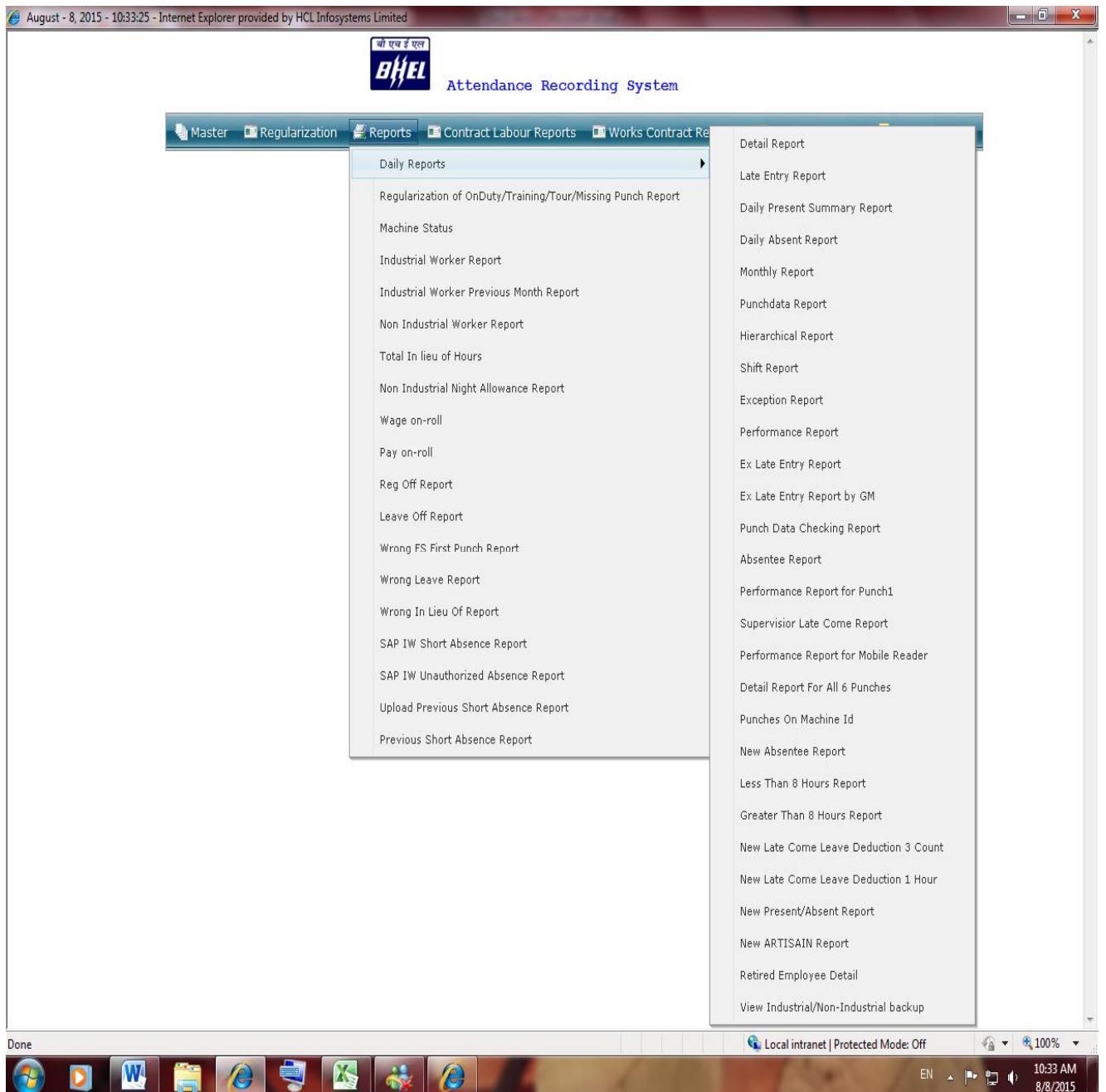
Occupational Health & Safety compliance requires records for Periodical Medical check-ups, Records of PPEs issued, Induction Training etc. Using software the records for this compliance can be maintained.

e. Regularization Analytical Reports:

In addition to above following analytical reports will also be required: Daily Attendance Report, Monthly Worked Hour Reports, Annual Attendance Report, Individual Leave and Official Visit Report, Summary Leave and Official Visit Report, Short Hour Report, Habitual Absenteeism, Out Pass, Regularization Overtime Reports etc. as per our requirement.

6. List of Various Reports:

Tentative list of web based reports to be generated is as below. Facility to export the report in excel is also required.



7. Template for leave regularisation:

15 - 10:24:02 - Internet Explorer provided by HCL Infosystems Limited

BHEL Attendance Recording System

Master Regularization Reports Contract Labour Reports Works Contract Reports

Self Reg. of OnDuty/Training/Tour Request/Missing Punch
 Reg. Under Employee
 Accept/Reject Reg. of OnDuty/Training/Tour/Missing Punch
 Shift Change
 Reader Allocation
 Reader Allocation For Contract Labour
 Block Smart Card
 Generate New Card No.
 Encoding For ET
 Week Off Change

IncomeTax Welcome to UNO State Bank of India

10.8.1.12/uno/ESS_Dashboard.aspx

Mission About Products Feedback **GYANENDRA** Sign out | Change Password

File Management Tempus Employee Self Service

OutPass New Request for Regularization

Current Month Attendance Summary	
Total Working Days	26
Total Working Hours	208
Total Present Days	0
Total Present Hours	
Total Absent Days	24
Total Absent Hours	192
Total Short Hours	
Total Extra Hrs.	00.00
Late Coming Days	0

June 2015						
May	Tue	Wed	Thu	Fri	Sat	July
Go to the previous month	1 Work Day Present 07:51 17:05	2 Work Day Present 08:07 17:31	3 Work Day Present 08:07 18:27	4 Work Day Present 08:14 19:51	5 Work Day Present 08:06 18:29	6 Work Day Present 08:02 18:03
7 Work Day Absent	8 Work Day Present 08:07 16:39	9 Work Day Present 08:11 17:05	10 Work Day Present 08:12 18:21	11 Work Day Present 07:54 19:05	12 Work Day Present 08:13 17:13	13 Work Day Present 08:06 16:57
14 Work Day Absent	15 Work Day Present 08:16 18:45	16 Work Day Present 08:23 17:47	17 Work Day Present 07:58 17:26	18 Work Day Present 08:29 18:31	19 Work Day Present 08:18 17:17	20 Work Day Present 08:29 18:03
21 Weekly Off	22 Half Day Present 07:34 15:13	23 Work Day Present 07:07 16:42	24 Work Day Present 07:34 19:37	25 Work Day Present 07:34 19:40	26 Work Day Present 08:13 17:58	27 Work Day Present 07:35 16:57
28 Weekly Off	29 Work Day Present 07:35 18:01	30 Work Day Present 07:34 17:07				

My Profile	
	GYANENDRA SINGH
ID	02521032
Designation	Dy. MANAGER
Email	gssachan@bheljhs.co.in
Location	Jhansi
Reporting	H K VERMA
Department	HUMAN RESOURCE MANAGEMENT

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JavaScript...doPostBack('ctl00\$ctl00\$ContentPlaceHolder1\$ContentPlaceHolder1\$Calendar1', 'v35999')

ENG 08:15
IN 28-08-2015

8. Check List of Formats (To be attached with techno commercial Bid Duly Filled by The Vendor).

Sl No	Annexure to be attached	Format attached as annexure	Whether attached (Yes/No)
1.	Performa for Organizations details	Annexure-A	Yes/ No
2.	Authorization Letter from OEM for Card Readers	Annexure – B	Yes/ No
3.	No deviation Certificate	Annexure –C	Yes/No
4.	Annual Turnover Chart	Annexure-D	Yes/ No
5.	Details of Major Project Executed.	Annexure-E	Yes/ No
6.	Third Party Non-Disclosure Agreement	Annexure -F	Yes/ No
7.	- Disclosure/ Declaration for Blood Relation with BHEL (Owner) Employee Annexure -G	Annexure-G	Yes/ No
8.	Bill of Material	Annexure-H	Yes/ No

Note: All the above check list documents needs to be submitted on the Letter Head of the bidder.

ANNEXURE - A

PERFORMA FOR ORGANIZATION DETAILS:

(A) Essential Documents Required

1. Name of the firm: _____

2. Name of the Proprietor/Partners: _____

3. Address and Contact Numbers: _____

5. PAN/TAN Number: _____

6. Service Tax Number (PAN Based) : _____

7. VAT/TIN/CST Number: _____

Copy of Certificate Enclosed / Not Enclosed

(To be submitted only in case where material transaction is involved)

8. Audited financial statement/CA Certificate as per tender:

Enclosed / Not Enclosed

9. Experience Certificate: Enclosed / Not Enclosed (Must indicate Phone

Nos and address of customers)

(Along with necessary enclosures as per tender to be submitted)

9. Acceptance of RA: Accepted/Not accepted.

Signature with Name & Office Seal

(B) Desirable:

1. ESI Code Number : _____

Copy of the ESI Certificate Enclosed / Not Enclosed

2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed

We will fulfill all the obligations and abide by the Terms & Conditions mentioned in the enquiry.

Name of Contact Person:.....

Contact Phone No:

Email:Signature
with Name & Office Seal

Date:

.....

ANNEXURE - B

FORMAT FOR "LETTER OF AUTHORITY"

Tender Enquiry No. : **Date : --/--/----**

To,

Subject: **Letter of Authority**

Tender Ref. No.:, **dated --/--/----**

Dear Sir,

We hereby authorize _____ who will fulfill the requirements of the tender enquiry ref. no., dated --/--/---- to quote/ negotiate and service the equipment as required in the above tender enquiry. This authorization is valid only for the following equipment for which we are the OEM:

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

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

(Authorized Signatory)

For _____

Place:

Date:

Note: This 'Letter of Authority' should be issued on the letterhead of OEM and enclosed in Part-II.

ANNEXURE C

FORMAT FOR “NO DEVIATION CERTIFICATE”

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

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no.

....., dated --/--/---- This is to expressly certify that our offer contains **no deviation** either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

ANNEXURE D

ANNUAL TURNOVER OF BIDDER

Tender Enquiry No. : **Date : --/--/----**

S.No.	Financial Year	Turnover (In Rs. Lakhs)
1	2012-13	
2	2013-14	
3	2014-15	

Place:

Signature with seal

Date:

ANNEXURE E

**EXECUTED MAJOR ORDER DETAILS
(As per Qualification Criteria)**

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

S.No.	Organisation Name/ Contact Person details and Phone No.	Type of equipment supplied	Details of project
1			
2			
3			

Place:

Signature with seal

Date:

Annexure-F

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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 :

Seal :

Annexure: G**Declaration Form**

“Tender Supply of Software and Integration with existing Attendance, access control and surveillance system “

SL No	Particulars	Yes / NO
1	If the tenderer has relations whether by blood or otherwise with any of employees of BHEL (Owner), the tenderer must disclose the relation at the time of submission of Tender, failing which, BHEL shall Reserves the right to reject the Tender or rescind the Contract. (If Yes, give the following details) a) Name and Designation of the Employee b) Place of Posting c) Relation with the Employee	
2	P.F. Registration No of the Contractor (along with Documentary proof thereof)	
3	PAN No of the Contractor (along with Documentary Proof thereof)	
4	Service Tax No. of the Contractor (along with Documentary Proof thereof) (Signature of the tenderer with SEAL)	

Signature with Seal

Place: _____

Date: _____

Annexure-H**Bill of Material of Major Items:**

A. Details of items Maintenance required on 2 year Lease for maintenance:

SL No	Item Description	Make	CMS Spec.	QTY. in Nos.
1	BIOMETRIC CUM SMARTCARD READER FREQUENCY 13.56 MHZ , READING RANGE UP TO 40 MM, RESPONSE TIME 2.5 SEC.	Sagem/CMS	BM01	24
2	BIOMETRIC READER	Sagem/CMS	BM02	8
3	SMART CARD READER- EXIT	Sagem/CMS	BM03	24
4	TRIPOD TURNSTILES	Shivanand Electronics	BM05	22
5	DOOR LOCKS ELECTRO MAGNETIC , 600 POUNDS		BM06	8
6	RETRACTABLE FLAP BARRIERS PASSAGE WIDTH 520 MM (MR RB-1)	Shivanad Electronics		
6	BOOM BARRIER	Came Make	BM07	1
7	DIGITAL CAMERA, FINGER PRINT SCANNER		BM09	1
8	REMOTE CONTROL FOR BOOM BARRIER	CMS		1
9	PTZ DOME IP CAMERA	DVTEL	CM01	4
9	PTZ IP CAMERA	DVTEL	CM02	5
10	LOW END CAMERA FIX IP DIGITAL CAMERA	DVTEL	CM03	10
11	VIDEO MONITORING, RECORDING SYSTEM HW+SW	DVTEL	CM04	1
12	Card Printer and Finger Capturing set			1
13	VIDEO MONITORING DISPLAY	Samsung	CM05	2
14	UPS WITH 2 HOURS BATTERY BACKUP	Offcom System Pvt Ltd	PW01	21

Note : Bidder should visit the site for survey and indicate the various replacements required for above existing line items.

B. New Items Required:

SL No	Item Description	Spec.	Qty.
1	Smart Cards (4 K Memory) Jacket/ Card Holder, Lanyard, Photography, Capturing of Finger Print and printing of smart cards with lamination. All consumable i.e. Ribbon colour and B/w shall be in scope of Bidder.	MIFARE 13.56 MHz Frequency. ISO 1443 Type A	1500 Per Year

C. New Items (Optional):

The list of optional items is as given below. Bidder may submit alternate proposal meeting our requirement for Biometrics cum smart card system for approx. 3500 employees.

SL No	Item Description	Spec. to be furnish by bidder
1	BIOMETRIC CUM SMARTCARD READER.	
2	BIOMETRIC READER	
3	SMART CARD READER- EXIT	
4	TRIPOD TURNSTILES	
5	RETRACTABLE FLAP BARRIERS PASSAGE WIDTH 520 MM (MR RB-1)	
6	BOOM BARRIER	
7	DIGITAL CAMERA, FINGER PRINT SCANNER	
8	UPS WITH 2 HOURS BATTERY BACKUP	
9	EXTERNAL LED INDICATION LAMP (GREEN AND RED) FOR ACCESS GRANTED AND ACCESS DENIED.	