

REQUEST FOR PROPOSAL

Name of Work: - Supply, Installation & Commissioning of Biometric Attendance System with 1-year warranty.

1.1 BRIEF SCOPE OF WORK

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) requires **Biometric Attendance Machines with Software for its Unit located at Rudrapur**. The tender is invited for supply, installation and commissioning of Biometric Attendance Machines with software having a warranty of minimum 1 year.

- 1.1.1 Design, Supply, Installation, Configuring, Testing, Commissioning of the Biometric Attendance System.
- 1.1.2 The system shall record the attendance of the employees and produce the report as per the requirements of BHEL rules. (Annexure-A6). The system should have the option to download the report in Excel and Pdf format.
- 1.1.3 The Attendance software shall capture the data regarding the leaves taken by the employee from SAP and reconcile with the punch records to automatically generate the absentee statement for each employee.
- 1.1.4 The employee should have the option to apply for leave, apply for regularizing the absence/ late punch, viewing the punch/absence/leave details etc.

1.1.5. The system will be in Warranty Period for a minimum period of 1 year.

Bidder should submit authorization by OEM as per Annexure-A2.

2.1 PROCUREMENT UNDER WARRANTY SCHEME

Warranty period shall be of minimum 1 year and the Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive maintenance including repair/replacement of parts during the warranty period and any other incidental charges. All the statutory taxes like GST etc. will be payable extra at actuals. Warranty Period shall start from the date of **successful installation by bidder and acceptance by BHEL, Rudrapur**. Acceptance Test/Procedure Plan shall be ensured by successful vendor. Bidder shall be responsible for **comprehensive maintenance** of the supplied equipment & services during the entire warranty period. An amount equal to 5 per cent of P.O. value will be withheld for warranty period. It will be released after the completion of warranty period.

3.1 BIDDER TO INFORM HIMSELF FULLY

3.1.1 The bidder shall closely peruse all the clauses, specifications, drawings 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 contact the official inviting the tenders, for clarifications, before submission of the tender.

3.1.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder 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. Any offer not meeting the scope/specifications, terms, conditions, and any other clause specified in the tender documents shall be rejected.

3.1.3 BHEL reserves right to increase or decrease the quantity based on final requirements.

3.2 NO DEVIATION CERTIFICATE

3.2.1 Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a "No Deviation Certificate" as per format enclosed (Annexure-A3).

3.3 TENDER EVALUATION

3.3.1 All the bids received, shall be subjected to technical evaluation in order to determine the suitability/capability of the bidder to execute the contract as per BHEL's specification. As a part of technical evaluation the bidder will be called at BHEL-Rudrapur and asked to give live demonstration of the system being offered. In case the bidder does not turn up for demonstration or the performance of the system is not up to the specification or requirement of BHEL, then the bid shall be liable to be technically rejected.

3.3.2 The offers of Technically qualified (as per Technical Bid Format Annexure - A4) parties will be evaluated based on the **total cost to BHEL (as per price bid format Annexure - A5)** for the entire scope of the tender.

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

3.3.4 All statutory taxes like GST if any shall be extra at actuals.

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

3.3.6 Successful bidder shall enter into agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at his own cost. ??

3.3.7 The reports mentioned in Annexure- A6 are only indicative and not exhaustive. The vendor may ensure that the reports generated by the software proposed in the tender caters to the requirements of BHEL.

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3.3.7 There shall be provisions for transferring the data through USB port in such rare case that administration deems it fit to get the data using pen drive, USB devices or Serial devices

4. SPECIALTERMS 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.

4.2 EXECUTIVE SUMMARY

4.2.1 Rates quoted shall be inclusive of the following during the warranty period and shall remain FIRM without any variation till completion of the contract period.

- a) Freight, handling and packing charges, transit insurance, installation etc.
- b) Troubleshooting on requirement basis.
- c) Spares & Software/Firmware Updates.

However, all taxes & Duties as applicable are extra at actuals.

4.2.2 Bidder is required to give a total solution & services. The full working of all Equipment and Services is the responsibility of the Bidder. In case any extra item is required for complete functioning of the system, no additional payment shall be made for that.

4.2.3 Comprehensive maintenance during warranty period shall include the following:

- a) Replacement of faulty equipment
- b) Installation charges
- c) Site inspection charges if required.

4.3 Warranty Period:

4.3.1 Warranty Period will commence only after successful supply, installation and commissioning of the entire equipment as per the scope of the contract. The completion of installation and commissioning shall be as per the mutually agreed ATP (Acceptance Test Plan) and shall be certified by BHEL.

4.4 SUPPLY CONDITION

All equipment supplied and installed at the stipulated locations shall be NEW and conforming to the contract technical specifications. The certificate of newness is to be furnished. The Bidder has also to produce a certificate from his principal OEM for back-to-back support for the complete warranty period for all items as per the enclosed format.

4.5 DELIVERY/ INSTALLATION & COMMISSIONING:

4.5.1 Delivery schedule of all the equipment, installation and commissioning shall be within 1 month from date of issue of LOI.

4.5.2 All ordered equipment shall be supplied with relevant test certificates, certificate of newness of equipment and any other statutory/relevant documents.

4.5.3 Complete technical literature pertaining to the products, any relevant bench mark results/test results are to be submitted along with technical offer.

4.5.4 Thermal Printed RFID Card compatible with the Biometric Machines installed by the Vendor shall be supplied along with I Card Holder & Ribbon.

4.6 TRAINING

Training of BHEL personnel shall be part of the contract.

During installation at BHEL, the associated BHEL representatives shall be guided on the system usage and minor maintenance & troubleshooting.

4.7 INSTALLATION AND COMMISSIONING

The cable laying and connectivity of equipment in the system will be in the bidder's scope. Delivery and installation to be done by the bidder at BHEL premises under the supervision of Concerned BHEL Officials. During installation at respective locations the associated BHEL representative will be guided on the configuration being made and used.

The completion of installation and commissioning shall be certified by BHEL and commissioning certificate shall be issued by BHEL to the vendor/bidder.

BHEL shall provide basic infrastructural support required for installation and commissioning of the equipment viz. civil works, network switches, electric power points etc.

4.8 ACCEPTANCE TEST PLAN (ATP):

- a. Complete system supply, installation and running of system as per requirements and technical specifications must be completed for proceeding with ATP.
- b. Soft copy and hard copy of complete system documentation, user manual, giving details of configuration, various wiring diagrams, layout, marking and labeling of all cable, ports, terminations, running instructions etc. to be submitted. This will serve as reference document in case of any problem/system augmentation etc.
- c. Newness certificate: The Vendor has to submit the newness certificate of all the equipment supplied.
- d. OEM support: The Vendor has to submit the certificate from the principal equipment suppliers for their back to back support.
- e. After the installation and commissioning of the system as per the technical specification following are to be done;
 - i. Demonstration of minimum 25 nos. of transactions from each biometric reader (in 1:1, 1: N mode) the Technical specification like verification speed of the reader. Reader Clock, FAR, FRR etc.
 - ii. Demonstration of the readers in off-line and on-line mode to prove the readers' performance.
 - iii. Online report for all the above swipes and fingerprints. Demonstration of smooth working of all software modules as per specifications from the central application servers and from PCs.
 - iv. Demonstration of web based report viewing facility on local area network with proper authorization & authentication.
 - v. Demonstration of working of biometric readers on battery, in case of power failure.

4.9 RATES

Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation and comprehensive maintenance including spares at stipulated locations during the entire contract period and shall remain FIRM without any variation till completion of the contract period. However, taxes like GST will be payable as per actuals.

Rates are to be quoted as per Price Bid Format providing details of prevailing rates of taxes. Bidders, in their own interest, are requested to check up the different taxes applicable at stipulated locations.

4.10 DOCUMENTS FOR BILLING

Following documents (Two sets) to be submitted for claiming Charges:

A. Purchase, Installation & Commissioning of System:

- Invoice.
- Copy of Agreement.

- OEM Warranty certificate
- Proof of Delivery / Installation Certificates duly verified by BHEL.
- System documentation related to hardware and software
- Any other document required at the concerned time by BHEL for ensuring the compliance to statutory or Company rule.

B. Subsequent Annual payment:

- Invoice.
- Certificate of satisfactory performance of the system in the relevant period.
- Any other document required at the concerned time by BHEL for ensuring the compliance to statutory or Company rule.

4.10 MAINTENANCE

4.10.1 Maintenance shall cover the following:

- a. Maintenance service shall cover services, spares, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the entire warranty period.
- b. Repair/Replacement of faulty/defective equipment and other supplied items inclusive of all types of spare parts etc.
- c. Installation/Re-Installation/Configuration of System software and other supplied software. All System Patches, Upgrades, Service Packs, etc. of the OS and all other Software supplied by the OEM must be installed and updated free of cost during the entire contract period.
- d. Any non-functioning/ mal functioning of the System will be communicated to the vendor who will be required to resolve the issue within 48 hours. Any downtime beyond 48 hours will result in the deduction of payment on Pro rata basis.

4.10.2 SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER

4.10.2.1 BHEL reserves the right to relocate the equipment. Shifting of equipment from one location to another within BHEL campus shall be carried out by the Bidder as per the agreed terms.

4.11 DOWNTIME PENALTY

Bidder shall be responsible for maintaining the system during warranty period. In case there is malfunction/ non-function in the system, the same will be communicated by BHEL to the vendor. The vendor will be required to promptly take corrective action and resolve the problem within 48 hours of complaint by BHEL. In case the problem is not resolved within stipulated 48 hours, then the final payment will be subjected to the deduction on following basis.

Downtime penalty calculation,

In case of non-function/ mal function of the system, BHEL will intimate the Vendor who will have to resolve the problem and ensure that the system is up within 48 hours. In this case there will not be any downtime penalty. However, in case the problem is not resolved within 48 hours, then the downtime penalty will be calculated as given below:

1. Downtime < 48 Hours; No. Penalty
2. Downtime > 48 Hours but < 72 Hours; Rs. 2000/-
3. Downtime > 72 Hours but < 96 Hours; Rs. 3000/-
4. Downtime > 96 Hours; BHEL will be free to take any action required to resolve the problem including but not limited to getting the work done through 3rd party at the risk & cost of the Vendor & forfeiture of the withheld amount.

During the warranty period, the Biometric attendance system at maximum may have 10 instances of non-function/mal function of the system for which the downtime penalty is given above. Any further instances of non-function/mal function will not be acceptable and BHEL will have the prerogative to forfeit the withheld amount and terminate the contract.

Total downtime penalty for the warranty period, D = Summation of all instances of downtime penalty.

P.O. value = V

Amount withheld by BHEL @ 5 per cent of PO, $R = 0.05 \times V$

Amount to be released at the time of expiry of warranty period, $A = R - D$

4.12 INDEMNITY

Bidder shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied/rendered by the bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software.

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

4.13 NON DISCLOSURE AGREEMENT

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as in compliance to Information Security Management System.

4.14 CONFIDENTIALITY

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity 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.

4.15 FORCE MAJEURE

Bidder 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 Bidder to the Purchaser within 15 days from the date of its occurrence with documentary evidence. 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

BHEL reserves the right to exercise 'Risk Purchase' option for procurement of the undelivered items, or their equivalent, from any other source at the cost of the Bidder in case there is delay of more than stipulated delivery period, in completing the execution of the order. Similarly, the 'Risk Purchase' option shall be exercised by BHEL for spares and services in case of excessive downtime or poor maintenance support. Such expenses will be deducted from any payment due to the Bidder from BHEL.

This clause will be operated only after completion of delivery period including extended period with penalty.

Bidder is responsible for the integration/maintenance of the equipment purchased under 'Risk Purchase' clause.

4.17 PATENTS & TRADEMARKS

Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/software supplied by the Bidder, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Bidder who shall in turn, at his own cost either may 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.



4.19 TERMINATION OF THE ORDER/ AGREEMENT & ITS CONSEQUENCES

4.19.1 The Purchaser will issue a written notice of non-compliance to the Bidder and after a rectification period of One month, termination and fore-closure clauses will be applicable.

4.19.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of contract Terms & Conditions of the Order/contract by the Bidder. However, without prejudice to any other clause BHEL reserves the right to terminate the contract if performance of the equipment/system remains below 99% continuously, at the risk and cost of the Bidder.

4.19.3 Purchaser reserves the right to terminate the order/contract or a portion thereof for the stores not so delivered within the stipulated period, at the risk and cost to the Bidder and the Bidder shall be liable to the Purchaser for any excess costs thereof.

4.19.4 Bidder shall continue the performance of the order/contract under all circumstances, to the extent the order/contract is not cancelled.

4.19.5 Purchaser reserves the rights to cancel the agreement in case the equipment and services are not found to be satisfactory.

4.19.6 Fore-closure: In case of fore-closure of the agreement by the BHEL for reasons not attributable to the Bidder, pro-rata compensation will be payable. Compensation will be equivalent to the value component of PO for the remaining years of the warranty.

4.20 ADDITIONAL FACILITY REQUIRED IN FUTURE

Additional quantity of equipment will be supplied at the quoted rate. In case up-gradation is required by BHEL, it will be done at the mutually agreed terms.

4.21 OTHER CLAUSES

- a) Bidders must offer all the software, licenses and support for complete solution. All Licenses must be in the name of BHEL. Licenses must clearly mention their validity period and renewal policies.
- b) The bidder shall include and provide all other Hardware or Software items that are not explicitly mentioned herein but are required to full-fill the intended specifications.
- c) The bidder shall assign some personnel to supervise the installation and deployment of the items.

