

Tender Document

for

BEACON System (Biometric Enabled Access Control and Attendance Recording System) on 5 years Rental Lease basis.



Tender no. : HR/TO/01/2014

Date of Issue : 09.12.2014

Tender Due date: 31.12.2014

BHARAT HEAVY ELECTRICALS LIMITED

**Heavy Plates and Vessels Plant
Visakhapatnam – 530 012.**

Registered Office:
BHEL House,
Siri Fort, New Delhi -110049
India

TENDER INFORMATION		
A	Tender No.	HR/TO/01/2014 Dated: 09.12.2014
B	Job	New Beacon System (i.e Biometric Enabled Access Control System and Attendance Recording System) on 5 years Rental Lease basis as per RFP Document.
C	Tender Document fee (Non-Refundable and Not Exempted)	INR 5,000/- (INR Five Thousand only) by DD in favour of Bharat Heavy Electricals Limited, payable at Visakhapatnam.
D	Availability of Tender Documents in the Web site	Download from www.bhelviz.co.in & www.bhel.com , Start of display date: <u>09.12.2014</u>
E	Tender Due Date	31 st December 2014 by 13:00 Hrs IST
F	Place of Submission of Bid	Tender Box, Administration Building, BHEL, Heavy Plates and Vessels Plant, Visakhapatnam – 530 012.
G	Opening of Technical Bid	31 st December 2014 by 15:00 Hrs IST
H	Contact Person	Shri Arun Paul, Sr Dy. General Manager, Human Resource Division, BHEL, HPVP Unit, Visakhapatnam – 530 012. (A.P.) Phone No: 0891 6681816 Mobile No: +91 98480 36886 Email id : pauls@bhelviz.co.in
I	Bid Security/ Earnest Money Deposit (EMD)	INR.1,50,000/- (INR One Lakh Fifty Thousand Only) - this will not attract any interest
J	Validity of Bid	180 days from date of technical bid (Part-I) opening.

Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of BHEL or by any of their employees or consultants, shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation by BHEL to any party other than the Bidder who is qualified to submit the Bid. The purpose of this Tender Document is to provide the Bidder with information to assist the formulation of their Proposal in response to this Tender Document. This Tender Document has been prepared with care and attention to provide all required information to the Bidders. However, Bidders may need more information than that provided. In such an event, the Bidder is solely responsible to seek the information required. BHEL reserves the right to provide additional requested information at its sole discretion and shall provide the same to all Bidders (i.e. the Bidder who has sought for such information as well as all other Bidders). In order to respond to the tender, if required, and with the prior permission of BHEL, each Bidder may conduct his own study and analysis, as may be necessary to supplement the information and data. BHEL, its employees and consultants make no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the Bidder may make in case of his failure to understand the requirement and make the proposition. BHEL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.



Telephone no.: (0891) 6681816 , Email: pauls@bhelviz.co.in

1.0 REQUEST FOR PROPOSAL (Biometric Enabled Access Control System- BEACON)

1.1 BRIEF SCOPE OF WORK

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking), requires **Biometric Access Control and Attendance Recording System for its Unit located at Visakhapatnam**. The tender is invited for Biometric technology of access control and attendance recording system on 5 year lease Rental basis consisting of the following:

- 1.1.1 Design, Supply, Installation, Configuring, Testing, Commissioning and maintenance of the Biometric access control system as per specifications enclosed.(Annexure-A)
- 1.1.2 The system shall permit access to the factory/ Offices premises as per stipulated rules. (Annexure-B)
- 1.1.3 The captured data in BEACON system shall be transferred to Payroll system which may be either in ORACLE or SAP platform.
- 1.1.4 Comprehensive Maintenance of entire system for a period of 5 years including deployment of required personnel for smooth functioning of the system.
- 1.1.5 Seamless Transition of existing system to new system along with data. The vendor should develop front-end application with applicable business rules by transferring of existing data to the new system.

1.1.6 **Definitions:**

Bidder: The person who is participating in the tender.

Purchaser: BHEL

Lessor: Successful bidder who will enter into the lease agreement with BHEL.

Lessee: BHEL.

1.2. QUALIFICATION CRITERIA

- 1.2.1 Bidder should be either Original Equipment Manufacturer (OEM) of Biometric Readers who is willing to under take total scope of work OR an Authorized System Integrator having direct purchase and support agreement with the OEM to quote for this tender.

The system Integrator shall submit a letter of Authorization from OEM for this specific tender.

The Certificate / Authorization Letter specific to this tender reference must be enclosed with the Technical Bid, without which the offer shall be liable for rejection.

All the Biometric readers, proximity readers offered by the Bidder shall be from single OEM only. A bidder shall submit only one bid of a single OEM for each of the Equipment like Readers, Turnstiles, UPS (Annexure-I).

- 1.2.2 The Bidder shall have experience in executing Biometric solutions in an Industry / establishment having employees strength not less than 1500. The executed work under consideration should be of total Solution (Infrastructure Set up and system integration) as mentioned in clause 1.1.1. The bidder should have successfully completed similar works during the last 7 years ending last day of month previous to the date of this NIT as given below:

- a) Three similar completed works or completed 2 years of running works costing not less than Rs. 34 Lakhs.
or
- b) Two similar completed works or completed 2 years of running works costing not less than Rs. 42 Lakhs.
or
- c) One similar completed work or completed 2 years of running work costing not less than Rs. 67 Lakhs.

Order copies of works Executed shall be provided by Bidder along with the Techno-commercial Bid as per Annexure-IV.

1.2.3 Bidder shall have at least Rs. 26 Lakhs average annual financial turnover the last three consecutive financial years ending 31st March 2014. Copies of the audited Profit & Loss Account shall be submitted as proof in this regard. The average turnover or group company turnover will not be considered.

2. GENERAL INSTRUCTIONS FOR THE BIDDERS

2.1 Tender documents (non-transferable) will be available from (date specified NIT) between 10 AM to 3 PM from SDGM (HR), Ground Floor, Administrative Building, Visakhapatnam-530 012. Telephone no:0891-6681816 and email: pauls@bhelviz.co.in. Tender documents can be obtained by depositing Rs.5,000/- (non-refundable) in the form of a Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Visakhapatnam.

2.2 Alternatively the tender can be downloaded from the BHEL website. In this case, the tender fee of Rs.5,000/- in the form of a Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Visakhapatnam, shall have to be deposited along with tender documents.

2.3 Last date of submission is 13:00 Hrs on (date specified in NIT) and technical bids shall be opened on the same date at 15:00 Hrs .

2.4 Earnest Money Deposit (EMD) for this tender is Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only). Tender Fee and EMD are to be submitted through separate Demand drafts. DD shall be in favour of " Bharat Heavy Electricals Limited" payable at Visakhapatnam. One time EMD will also be Rs. 1,50,000/-. In other words, vendor who has already submitted one time EMD of Rs. 1,50,000/- will also be considered for this purpose.

2.5 Tender Fee and EMD are to be submitted through separate Demand Draft.

2.6 The successful bidder shall comply with all statutory and safety requirements while executing the contract. PF and ESI for their employees shall be ensured by the bidder. The personnel engaged should also be provided with necessary PPEs (Personal Protective Equipment) by the bidder. The contractor shall indemnify BHEL all the costs and risks arising due to non-compliance of the applicable statutory provisions.

3. INSTRUCTIONS & GUIDELINES TO BIDDERS

3.1 INTRODUCTION

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) Visakhapatnam 530 012 incorporated under the Companies Act 2013 having registered office at BHEL House, Siri Fort, New Delhi-110049 through its office at New Delhi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for Leasing of Equipment / Services in BHEL, as per requirements and Commercial Terms and Conditions detailed in the tender documents.

3.2 PROCUREMENT UNDER LEASING SCHEME

Lease Period under the Leasing scheme shall be **FIVE years** 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 lease period, insurance and any other incidental charges. All the statutory taxes like Lease Tax, service tax etc. will be payable extra at actual by BHEL on submission of proof of payment.

Lease Period of Five years shall start from the date of successful installation by bidder and acceptance by BHEL, Visakhapatnam. Pro rata lease rental charges will be payable for the quarter in which installation, commissioning & acceptance takes place. Acceptance procedure elaborated at Clause 4.5.8 shall be ensured by successful vendor. Bidder shall be responsible for comprehensive maintenance of the supplied equipment & services during the entire lease period. Payments shall be released on quarterly basis, as per Payment terms and other Commercial Terms & Conditions.

3.3 BIDDER TO INFORM HIMSELF FULLY

- 3.3.1 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., they shall contact the official inviting the tenders, for clarifications, as per **Clause 3.11.5** before submission of the tender.
- 3.3.2 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.
- 3.3.3 BHEL reserves right to increase or decrease the quantity based on final requirements.
- 3.3.4 Bidders shall acquaint themselves fully with the software requirements of BHEL in connection with the Biometric Access Control and Attendance Recording System before submitting their tender. They shall contact the official inviting the tenders for clarifications in this regard.

3.4 PROCEDURE FOR SUBMISSION & OPENING OF BIDS

- 3.4.1 This tender is on two part bid system with Reverse Auction. Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

PART-I : TECHNO-COMMERCIAL BID

This part shall consist of the following:

- 1) Tender Fee in the form of Pay Order/ Bank Draft of Rs.5,000/- (Rupees Ten Thousand only) in favour of "Bharat Heavy Electricals Limited" payable at Visakhapatnam. In case the tender documents have been downloaded from the website. In the absence of submission of tender Fee, the offer will be summarily rejected.
- 2) EMD in the form of Pay Order/ Bank Draft of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) **in favour of "Bharat Heavy Electricals Limited"** payable at Visakhapatnam. In the absence of submission of EMD, the offer will be summarily rejected.
- 3) Bounded / Stapled volume of:
 1. Technical offer/ details shall include literature/leaflets. The bidder shall submit the offer only as per technical specifications of the equipment.
 2. PRICE BID (with prices masked or with out mentioning prices) as per enclosed format.
 3. Check list of enclosures (Annexure-X) along with all annexures listed in Annexure-X .

Note: BHEL reserves the right to accept or reject the technical offer without assigning any reason whatsoever if the offer is not in line with the tender. Price bids of only techno-commercially successful bidders shall be short listed and opened.

PART-II : PRICE BID

Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees both in words and figures. Bidder has to give details of applicable taxes clearly in the price bid formats. The changes in the tax rates will be applicable at actuals, subject to documentary evidence during the entire lease period.

Price Bid shall not contain any technical details and/ or Commercial Terms & Conditions, which are part of techno-commercial bid(Part-I) so that the same can be considered at the time of technical evaluation. Any such technical/commercial details mentioned shall be ignored.

BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guidelines (which are attached) and confirm acceptance of the same. Otherwise the offer is liable for rejection.

After evaluating the Techno-commercial offers / quotations, BHEL reserves the right to conduct Reverse Auction (RA) at a later date. The Reverse Auction will be conducted by BHEL service provider. Reverse Auction procedure, rules etc are enclosed as per annexure VIII. However submission of price bid is mandatory. Vendors are advised not to quote higher prices in their price bids presuming that there will be an opportunity to revise their prices during RA. In case BHEL decides to process the tender through conventional price bid opening instead of going through RA, then there will not be any chance to reduce the prices.

AMC (Annual maintenance contract) and AMC Charges:

At the end of lease period of 5 years, BHEL reserves the right to retain the equipment on the payment of terminal charges which is Rs 1/-. On the payment of terminal charges, the ownership of the entire system including all the equipment, software shall get transferred to BHEL. If BHEL doesn't want to retain the equipment partly or fully, then the vendor shall remove the components as decided by BHEL and move it away from BHEL premises at no extra cost.

BHEL also reserves the right to enter into AMC with the vendor after the Lease Rental period, for a period of 2 years renewable each year based on performance.

The AMC charges of all equipment for the 6th and 7th year (applicable after the end of lease period of five years) shall be quoted by all the bidders and it shall be quoted as a percentage against individual line items.

The AMC charges quoted will not be considered for evaluation of L1 offer either through RA or opening of conventional price bid. However these rates are binding on vendor during AMC period.

In case of entering in to AMC, the Security Deposit paid against the lease contract will be adjusted against that of Security Deposit for AMC Order by the successful bidder. In case the successful bidder fails to accept AMC on completion of the lease period the bidder has to forego the Security Deposit.

Separate Price Format is enclosed for AMC. The same has to be submitted along with Price Bid.

The scope of AMC after lease period shall include:

- Total Maintenance of Equipment including repairs and replacement of spares.
- UPS batteries
- Maintenance personnel (man power requirement will be same as that of during lease period) for smooth functioning of the system (both hardware and software)
- Report Generation and maintenance of communication software.
- Any other requirements on need basis as per agreed terms and conditions.

BHEL reserves the right to negotiate with L1 vendor for AMC charges

3.5 MARKING ON ENVELOPE

The Bidder shall submit the offer in TWO Inner envelops (one for Techno commercial bid or Part-I bid and the other for Price bid or Part- II bid as indicated below which shall be sealed in one outer envelope. The outer envelope shall be super scribed with Tender Enquiry no, due date of opening and bidder's distinctive seal. The inner envelops shall have following details super scribed on them.

PART-I :

1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. TECHNO-COMMERCIAL BID.

PART-II :

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. PRICE BID

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

3.6 BID SUBMISSION

3.6.1 Bids shall be submitted to the following address:

**SDGM(HR),
Bharat Heavy Electricals Limited,
HPVP unit
BHPV P.O.
Visakhapatnam – 530 012.
Telephone no. : (0891) 6681816
Email : pauls@bhelviz.co.in**

3.6.2 Bids can also be delivered in person by dropping in Tender Box available in Admin Building at BHEL HPVP, Visakhapatnam-530 012.

3.6.3 Bids submitted by post by "REGISTERED POST" / COURIER shall be posted by taking care of Holidays if any and vendor is responsible for the delay. Bids shall be submitted latest by 13:00 Hrs. of the due date. Any offer received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.

3.7 BID OPENING

3.7.1 PART-I (Techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter or on the due date and time amended from time to time, in the presence of bidders who participate in the tender opening.

3.7.2 PART-II (Price Bid) of the technically and commercially acceptable bidders only shall be opened. Hence date and time of Price Bid (Part-II) opening shall be intimated to them only to facilitate their participation in the opening of the bid.

3.7.3 In case of single bidder submitting multiple offers before tender opening date with mention of the supersession of earlier bid by a later bid(on the cover), then later bid will be considered. In case of no mention of the supersession of earlier bid by a later bid then chronologically latest bid as received at BHEL will be opened. However Purchaser also reserves the right to open the earlier bid or superseded price bids, if any, submitted by the bidder(s), if required.

3.7.4 Not more than two representatives of the bidder will be permitted to be present for the tender opening.

3.7.5 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of their offer and endorsement of BHEL terms and conditions in a pre-printed format will be considered.

3.7.6 After tender opening, unsolicited revised Price Bids shall not be entertained.

3.7.7 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures will not be considered as part of the quotation.

3.7.8 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

3.7.9 Purchaser reserves the right to negotiate, if required.

3.8 VALIDITY OF OFFER

Offer shall be kept valid for **SIX months** from the date of tender opening (Part-I) for Purchaser's acceptance.

3.9 NO DEVIATION CERTIFICATE

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" in Part-I of the offer as per format enclosed (Annexure-II).

3.10 LANGUAGE & CORRECTIONS

3.10.1 The bidder shall quote the rates in English language and international numerals only.

- 3.10.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in **BLUE/BLACK INK** only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- 3.10.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.
- 3.10.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

3.11 REJECTION OF BID AND OTHER CONDITIONS

- 3.11.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 3.11.2 If required, BHEL is entitled to ask for quoted equipment for evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within 72 hours of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the unsuccessful bidder. However, successful bidder's equipment will be returned only after complete delivery of the ordered equipment.
- 3.11.3 Equipment offered must have current certifications as detailed in relevant sections. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.
- 3.11.4 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

- 3.11.5 Enclosures consisting of all specified documents shall be bound and cross-referenced with respect to relevant clause of this tender document. This shall be submitted along with the technical bid as a separate volume

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 HPVP website (<http://www.bhelviz.co.in>, <http://www.bhel.com>) only in Tender Notification section under the original tender enquiry number. Vendor to visit the site before submitting the bid.

- 3.11.6 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also liable for punitive action as per BHEL's guidelines.
- 3.11.7 The acceptance of bid rests with the Purchaser and does not bind him to accept any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
 - a) to reject any or all the bids.
 - b) to increase or decrease the quantities.
- 3.11.8 The offer is liable to be rejected for late submission or if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the Price Bid.
- 3.11.9 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- 3.11.10 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 3.11.11 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

3.12 TENDER EVALUATION

- 3.12.1 The offers will be evaluated based on the **total cost to BHEL (as per price bid format Annexure - VII)** for the entire scope of the tender.

- 3.12.2 Totals/ Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 3.12.3 Though offer of higher warranty/ configuration/ rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 3.12.4 The offers shall be evaluated based on the total cost as per price bid format annexure VII. The total lease rentals are calculated based on the offered lease rental charges per Unit per Quarter. Post lease period AMC charges will not be considered for evaluation. Tender will be evaluated based on overall L1 barring post lease period AMC charges.
- 3.12.5 All statutory taxes like Lease Tax / RTU Tax/ other tax if any shall be extra at actuals and will be considered for price evaluation and comparison if it adds to cost to BHEL.
- 3.12.6 Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser.
- 3.12.7 The Bidders shall offer Bi-lateral Direct lease rental agreement only
 - Successful bidder shall enter into lease rental agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost as per the draft agreement format (Annexure-V)
- 3.12.8 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer. RA guidelines will be provided separately along with tender documents.
- 3.12.9 BHEL will claim depreciation as per provisions of the Income Tax Act.

3.13 TRANSITION:

Activities during Transition:

- Uploading All Master, Transactional, processed Data etc., from the existing System into the new BEACON system.
- Incorporating applicable business logic into the Communication Software in new setup.
- Creating User facilities :
 - Time Administration activities :
 - i. Master Screens (Employee, Shift, Department, etc).
 - ii. Transaction Screen (shift changes, Attendance process, etc).
 - User Dash Board:
 - i. View the Attendance Status with Swipe details.
 - ii. OD Request.
 - iii. Unauthorized Absence status
 - Top management Dash Board.
 - I. Percentage of absenteeism for a given day / Period at unit level / Department level.

Knowledge transfer from existing System to New BEACON.

Parallel run:

- The Existing System equipment & NEW BEACON equipment will be used simultaneously for some period of time (2 months approx.).
- During this period swipes will be captured in both of the systems.
- The attendance processing can be done as usual from Existing System tables.
- Now, the attendance processing can be done as usual from new BEACON tables.
- After new beacon system is tested & established fully, the entire data from Existing system has to be transferred to the new BEACON system.
- The Existing system will be phased out subsequently.

BHEL will facilitate successful vendor to understand the existing system and to configure the new system so as to ensure smooth transition.

Note: The reports mentioned under user facilities are only indicative and not exhaustive. The detailed list of reports to be generated is included in Annexure-C.

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.

4.2 EXECUTIVE SUMMARY

4.2.1 Lease rentals quoted shall be inclusive of the following during the lease period and shall remain FIRM without any variation till completion of the lease contract:

- a. Freight, handling and packing charges, transit insurance, installation.
- b. On-site comprehensive maintenance
- c. On-site comprehensive Insurance covering total scope of supply and man power.
- d. Spares & Software/Firmware Updates

However all taxes & Duties as applicable are extra at actuals or in case of delay as applicable on the stipulated delivery date whichever is lesser.

4.2.2 Bidder is required to give a total solution & services as per specifications enclosed. 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, the same must be quoted.

4.2.3 Comprehensive maintenance during lease period shall include the following:

- a. Replacement of faulty equipment
- b. Installation charges
- c. Site inspection charges
- d. Cost of Maintenance personnel (manpower requirement as specified at clause 4.5.5)
- e. Lease tax/right to use tax / any other statutory levies including service tax.

4.2.4 On-site Comprehensive insurance covering total scope of supply and man power during the currency of the lease contract. The beneficiary of the Insurance should be BHEL.

4.2.5 The bidder should provide 24x7 support for the equipment subject to clause 4.5.5. Any component/equipment failed shall be replaced/replenished within 4 hours on all days of the week.

4.2.6 The Bidder shall maintain required spares, at least 10% of each equipment like Readers, Turnstiles, Batteries, etc. to maintain the specified uptime.

4.3 Lease Rentals:

4.3.1 Lease Rentals 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. For more clarity please see clause 4.5.1.

4.3.2 Lease Rentals will be paid on quarterly basis, on successful completion of each quarter and on certification 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 lease 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 months from date of PO/Service Purchase order. Planned details are as below:

- a. Supply, installation & commissioning of equipment : 1 month from PO date
(Equipment includes Turnstiles, readers, UPS, Server and associated equipment reqd. to capture the swipes & preparation of smart cards)
- b. Parallel run as agreed in ATP : 2 months from event (a)

4.5.2 Ordered items shall be offered for pre-dispatch inspection before shipment. BHEL reserves the right to inspect the components or give dispatch clearance based on Bidder's inspection and other reports.

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

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

4.5.5 At least 2 maintenance personnel viz. 1 maintenance staff and 1 Software Supervisor shall be stationed at BHEL site during contract period, for upkeep and maintenance of the equipment. These personnel will look after both ACS & ARS Access Control System and Attendance Recording System, maintaining the attendance recording system and Management Information Reports generation. The vendor should ensure smooth functioning of the system even if any changes of on-site personnel takes place during the contract period. These personnel shall have expertise in managing the system under the contract. Documentary proof of certification and experience of the personnel shall be provided. These personnel shall be available on-site between 05:30 Hrs to 14:30 Hrs during all working days of BHEL, Visakhapatnam and shall be available on call basis round the clock, to meet any exigency.

4.5.6 TRAINING

Training of BHEL personnel shall be part of the contract.

During installation at BHEL, the associated BHEL coordinators shall be guided on the system usage.

4.5.7 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 users will be guided on the configuration being made and usage.

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, Air Conditioners etc.

BHEL shall provide PC for Software Development activities.

4.5.8 ACCEPTANCE TEST PLAN (ATP):

- Complete system supply, installation and running of system as per requirements and technical specifications must be completed for proceeding with ATP.
- Soft copy and hard copy of complete system documentation, user manual, giving details of configuration, various wiring diagrams, layout, Marking and labelling of all cables , ports , terminations, running instructions etc to be submitted. This will serve as reference document in case of any problem/system augmentation etc.
- Newness certificate: The Vendor has to submit the newness certificate of all the equipment supplied.
- OEM support: The Vendor has to submit the certificate from the principal equipment suppliers for their back to back support.
- After the installation and commissioning of the system as per the technical specification following are to be done

- Demonstration of minimum 25 number of transactions from each biometric Smart Card Reader (in 1:1, 1: N mode) and smart card reader for proving the specified verification speed of the reader.
- Demonstration of the readers in off line and on line mode to prove the reader's performance.
- Online report for all the above swipes. Demonstration of smooth working of all software modules as per specifications from the central application servers and from Time Office PCs.
- Demonstration of web based report viewing facility on local area network with proper authorization & authentication.
- Demonstration of working of biometric smart card and Smart Card Readers on battery, in case of power failure during day & night, emergency situation.

4.6 RATES

Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the lease contract. However, taxes like Lease Tax / VAT and Service Tax 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 tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any corrections in the quoted rates/tariffs etc. will be entertained.

4.7 PAYMENT TERMS

4.7.1 The payment of lease charges will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate after signing the Lease Agreement. Payment will be made within 30 days from the date of submission of required documents.

Bidder has to complete installation at the locations to be identified by BHEL along with Order. The lease quarterly payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. However, 1st quarter lease payment will be proportionate as per date of installation/ acceptance by BHEL.

The Bidder should be able to support the Project site and the equipment for a period of 7 years from the date of commissioning. All Software Updates including Database updates shall be provided during the lease period at no extra cost and any enhancement/improvements of business rules to be carried out during the lease period. Without prejudice to any other terms and conditions whatsoever in the contract, absolute right over the data captured by the vendor lies with BHEL and vendor shall not claim any right over such data. Vendor shall give unrestricted access to the entire data captured in the system and also facilitate to interpret data for ultimate use. Access to Server, Source code and system documentation should be provided to BHEL.

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

A) In the First Quarter:

- Copy of Bipartite Lease Agreement
- Copy of Insurance valid for 1 year.
- 5 Year OEM Warranty certificate
- Proof of Delivery / Installation Certificates signed by BHEL Coordinator.
- Uptime Certificate signed by BHEL Coordinator for the subject quarter
- Invoice.
- System documentation related to hardware, software and Configuration .

B) All Subsequent Quarters:

- Uptime Certificate signed by BHEL Coordinator for the subject quarter
- Invoice.

C) Annually:

- Copy of Renewal of Insurance valid for the next one year.

4.7.2 Milestone payment of 10% of order value will be paid as advance against completion of activity (b) of clause 4.5.1. However, bank guarantee for 110% of advance amount has to be provided by bidder.

This advance amount will be adjusted in equal instalments from the quarterly lease charges.

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

- Copy of Bipartite Lease Agreement
- Parallel run (activity b of 4.5.1) acceptance duly certified by BHEL

4.8 BANK CHARGES

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

4.9 PENALTY FOR LATE DELIVERY

4.9.1 Penalty will be levied in case of delays **@ 1/2 % per week of delay on undelivered portion, subject to a maximum of 10% of total order value.** Delivery for penalty purposes shall mean completion of installation & commissioning. This penalty will be deducted from the first quarter rental charges. In case the penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter.

4.9.2 In case of delay in providing site clearance from BHEL side due to reasons beyond its control, suitable delivery extension will be provided.

4.10 MAINTENANCE

4.10.1 Maintenance shall cover the following:

- 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 lease period. Periodic maintenance check should be carried out to keep the equipment in good working conditions. Maintenance will include all plastic and/or rubber parts, UPS, UPS batteries, etc.
- Repair / Replacement of faulty / defective equipment and other supplied items inclusive of all types of spare parts etc.
- 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 lease contract period (5 years).
- Additions/Improvements/Changes to existing Business Rules to be effected during the lease contract period.
- Any additional requirements to be supplied at the same rate during the contract period.
- Uptime of 99% shall be guaranteed for the system on quarterly basis. Any down time beyond 1% will result in the reduction of lease rentals on Pro rata basis.

4.10.2 SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER

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.

4.10.3 SERVICE MODEL

Bidder should arrange and maintain online system for registration, monitoring and redress of all complaints during the contract period

On-line facility for viewing (Dashboard) and recording the functioning of the equipment (refer Annexure VI)

A Suggestive minimum required service shall cover:

- Complaint logging directly by employee through an on-line system and time taken to attend to the complaint logged.
- The system to indicate non-functioning of the equipment viz. Biometric Reader, Turnstile, Smart card Reader, UPS etc.
- The system to give time taken for rectification of the equipment along with reason for failure.
- The uptime will be certified by concerned authorities.

4.11 DOWNTIME CALCULATION

Bidder shall be responsible for maintaining a minimum uptime of 99% for the entire system on monthly basis. Any down downtime above 1% will be subject deduction of lease rentals on following basis.

The downtime will be calculated on hourly basis per month on 24 hours basis. While making the payment at the end of each quarter the downtime recovery shall be made and payment will be released accordingly. However the payment will be made only after the system is made up.

Downtime calculation will be applicable for non-availability of any equipment for more than 2 hours at each location viz readers, Server, UPS etc.

The downtime deduction will be on the prorata basis of the original cost of the equipment.

1. For server, the cost of server will be considered.
2. For biometric reader, the cost of biometric reader will be considered.
3. For UPS, the cost of UPS and batteries will be considered.

Bidder shall be responsible for maintaining a minimum uptime of 99% for the entire system on quarterly basis. On an average downtime above 1% per quarter will be subject to deduction of lease rentals on following basis.

Downtime in	Deduction factor (% on quarterly lease rental)
0 to 1%	Zero
>1 to 5%	1.00
>5 to 10%	2.00
>10 to 20%	5.00
Above 20%	10.00

Downtime calculation will be applicable for non-availability of each equipment, such as Biometric/Proximity Readers, UPS, Turnstile, etc. at each location.

Note: If the uptime for equipment falls below 99% continuously for 1 month, the equipment shall have to be replaced by the Bidder, without any extra charge.

Bidder should arrange an online feedback system for registration, monitoring and redress of all complaints during the contract period.

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 INSURANCE

Comprehensive Insurance for all the equipment shall be arranged by the Bidder at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser, under any circumstances, will not be responsible for any loss/damage/theft of

any equipment, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Bidder.

Evidence of insurance policy shall be submitted to BHEL HPVP.

Insurance shall cover perils like natural calamities, fire, theft, transit loss, breakage, and moisture.

4.14 NON DISCLOSURE AGREEMENT

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

4.15 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.

4.16 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.

4.17 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 HPVP.

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.

4.18 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 trade marks 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.

4.19 SUB-CONTRACTING

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

4.20 TERMINATION OF THE ORDER/ LEASE AGREEMENT & ITS CONSEQUENCES

- 4.20.1 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.
- 4.20.2 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 below 98% continuously for more than one month, at the risk and cost of the Bidder.
- 4.20.3 In case of the contract termination, Bidder shall remove the equipment from BHEL premises at his own risk and cost after due permission from BHEL
- 4.20.4 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.

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

4.20.6 Purchaser reserves the rights to cancel the lease agreement in case the equipment and services are not found to be satisfactory as specified in Clause 4.11

4.20.7 **Fore-closure:** In case of fore-closure of the lease agreement by the BHEL for reasons not attributable to the Bidder, pro-rata compensation will be payable. Compensation will be equivalent to the basic price component for the remaining quarters of the lease period after adjusting the basic rates paid till the date of termination and the ownership of the equipment shall be transferred to BHEL.

4.20.8 **Consequences:** As soon as the lease agreement is cancelled / terminated, no lease rent will be payable to the bidder.

4.21 SETTLEMENT OF DISPUTES

4.21.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser, subject to written appeal by the Bidder to the Purchaser, whose decision shall be final.

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. However, the Bidder shall continue to perform the Order/Contract, pending settlement of dispute(s).

4.22 ARBITRATION

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be Visakhapatnam.

4.23 ACCEPTANCE OF LOI / ORDER

Letter of Seller/ Contractor/ bidder's acceptance of the LOI /Order is to be submitted within one week of issue date of LOI/Order. Otherwise, it will be deemed as accepted.

4.24 SECURITY DEPOSIT:

Security deposit amount of Rs.4,00,000 (INR Four lakhs only) plus 5% of the amount by which the order value exceeds Rs.50 lakhs shall be submitted by the successful bidder before start of the work.

Non-submission of SD in time, for value stated herein shall lead to forfeiture of EMD and cancellation of Order.

Security deposit shall be furnished in any of the following forms:

- i. Pay order in favour of BHEL.
- ii. Demand draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to its realization.
- iv. Bank Guarantee shall be from Nationalised Banks / Scheduled Bank / Public Financial institutions as per the Annexure-IX Bank Guarantee Format.
- v. Original Fixed deposit receipt (FDR) issued by scheduled banks / public financial institutions as defined in the Companies Act. The FDR should be in the name of successful bidder, A/c BHEL, duly discharged on the back.

Acceptance of security deposit against serial 4.24-iv and 4.24-v will be subject to hypothecation or endorsement on the documents in favour of the Owner. However, Owner will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with. Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. upon successful completion of the Contract.

EMD of the successful bidder may be converted and adjusted against the Security Deposit.

The security deposit shall not carry any interest.

The Contractor is liable to forfeit the Security Deposit under following circumstances:

- a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement.

4.25 ADDITIONAL FACILITY REQUIRED IN FUTURE

In case any additional equipment/up gradation of the equipment required should be provided by the Bidder

4.26 TERMINAL PAYMENT

Terminal charges to be paid at the end of the contract period is Rs.1/- (Rupees one only). On payment of terminal charges, the ownership of entire System including all the equipment, spares & software will get transferred to BHEL without any other payments.

4.27 LIMITATION OF LIABILITY

The Bidder's liability will be limited to the scope of this contract only.

4.28 ETHICAL STANDARD

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software they supply, they are the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

4.29 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-fulfill the intended specifications.
- c) If supplied Internet Security Suite reaches End of Support during 5 year lease period i.e. no new patches and definitions are issued by OEM, then bidder will supply and install upgrade/ new version of software of same make without additional cost.
- d) Bidder will furnish the monthly/quarterly uptime/downtime reports from their database for all equipment.
- e) The bidder shall assign a qualified Project Manager as central coordinator to supervise the installation and deployment of all the items across all the BHEL locations.

5.0 Documents (Two sets) to be submitted for claiming Quarterly Rental Charges:

D) In the First Quarter:

- Copy of Bipartite Lease Agreement
- Copy of Insurance Policy valid for 1 year.
- 5 Year OEM Warranty certificate
- Proof of Delivery / Installation Certificates signed by BHEL Coordinator.
- Uptime Certificate signed by BHEL Coordinator for the subject quarter
- Invoice.
- System documentation related to hardware and software.

E) All Subsequent Quarters:

- Uptime Certificate signed by BHEL Coordinator for the subject quarter
- Invoice.

F) Annually:

- Copy of Renewal of Insurance Policy valid for the next one year.

AUTHORIZATION BY OEM

Date: _____

To,
Bharat Heavy Electricals Limited
Visakhapatnam

Subject: **Letter of Authority**

Tender Ref. No.: BHEL's Enquiry No.***** Dated : *****

Dear Sir,

We hereby authorize our partner M/s _____ to quote, supply and service the equipment against the tender enquiry ref. no. ***** **Dated: *******. The equipment will be provided with 5 year OEM Warranty support as required in this tender enquiry. The authorized bidder (partner) would ensure reliable service during complete lease period.

Our Spares Logistic centers in India are at the following locations:

1)

(Authorized Signatory)

For _____

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

NO DEVIATION CERTIFICATE
(To be given in bidder's letter head)

Ref: BHEL's Enquiry No. **xxx** Dated : **xxx**

It is Certified that the offered solution vide Enquiry No **xxxx** Dated:**xxx** in response to BHEL's enquiry mentioned under reference **has no Technical and Commercial deviations** from the requirement of BHEL, Visakhapatnam given vide the RFP document.

Date:.....

Signature of Authorised Person:

Name of the Authorised Person :
Company / Office Seal:

FINANCIAL STATEMENT OF BIDDER

S.No.	Financial Year	Turnover (In Rs. Crores)
1	2011-2012	
2	2012-2013	
3	2013-2014	

Encls: Copies of Audited Profit and Loss statements

Place:

Signature with seal

Date:

DETAILS OF ORDERS EXECUTED**(As per Qualification Criteria)**

S.No.	Organisation Name & Contact Person details	Type of equipment supplied	Details of System
1			
2			
3			

Encls: Copy of orders received in last 5 years with installation & commissioning certificate / ATP.

Place:

Signature with seal

Date:

LEASE AGREEMENT (for Tender Enquiry no: xxxxxx)

The Financial Lease Agreement made at Visakhapatnam on-----day of **Feb / March, 2015** by and between M/s XXXX, a company registered under the companies Act, 1956 and having its registered office XXXX (hereinafter called as the "Lessor" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assignees) of the one Part:

AND

M/s Bharat Heavy Electrical Ltd.,Visakhapatnam-530 012 incorporated under the Companies Act 2013 having its registered Office at BHEL House, Siri Fort ,New Delhi-110049 (hereinafter called the "Lessee" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assignees) of the other Part:

The party of one part and the party of the other part are singly referred to as party and jointly as parties.

WHEREAS

The lessee requires biometric equipment and related software on 5 year lease basis for day-to-day works along with maintenance services and had invited tenders for the purpose.

AND WHEREAS

The Lessor has made an offer of lease of the biometric equipment and related software Enlisted in **Annexure – A** hereto and has also agreed to provide maintenance service which has been accepted by the Lessee on the terms and conditions herein.

Now therefore in consideration of the premises and the mutual covenants herein contained this agreement witnesses as follows:

1. Definitions:

In this Agreement unless the context otherwise so requires, the following expressions shall have the meaning described hereunder:

- 1.1 '**Agreement**' means this agreement along with all the Annexure annexed hereto.
- 1.2 '**Annexures**' means the following annexure that have been annexed to this Agreement as indicated in the list of Annexures (SI.No.6):
- 1.3 '**Business day**' means any working day in the BHEL location where the Equipment is leased/to be leased. Holiday for this purpose shall mean a day, which is a Sunday or a holiday declared at a particular location of BHEL.
- 1.4 '**Date of acceptance**' means the date on which the Lessee signs the Installation Certificate
- 1.5 '**Down time**' shall mean the period for which the Equipment fails to function.
- 1.6 '**Equipment**' means leased assets or equipment's described and specified in **Annexure-A** hereto and include any part of the equipment's or any replaced equipment and additional equipment leased from time to time under this agreement. '**Each Equipment**' refers to any individual item (being referred by Spec. No.) of the equipment referred to in **Annexure-A**.
- 1.7 '**Lease**' means the lease of the Equipment by the Lessor to the Lessee for a period as stated in Clause 1.9 herein.
- 1.8 '**Lease Rental**' means the rent for the lease of the Equipment and the charges for the Maintenance services under this agreement to be paid by the "Lessee" to the "Lessor" at the end of each quarter. Lease Rentals are inclusive of freight, handling and packing charges, transit insurance, installation, and regular insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain firm without any variation till completion of lease contract. The lease tax/VAT is payable extra on Equipment cost and Service Tax is payable extra on Maintenance and Incidentals. The octroi, wherever applicable, will be payable extra at the time of supply.
- 1.9 '**Lease Period**' means the period of Lease from the date of acceptance till the expiry of the period as mentioned in Clause 2.1 hereunder or termination of lease whichever is earlier.
- 1.10 '**Order**' means the Purchase/Service Order placed on the Lessor by the Lessee vide ref. no. **XXXX Dt. XXXX** and it shall be treated as part of this Agreement.
- 1.11 '**Maintenance services**' means services, repairs and replacements necessary to keep the Equipment in good working order on reasonable use of the Equipment during the Lease period.

Maintenance shall include replacement/repair of all equipment under lease, plastic and/or rubber parts, UPS, UPS batteries etc. It also includes preventive maintenance, wherever required, to keep the equipment in good working conditions.

1.12 **'Uptime'** shall mean the period for which the Equipment functions to the satisfaction of the Lessee.

2. Lease:

2.1 The Lessor hereby agrees to give on lease and the Lessee hereby agrees to take on lease the Equipment for a fixed period of FIVE years in respect of all Equipment (hardware & software) as per enclosed Technical Specification enlisted in **Annexure-A** from the date of the acceptance of the Equipment subject to the terms, conditions, covenants and stipulations as contained herein and in all the Annexures.

2.2 The Equipment leased shall be absolutely new and shall conform to the technical specifications as provided in **Annexure-A**

2.3 The Lessor shall, within the period as defined in the delivery schedule of this Agreement (Clause 4.5), get the Equipment delivered F.O.R. to the respective locations of the Lessee as stated hereto.

2.4 The Lessee shall take delivery of the Equipment on behalf of the Lessor. The Lessee shall not be responsible for the contents/Equipment received and the Lessor alone will be responsible for the contents/Equipment delivered to the Lessee.

2.5 The Lessor shall get the Equipment installed and configured as provided in the scope of work and shall make them operational within the period provided in Clause 4.5 of this Agreement after delivery of the Equipment. The Lessor shall also provide the Lessee with the newness certificates and the user manual/s of the Equipment installed. After inspection and acceptance of the Equipment the Lessee shall issue an installation certificate to the Lessor. In the event of any delay in delivery/installation of the Equipment a penalty @ 0.5% per week or part thereof subject to a maximum of 10% of the total lease rent for entire lease period for the Equipment (s), the delivery/installation of which is delayed, shall be levied by the Lessee for each Equipment not delivered/not installed in time as per Delivery/ Installation schedule.

2.6 The Lease shall commence on the date of acceptance.

3. Lease Period and Maintenance Services:

3.1 The Lessee shall have the right to peaceful possession and use of the Equipment & for the Maintenance Services during the Lease period for the full term of the Lease.

3.2 The "Lessor" agrees to maintain the Equipment in good working condition at all the time during the Lease Period to the complete satisfaction of the Lessee; and shall provide comprehensive on-site maintenance of the Equipment including repairs/ replacement of the parts at no extra cost.

3.3 The Lessee will not allow any third party or unauthorized service provider to repair, replace, reset or service any of the Equipment supplied under this contract. In case, the Lessor fails to provide required Maintenance Service in time or to the satisfaction of Lessee shall get the requisite Maintenance Service from any third party and recover such expenses from the Lease Rental payable to the Lessor.

3.4 In case at any time during the tenure of this contract, the Lessee enters into an agreement with a third party for providing Facility Management Services, it will be the sole responsibility of the Lessee to inform the Lessor of such a development in writing giving details of the scope of its authority to represent the Lessee.

3.5 The Lessor shall provide training to BHEL personnel. During installation at respective locations, the associated BHEL users will be trained with regard to software, hardware, configuration of the system and usage of the Equipment.

4. Uptime and Down time:

PERFORMANCE GUARANTEE & DOWNTIME CALCULATION:

'Company' will guarantee Uptime of 99% for the system on monthly basis. Any down time beyond 1% will result in the reduction of lease rentals on Pro rata basis.

'Company' shall arrange a system for registration, monitoring and redress of all system complaints during the contract period.

DOWNTIME CALCULATION FOR THE SYSTEM

'Bidder shall be responsible for maintaining a minimum uptime of 99% for the entire system on monthly basis. Any down downtime above 1% will be subject deduction of lease rentals on following basis.

The downtime shall be calculated on hourly basis per month on 24 hours basis. At the end of each quarter if any equipment is found down, payment for the quarter shall be made only after system is made up.

Downtime calculation shall be applicable for non-availability for more than 2 hours at each location of readers, Server, UPS etc.

The downtime deduction will be on the prorata basis of the original cost of the equipment.

- a) For server, the cost of server will be considered.
- b) For biometric reader, the cost of biometric reader will be considered.
- c) For UPS, the cost of UPS and batteries will be considered.

Note:

If the uptime for equipment falls below 99% continuously for 1 month, the equipment shall have to be replaced by the Bidder, without any extra charge.

4.1 The Lessor shall be responsible for running the Equipment at the uptime of 99% per month. The deduction for Downtime shall be calculated if the uptime is below 99% for 'Each Equipment' every month on quarterly basis and the amount of deduction shall be deducted from the Lease Rentals payable for the relevant or subsequent quarter/s.

4.2 The Lessee shall maintain a daily record of downtime of Each Equipment centrally for each location. The total Downtime for each item of every specification no. of the Equipment will be consolidated at each location at the end of each month. The Lessee shall calculate the Down time and the amount of deduction for each month of a quarter herein and shall arrive at the total amount of deduction to be made for each quarter for each location. The Lessee shall be the sole judge for calculating the amount of deduction for each month/ quarter.

4.3 The Lessee shall be entitled to deduct the amount of deduction as calculated in terms of Clause 4.2 above and deduct the same from the quarterly Lease Rentals payable at the end of the respective or subsequent quarter/s.

4.4 There will be periodic reviews regarding the performance and mutually agreed action will be taken to sustain the performance level above the contractually stipulated level.

4.5 In the event of down- time remaining above 1% for a continuous period of 1 month for particular Equipment, the Lessor shall replace the Equipment without any extra charge.

5. Lease Rentals

5.1 The Lessee shall pay Lease Rentals to the Lessor at the rates provided in the **Annexure-VII**.

5.2 Subject to clause 4, the Lease Rentals shall be due for payment at the end of each quarter. The quarter for this purpose shall be the calendar quarter i.e. January-March; April-June; July-September; October-December. The payment of Lease Rentals for the first quarter, if is less than a calendar quarter period, shall be paid on pro-rata basis from the date of acceptance till the end of the quarter. Payments shall also be made for the intervening holidays during the usage period.

5.3 Invoices in respect of the Equipment shall be raised by the Lessor on the Payment Center of Lessee as specified in order placed by Lessee .The Lessor shall collect the Certificate of Downtime from the Lessee. The Payment Centre of the Lessee will release all payments within 30 days of submission of the invoice in duplicate and Certificate of Downtime duly certified by the Lessee. The invoice for the first quarter shall also be accompanied with Copy of Insurance Policy valid for one year and copy of installation certificates signed by the authorized representatives of the Lessee. After the expiry of the first year the Lessor shall submit a copy of the renewed insurance policy at the end of the first quarter of each subsequent year of the Lease period along with the invoice and Certificate of Downtime.

6. Indemnity:

6.1 The Lessor shall indemnify the Lessee to the extent of all costs, expensed and damages that the Lessee will sustain by reason of loss/damage/wastage/injuries/idle time caused by the Equipment & Services, but will not include loss of data or any software related loss.

6.2 The Lessor has to submit a Security Deposit **for an amount of Rs. XXXXXX (Rupees XXXXXXXXXXXXXXXXXX) as per clause 4.24.** The Security Deposit will be retained with BHEL HPVP, **VISAKHAPATNAM** office of the Lessee.

7. Insurance

7.1 The Lessor shall arrange for insurance for the Equipment to cover all risks viz. breakdown, fire, theft, burglary, loss, damage, flood, earthquake, terrorist attack, etc. of the Equipment during the entire Lease period. The insurance policy in original shall be kept with the Lessor and a copy of the same will be provided to the Lessee.

7.2 In case the Lessor fails to take the insurance policy or fails to renew the policy before its expiry the Lessor shall be responsible for all the damages/losses to the Equipment and to the Lessee in respect of all the perils to be covered under the policy. The lessor shall be responsible for operating the policy and for filing the claims with the Insurance Company.

7.3 It will be the responsibility of the Lessee to inform the Lessor of any eventuality, leading to an insurance claim, immediately on the occurrence of such an event. This information will have to be provided to the local coordinator of the Lessor along with a copy to SDGM(HR), BHEL-Visakhapatnam. The details of Central Help Desk are:

Name : xxxxxxxxxxxxxxxxx
Address: xxxxxxxxxxxxxxxxxxxxxxx
phone: xxxxxxxxxxxxxxxxx
Fax: xxxxxxxxxxxxxxxxxxxxxxx
Email: xxxxxxxxxxxxxxxxxxxxxxx

7.4 In case of any damage/loss to the Equipment the Lessor shall without waiting for the Insurance company to pay the claim immediately replace to the Lessee the Equipment (with the same specifications as specified in **Annexure A**) so that the working of the Lessee is not stopped/slowed down. Replacement will be provided within the stipulated delivery time as stated in Delivery Schedule. Lease rental shall be payable for the period of delivery and installation of the replacement up to a maximum period provided for delivery and installation which shall be paid by the Lessee after the replacement is installed and made operational and issuance of installation certificate by the Lessee. No lease rental will be payable for any delay in delivering and installing the replacement beyond the period provided herein. If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day, that act, matter or thing shall be done on the next business day.

8. Confidentiality:

Lessor shall, at all times, undertake to maintain complete confidentiality and integrity 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.

9. Force Majeure:

Neither party shall be held responsible for non-fulfillment of their respective obligation under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strike(s), Lockout(s), epidemics, riots, civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within 15 days of such occurrence and cessation. If the force majeure conditions continue beyond THREE months, the parties shall then mutually, decide about the future course of action.

10. Sub-contracting:

This agreement or any part hereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Lessee which will not be unreasonably withheld.

11. Warranties and Guarantees:

- 11.1 The Lessor agrees that the Lessee shall be entitled to the benefits of warranties provided by the manufacturer/dealer and any performance guarantee(s) provided by the manufacturer(s)/dealer(s). The said warranties and performance guarantee(s) shall be enforceable by the "Lessor".
- 11.2 The Lessor also agrees and undertakes not to sell, loan out, gift away, hypothecate or pledge or create a charge or lien or any encumbrance on the Equipment Leased under this agreement except for the charge created for the purpose of financing the purchase of the Equipment.
- 11.3 Save as otherwise provided in this Agreement, no right, ownership, title, Equipment & Services shall pass to the "Lessee" by virtue of these presents. In case any dispute is raised by a third party regarding ownership of the Equipment supplied by the Lessor under this Lease. The Lessor shall be solely responsible for settling the disputes with the third party. Any consequential damage or loss out of these disputes to the Equipment will be borne by the Lessor.
- 11.4 In case a particular location is not ready for installation or in the event that the Lessee decides to postpone the installation, they may do so upon a written communication to the Lessor. However, this period will be limited to a maximum of 30 (thirty) days from the date of delivery of the Equipment at that site, after which the payment of quarterly Lease Rental will have to be paid by the Lessee for the period of delay caused due to the Lessee. However, Lessor would be bound to install the Equipment and make it operational to the satisfaction of the Lessee within the period stipulated in Delivery Schedule from the date the location is ready for installation, failing which penalty will be levied as per Clauses 2.4 & 2.5.

12. Manufacturer/Dealer:

- 12.1 The Equipment mentioned in **Annexure-A** selected by the Lessee have been purchased by the Lessor from the manufacturers / dealers at the request or with the concurrence of the Lessee and are absolutely new.
- 12.2 The Lessor confirms that the Equipment supplied is general in nature and will continue to be usable and will have a useful life, for any user, even after the validity of this lease agreement.

13. Lessor Warranties:

- 13.1 The Lessor confirms that the Lessor is the absolute owner of the Equipment leased to the Lessee under this Lease Agreement. The Lessor agrees to indemnify the Lessee against any claims, damages or any other disputes, in case it is found that the Lessor has on title or ownership on the leased Equipment or part thereof. An invoice and receipt from the manufacturers/ dealers/distributors of all the products being leased, will be provided to the Lessee to prove the Lessor's ownership and title of the goods.
- 13.2 The Lessor warrants that it has obtained all approvals necessary for or in connection with the execution, validity and enforceability of this Agreement for the use and operation of Equipment and Services by the Lessee.
- 13.3 Shifting of equipment from one location to another shall be the responsibility of the Lessor. All the requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Lessor. A mutually agreed cost shall be paid by BHEL to the Lessor on this account. Non-availability of any Equipment because of shifting from one location to another will not be treated as downtime and the Lease Rental will be payable by the Lessee to the Lessor for that period. 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.

14. Termination:

- 14.1 The Lessee reserves the right to immediately terminate this lease agreement either wholly or in part at the risk and cost of the Lessor at any time prior to the expiry of lease period at Lessee's sole discretion by giving a one month notice to the Lessor in writing in the following events:
 - a) Non-compliance of the terms and conditions of this Agreement by the Vendor/Lessor, or
 - b) The Lessor fails to deliver and/ or install the Equipment within the time prescribed under this Agreement, or
 - c) The Equipment and maintenance services are not found to be satisfactory by the Lessee

The date of expiry of one month from the date of termination notice shall be the date of termination of the Lease.

14.2 No lease Rentals will be payable to the Lessor from the date of termination of the lease.

14.3 Upon termination/ expiry of the Lease, the Lessor shall take back the Equipment leased, within 15 days after obtaining permission in writing from the "Lessee" In case the "Lessor" fails to take back the Equipment within the stipulated period, then the Lessee in its discretion may charge storage charges payable by the Lessor and the Equipment will lie in the premises of the Lessee at Lessor's own risk and responsibility. The Lessee will be entitled to deduct storage charges from any amounts payable by the Lessee to the "lessor". If the Lessee fails to hand over the Equipment after the termination/expiry of the Lease in spite of the request of the Lessor the Lessee shall continue to pay the Lease Rentals to the Lessor for the period of delay in handing over the Equipment.

14.4 In case the Lease is partly terminated by the Lessee, the Lessor shall continue the performance of this contract under all circumstances, to the extent not terminated.

14.5 Fore-closure: In case of fore-closure of the lease agreement, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period.

15. Notices:

Any notice or demand requires to be given herein shall be given to the parties in writing and by registered post with A.D. or by hand delivery at the address above mentioned or at such other addresses as the parties hereto may hereafter substitute by written notice given in the Manner prescribed herein above. Any notices served by the Lessee will be addressed to the legal cell of the Lessor/or the Lessor's Company Secretary (presently Mr. XXXXXX). Any notices served by the Lessor on the Lessee will be addressed to Senior Deputy General Manager/ HR.

16. Dispute Resolution:

- 16.1 The Parties hereto shall endeavour to settle all disputes and differences relating to and/or arising out of this Agreement amicably.
- 16.2 In the event of parties failing to resolve any dispute amicably, the dispute shall be referred to the arbitration. The arbitration shall be governed by 'THE ARBITRATION AND CONCILIATION ACT OF 1996 as amended from time to time.
- 16.3 The venue of arbitration shall be Visakhapatnam and the Language of arbitration shall be English.
- 16.4 The Parties agree that any arbitration award shall be final and binding upon the Parties.
- 16.5 The Parties hereto agrees that they shall be obliged to carry out their obligations under the Contract even in the event a dispute is referred to Arbitration.
- 16.6 This agreement shall be subject to the exclusive jurisdiction of the courts in Visakhapatnam.

WITNESS WHEREOF the parties hereto have executed and signed this Agreement in duplicate on this day, month and year first mentioned

LESSOR:

Signed and delivered by the above named

Witness:

----- is the "Lessor"

1.

At ----- the hand of

2.

Mr.

Authorized representative

LESSEE:

Signed and delivered by the above named

Witness:

Bharat Heavy Electricals Ltd.as the "Lessee"

1.

At ----- by the hand of

2.

Mr.

Authorized representative

DASH BOARD SYSTEM TO MONITOR EQUIPMENT

LOCATION	DATE	TIME	INDICATOR FOR ALL EQUIPMENTS AT THAT LOCATION									REMARKS	
			BIOMETRIC READER			PROXIMITY READER			TURNSTILES				
F-GATE	1/1/2015	10.00 AM	BR-1	--	BR-n	PR-1	--	PR-n	TR-1	--	TR-n	UPS-1	
													
ADMIN-GATE	1/1/2015	10.00 AM	BR-1	--	BR-n	PR-1	--	PR-n	TR-1	--	TR-n	UPS-1	
													



Note: Whenever equipment at Particular location is under failure/ Rectified, immediate email alert will be generated & same will be captured and a daily consolidated report will be generated and mailed to concerned BHEL/ Bidder personals.

PRICE BID FORMAT(LEASE BASIS)																	
SI no	Item code	Item name	Qty (nos/ unit/ mtr)	Out right purchase price per unit	Per quarter lease charges for unit quantity						Per quarter lease charges for unit qty	Per quarter lease charges for total Qty.(INR)					
					Equipment cost(Pri ncipal)	Taxes		Intrest (INR)	Mainte - nance cost (INR)	Taxes							
					% age	Values (INR)	% age		Value (INR)								
A		B	C	D	E	F	G	H	I	J	K	L					
A		B	C	(D=C/20)							K=[D+F+G+H+J]	L=K*B					
1	VZ-BM01	Biometric reader(dual sensor reader-smart card & fingerprint	8														
2	VZ-BM02	Smart card reader with controller memory and access control supported(proximity reader)	36														
3	VZ-BM03	Tripod with reader interface electronics(turnstiles)	6														
4	VZ-BM04	1.4KVA UPS of 6hrs backup	18														
5	VZ-BM05	2KVA UPS for 6hrs backup	3														
6	VZ-BM06	Smart cards white-4k with lanyard & holder	300						0	0	0						
7	VZ-BM07	Smart cards with printing(colored text with photo)-4k with lanyard & holder	1500						0	0	0						
8	VZ-BM08	Smart cards with printing colored text without photo)-4k with lanyard & holder	400						0	0	0						
9	VZ-BM09	Card enrollment setup with camera, digital pen etc excluding pc	1														
10	VZ-BM10	Installation & commissioning	1						0	0	0						
11	VZ-BM11	Communication SW(system integration)	1														
12	VZ-BM12	Report generation with business rules defined	1														
13	VZ-BM13	Mega display real time clock synchronized with readers(size 12**30")	1														
14	VZ-BM14	Server	1														
15	VZ-BM15	Communication cable including laying charges (to be quoted per mtr. PVC casing over the wall to be considered)	1000														
16	VZ-BM16	Operating cost(for manpower - 1 s/w Supervisor & 1 skilled personnel)	1#						0	0	0						
Total lease charges per quarter													T=				
Total lease charges for 5 years=T*5*4																	
1	VZ-BM17	Shifting of Turnstile along with Reader to new location	1						Lumpsum amount for estimated 10 shifting(ST)=B*C								
1	VZ-BM18	Shifting of readers to new location	10						Lumpsum amount for estimated 10 shifting(SR)=B*C								
TOTAL COST(TX5X4+ST+SR)																	
Place & Date:																	
(Signature of Authorised Person with seal)																	
	Note:																
	1)For Deciding L1,total cost will be considered																
	2)Shifting of turnstile/reader cost will be paid as per actual shifting and will not be part of lease rental																
	3)BHEL will provide PC for Software development activities																
	# Quantity 1 includes 2 personnel as defined above.																

AMC calculation sheet																		
SI. NO	ITEM Code	Item Name	Qty nos	Out right purchase price (As per price bid Format)		AMC Charges per Year			AMC Charges(I NR)									
				Unit Price	Total Price	AMC Charges (in %)	AMC Value	Taxes										
				B	C	D	E	F	%age	Values(INR)								
		A									I							
		A		B	C	D=B*C	E	F=(E*D)/100	G	H=(G*F)/100	I=(F+H)							
1	VZ-BM01	Biometric Reader(Dual Sensor Reader-Smart Card & Fingerprint)	8															
2	VZ-BM02	Smart Card Reader with Controller-Memory and Access control supported(Proximity Reader)	36															
3	VZ-BM03	Tripod with Reader Interface electronic(turnstiles)	6															
4	VZ-BM04	1.4KVA UPS of 6hrs backup	18															
5	VZ-BM05	2KVA UPS for 6hrs backup	3															
6	VZ-BM09	Card enrolment setup with camera, digital pen etc excluding pc	1															
7	VZ-BM11	Communication SW(system integration)	1															
8	VZ-BM12	Report generation with business rules defined	1															
9	VZ-BM13	Mega Display Real Time Clock synchronized with readers(size 12"*30")	1															
10	VZ-BM14	Server	1															
11		The AMC amount shall include manpower charges also apart from maintenance and spares cost. Other condition for AMC Including manpower requirement shall be same as that of lease contract							Total AMC Value									
per Annum																		
Place & Date:										(Signature of Authorised Person with seal)								

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process.

Business Rules for Reverse Auction

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. **{...}** dated **{...}**, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on **{date}**:

- Online Sealed Bid:-

- {Start Time:}**
- {Close Time: }**

- Online Reverse Auction:-

- {Start Time:}**
- {Close Time:}**

2. Auction extension time: If a bidder places a bid in the last **{...}** minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **{...}** minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last **{...}** minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last **{...}** minutes. In case, there is no bid in the last **{...}** minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. **{Service provider}** with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. Bidding currency and unit of measurement: Bidding will be conducted in **{Indian Rupees per Unit}** of the material as per the specifications **{...}**

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. Validity of bids: Price shall be valid for **{... days}** from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The „opening price” i.e. start price for RA and „bid decrement” will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the „online sealed bid” within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders’ responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/

alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in *Annexure - VII* after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.

19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- Leading (Running Lowest) Bid in the Auction (only total price of package)
- Bid Placed by the bidder
- Start Price
- Decrement value

21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-XIII.
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {Service provider} the terms& conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Bank Guarantee (BG) Format**(To be executed on Non-Judicial Stamp Paper of appropriate value)**

..... (Name of the Bank)

Address

Guarantee No.

A/c Messrs (Name of
Contractor)

Date of Expiry

Limit to liability (**currency & amount**)

.....

Contract No. (Name of

For (Name of

Facilities)**Subject : Performance Bank Guarantee.**

Date 20..

To

.....

.....

.....

.....

[Name and Address of Employer]

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No.

..... Dated between you and M/s. (**Name of the Contractor**) (hereinafter called the "Contractor"). Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We (**Name of the Bank**) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding (**currency and amount**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Contractor(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.
4. This guarantee shall come into force from the date of issue of this guarantee and shall remain revocably valid and in force initially up to and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.
5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
7. This guarantee is in addition to any other guarantee or guarantees given to you by us.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (***currency and amount***) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Yours faithfully

Dated day of 201_

For

(Name of the Bank)

CHECKLIST OF ENCLOSURES IN PART I BID

Sl. No.	Annexure to be attached	Format attached as annexure	Whether attached or not (Yes/No)
1.	Authorization letter from OEM (Readers, Turnstiles, UPS) including 5 years warranty support.	Annexure-I	
2.	NO DEVIATION CERTIFICATE	Annexure-II	
3.	Copies of Audited Profit and Loss accounts	Annexure-III	
4.	Copy of orders received in last 5 years with installation & commissioning certificate/ATP	Annexure-IV	
5.	Tender Fee of Rs.5,000/- (Rupees Five Thousand only) Enclosed		
6.	EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) Enclosed		
7.	Draft Lease agreement duly signed.	Annexure-V	
9	Service Model duly signed.	Annexure-VI	
10.	Certifications proof (Ref. Technical Specifications)		
11.	Price format without prices, indicating the % of Statutory Levies / Taxes	Annexure-VII	
12.	Price format without prices, indicating the % of Statutory Levies / Taxes for Annual Maintenance Contract (AMC)	Annexure-VII-A	
13.	Plan & methodology of project execution and ATP (As per clause 4.5.7)		
14.	Terms & Conditions and Business Rules for RA	Annexure-VIII	
15.	Bank Guarantee (BG) Format	Annexure-IX	
16.	Technical Specifications duly signed.	Annexure-A	
17.	Specifications for ACS & ARS duly signed.	Annexure-B	
18.	Scope of ARS (ARS Annexure) duly signed.	Annexure-C	
19	RFP document duly signed		

Technical Specifications:**SL No :1 Item Code : VZ-BM01 (Biometric Readers)**

Item Description	Quantity	Specification
Biometric Reader (Dual Sensor Reader - Smart Card & Fingerprint)	8	<p>Proximity type, ISO/IEC Standard. ISO/IEC standard is applicable for the items (sl. no. 1 to 9, 13 to 15) mentioned in technical specifications.</p> <p>1.0 The reader should sense the identity card when brought to the proximity of at least 4 cms and should be able to transfer the finger print patterns of the card holder to the card reader memory and match these patterns when the finger is put on the sensor .</p> <p>2.0 The reader should be able to match any of 3 finger patterns.</p> <p>3.0 The system should be able to activate turnstiles for access permission</p> <p>4.0 The access permission should be less than 3 seconds.</p> <p>5.0 Finger print sensor to be optical type</p> <p>6.0 Fault Rejection rate < 1%</p> <p>7.0 The system to be Impact resistant, scratch resistant ,weather durable and corrosion free</p> <p>8.0 The readers to be mounted on stands for ease of operation and accessibility</p> <p>9.0 The proximity reader and finger print sensor are enclosed in the same unit</p> <p>10.0 The readers should operate in industrial environment. Should be rugged to withstand open environment. Only canopy/shed type enclosures are provided</p> <p>11.0 Sufficient spares to be maintained to meet contingencies to maintain uptime</p> <p>12.0 The Readers should have minimum storage capacity of 10000 transactions.</p> <p>13.0 The Reader should contain clock and display staff no & response to the swipe (i.e. Accepted/Rejected).</p> <p>14.0 The biometric and Hand geometry Reader should have key pad with facility for employee movements through keypad operation.</p>

SL No :2 Item Code : VZ-BM02 (Proximity Readers)

Specification Description	Quantity	Specification
Proximity Readers	36	<p>Proximity type</p> <p>1.0. The reader should operate the access control mechanism when a smart card is brought with in a minimum distance of 4 cms.</p> <p>2.0 The door or turnstile should get activated on presentation of smart card.</p> <p>3.0 After the activation of access control mechanism the reader should store the transaction of employee exit in the system</p> <p>4.0 Exit readers should contain clock and display staff no. and response to the swipe (i.e. accepted/rejected.)</p> <p>5.0 Sufficient spares to be maintained to meet contingencies</p> <p>6.0 Any additional requirements to be supplied at the same rate during the contract period</p> <p>7.0 The Readers should have minimum storage capacity of 10000 transactions.</p>
		8.0 The Reader should contain clock and display staffno & response to the swipe (i.e. Accepted/Rejected).

SL No :3 Item Code : VZ-BM03 (Turnstiles)

Specification Description	Quantity	BHEL Specification
Turnstiles	6	<p>1.0 Half height tripod type turnstiles, Bidirectional type with Stainless steel material 304/316.</p> <p>2.0 Electrical controls should operate the system in both directions.the arms should automatically get adjusted after each passage.</p> <p>3.0 The turnstiles should have smooth operation .</p> <p>4.0 Should permit free rotation in case of emergencies or as per business rules</p> <p>5.0 The Turnstile will be enclosed fully in box type arrangement with SS body with dust proof covering .Only the tripod arrangement should project outside</p> <p>6.0 Sensors to check the rotation of the rotor after 30 degree movement.</p> <p>7.0 The turnstiles should be electrically insulated to avoid any shocks</p> <p>8.0 All cabling will have to be concealed</p> <p>9.0 The turnstile should operate in factory environment</p> <p>10.0 Sufficient spares to be maintained to meet contingencies</p> <p>12.0 Any additional requirements to be supplied at the same rate during the contract period</p>

SL No :4 Item Code : VZ-BM04 (UPS 1KVA)

Specification Description	Quantity	BHEL Specification
1.4 KVA UPS of 6 hrs backup	18	UPS of rating 1.4 KVA with 6 hours backup and Maintenance free batteries

SL No :5 Item Code : VZ-BM05 (UPS 2KVA)

Specification Description	Quantity	BHEL Specification
2 KVA UPS of 6 hrs backup	3	UPS of rating 2 KVA with 6 hours backup and Maintenance free batteries

SL No :6 Item Code : VZ-BM06 (Smart cards white)

Specification Description	Quantity	Specification
Smart Cards white- 4k with Lanyard & Holder	300	4K
		1.0 The cards should be able to hold 3 finger print patterns in 4K cards.
		2.0 The card will be used as proximity card with in a distance of 4 cms.
		3.0. The 4K smart cards should be usable for other applications using Digital certificates etc
		4.0 The card will be used for identification of employee and permit access to BHEL premises
		5.0 The same card should permit employee to enter different work premises as per requirement.
		6.0 Facility for storage of Additional information like Photograph etc. may be provided as and when required
		7.0 Exclusive cards to be used for Official Movement linked to the system.

SL No :7 Item Code : VZ-BM07 (Smart cards with Printing including Photograph)

Item Description	Quantity	Specification
Smart Cards with Printing (Colored text with Photograph) - 4k with Lanyard & Holder	1500	1.0 The cards should be able to hold 3 finger print patterns in 4K cards.
		2.0 The card will be used as proximity card with in a distance of 4 cms.
		3.0. The 4K smart cards should be usable for other applications using Digital certificates etc
		4.0 The card will be used for identification of employee and permit access to BHEL premises

	5.0 The same card should permit employee to enter different work premises as per requirement.
	6.0 Facility for storage of Additional information like Photograph etc. may be provided as and when required
	7.0 Exclusive cards to be used for Official Movement linked to the system.
	8.0. Photography, finger print enrolment, card preparation and lanyard attachment.
	9.0. The identity card will be held in a plastic card holder which has a lanyard coupled with a clip.
	10.0. Additional card preparation, if any will be on the same rates during the entire contract period
	11.0. Durable, strong, long lasting with latest technical features cards should be used

SL No :8 Item Code : VZ-BM08 (Smart cards with Printing)

Item Description	Quantity	Specification
Smart Cards with Printing (Colored text without Photograph) - 4k with Lanyard & Holder	500	<p>1.0 The cards should be able to hold 3 finger print patterns in 4K cards.</p> <p>2.0 The card will be used as proximity card with a distance of 4 cms.</p> <p>3.0. The 4K smart cards should be usable for other applications using Digital certificates etc</p> <p>4.0 The card will be used for identification of employee and permit access to BHEL premises</p> <p>5.0 The same card should permit employee to enter different work premises as per requirement.</p> <p>6.0 Facility for storage of Additional information like Photograph etc. may be provided as and when required</p> <p>7.0 Exclusive cards to be used for Official Movement linked to the system.</p> <p>8.0. Finger print enrolment, card preparation and lanyard attachment.</p> <p>9.0. The identity card will be held in a plastic card holder which has a lanyard coupled with a clip.</p> <p>10.0. Additional card preparation, if any will be on the same rates during the entire contract period</p> <p>11.0. Durable, strong, long lasting with latest technical features cards should be used</p>

SL No :9 Item Code : VZ-BM09 (Finger print enrolment equipment)

Specification Description	Quantity	BHEL Specification
Finger print enrolment equipment	1	<p>1.0 The equipment should be able to enrol the finger prints and transfer them to cards online.</p> <p>2.0 The system should have facility of transferring the data to central server for storage and retrieval and report generation.</p> <p>3.0 Original employee data to be stored for further use. (i.e. St.No., Name, Blood Group, Date of Birth, Address etc.,)</p> <p>4.0 Photographs to be taken and stored.</p>

SL No :10 Item Code : VZ-BM10 (Installation and Commissioning)

Specification Description	Quantity	BHEL Specification
Installation and commissioning	1	01. Project installation is in the scope of vendor 02. ATP is in the scope of BHEL. 03. commencement of contract period will be after ATP

SL No :11 Item Code : VZ-BM11 (Communication Software)

Specification Description	Quantity	BHEL Specification
Communication Software (System Integration)	1	1.0 The access control system and attendance recording system to be integrated as a single system which will be maintained by the vendor during the entire period of contract.

SL No :12 Item Code : VZ-BM12 (Software development & Transfer of data for payroll & other applications/Report Generation with business rules defined)

Specification Description	Quantity	BHEL Specification
Access Control Software (Business Rules)	1	1.0 The access control software should be able to capture employee swipe transactions both for in-swipe and out-swipe and transfer the data to server for further processing on Oracle platform. 2.0 There should not be any transaction loss. 3.0 Different validation checks as envisaged now are available at <i>Annexure-C</i> . 4.0 Changes if any will be specified later 5.0 BHEL will have right to use of the software 6.0 The solution is Enterprise wide
Attendance recording Software & MIRs (Business Rules)	1	1.0 The attendance recording system should be able to transfer data for payroll processing and generation of various Management Information Reports. The development should be carried out in Oracle platform. 2.0 New requirements which will be spelt out later need to be facilitated at no extra cost. 3.0 The software developed will be property of BHEL 4.0 A few of the required reports are available at <i>Annexure-D</i> 5.0 The solution is Enterprise wide 6.0 Source code and system documentation should be provided and any changes should be updated accordingly.

SL No :13 Item Code : VZ-BM13 (Mega Display Real Time Clock)

Specification Description	Quantity	BHEL Specification
Clocks for ACS Location (Gates)	1	6 digit 7 segment display each segment size of 6"(2 rows of discrete size LEDs). Total Clock size 12" x 30"

SL No :14 Item Code : VZ-BM14 (Specifications for the Server)

SI NO	Specification Description	BHEL Specification
1	Make & Model	Please Specify
2	Mounting	Rack Models
3	Height	Max 2U
4	Type of Processor	8 Core Processor
5	No. of Processors	2 Processors Populated
6	Chip Set	Matching Chipset for the quoted Processor
7	Cache per Processor	4 MB Cache or Higher
8	RAM	3x8GB DDR3 or higher - expandable up to 64GB
9	Extension slots	Min 4 PCI/PCI-e type slots. Min. 1 free slot for future expansion.
10	HDD	6X 300GB 10k or higher SAS hot-plug HDD or better, Disk bays capacity for 6 SAS hot pluggable SAS drives or greater. SAS-RAID Controller with 512MB BBW cache and should support RAID 0, 1, 1+0, 5.
11	Monitor	21" Flat TFT with high resolution
12	Mouse	2/3 button Optical Scroll Mouse
13	DVD Rom Drive	One slim line SATA DVD+/-RW
14	Raid Controller	Integrated 8 port hot-swap SAS controller

15	Ethernet Card / LAN Card	2 Nos. of separate 10/100/1000 Ethernet Cards each with 2 ports (with at least 1 card on board)
16	Ports	Minimum 3 USB 2.0 or higher
17	Power Supply	Should come with minimum 2 Nos. of Hot Pluggable & Redundant Power Supply
18	Fans	Hot pluggable redundant fans
19	Operating System	Latest Version of Solaris / AIX / HP Unix with media
20	Database	Oracle 11g or latest with media
21	Backup device	Should come with LTO 5 Ultrium drive with 5 nos. of 1.5 TB capacity tapes and necessary backup software with SAS/SCSI Adaptor & Cable to be provided to connect LTO to NAS box. 2 Cleaning Cartridges to be provided also.
22	Certifications	For OEM : ISO 9001 (Latest version)
		ERTL/FCC-EMC Class A or Class B
		Latest version of IEC-60950-1 / IS 13252 / UL-60950
		ACPI (Latest Version) compliant
		RoHS compliant
23	Management	Server OEM Browser based Management Software for Monitoring, Managing and Configuring Servers. The management support Query based monitoring of the server components. Support for heterogeneous operating environments - Microsoft Windows , Linux.
24	Warranty	OEM onsite , labour , parts warranty for the entire lease period

SPECIFICATIONS FOR ACCESS CONTROL AND ATTENDANCE RECORDING SYSTEM

INTRODUCTION:

The proposed solution is to provide for 2000 persons per day. Each person will have number of transactions based on the work requirements (A transaction means either an entry or an exit).

There are 2 entry gates to the factory and each gate is to be provided with different number of turnstiles. Access to the factory is through these gates.

Other areas are connected through modems and the data is used for Attendance and Management Information reporting.

REQUIREMENTS:

- The Biometric/proximity card readers should operate turnstiles used for access control.
- The card readers should be weather proof and rugged. Since this is an industrial environment, the readers should be enclosed in casing so that they can be protected from water, heat and dust etc. as indicated in specifications(Annexure-A)
- These card readers should activate turnstiles after authenticating the person. The authentication should be done after the person shows his biometric identification i.e. finger print. The turnstile should be activated and move in forward direction and the attendance of the person should be recorded in to the system.
- The exit should be permitted through proximity reader which should display time and employee code & response after showing of identity card. The properties of the exit readers should match the specification indicated in Annexure-A. The out entry of the employee should be recorded in the system and this should be used for his attendance purpose.
- Employee can enter through any gate/turnstile and leave through any other gate/turnstile. This should be permissible. However, permissions for entry /exit should also be restricted as per business rules.
- The proximity type cards should have facility to store finger print data in the card itself. There should be provision for storing 3 finger print data in the card. The readers should have the capability of reading the card from a minimum distance of 4 cms.
- Preparation of Identification badges with finger printing activity and lanyard attachment will be undertaken by the vendor.
- The identity cards will also be used on proximity card readers used for different access control points in BHEL as per permissions given to the card holder. The proximity reader should activate Door locks for facilitating access.
- All exits will be allowed through proximity readers and the attendance will be recorded in the system.

We have campus wide network. The solution should consider the connectivity and data transfers across LAN.

- In case of any network non availability the system should be able to retain all transaction data in the local reader and the PC to which these readers are connected.
- The attendance reports generated from the system should be transferred to existing Payroll application for processing i.e. the data should be in soft form.
- It should be possible to integrate the data generated with ORACLE databases or SAP (as the case may be).
- The system should generate many Management Information Reports like Late Attendance, Departmental attendance, Extra hours working, Overtime hours, late night hours, Availability etc. However, reports shall have to be made available on need basis during the entire contractual period.
- The data should be available online for monitoring purposes.
- Business Logic for different shifts, change of shifts, overtime bookings and permissions for attendance, Specific area restrictions, special permissions, allowed hours, permissions for exit etc will be discussed and finalized at the time of placement of order.(ARS/Work Area Validations)
- Visitor passes should also contain authentication methodology and system should transfer the instructions to the areas of visit for ease of access and proper identification.
- The card should also integrate with canteen management system

The system should be maintained by the vendor during the contractual period which includes Hardware, Software, Turnstiles and other related equipment. (The vendor is the solution provider for the total contract period).

- The software development and maintenance will be responsibility of vendor.
- The source code of software programs written for BHEL will be property of BHEL.
- All software used for access control or for attendance recording will be licensed software with permission for BHEL to use.
- The cards should have synchronization with the readers so that duplication of cards is not possible. Even if some one tries to duplicate the card with finger printing, the system should reject such cards i.e. any card forgery should not be possible and access should be denied.
- In case an employee forgets his card system should be able to match the finger print pattern with those stored in the server and permit access to the employee.
- The card holder should be permitted to access defined locations only
- The data on the server should be capable of storing at least 5 years transactions.
- The services should be available 24x7.

The specifications should be read along with the detailed specifications (Annexure-A).

Scope of Attendance Recording System

Different modules:

- Employee details
- Shift details
- Shift category details
- Division & Department details
- Employee wise bus details
- Work centre details
- Leave type details
- Holiday details
- Bus route details
- Pay scale, Personnel Classification details etc
- Pay month master
- Union details
- Special movement pass details
- Sports movement details
- Present but not worked details
- Sunday & Hazardous(Milk) allowances
- User details and administration
- Down loading reference data like shifts, invalid cards, employee details etc to DAS
- Recycling shifts and modifications, shift modifications through USB
- Capturing swipes data
- Regularization of missing swipe entries, OD's, shift changes, late/emergency entries, and early exits.
- Maintenance of leave posting, conversions, cancellation, leave balances, leave encashment
- Bus facility – arrivals and departures
- Extended hours posting, OT postings
- Extra hours availment – OT, Adhoc payment, compensatory off
- Daily processing of swipe data
- Monthly processing of attendance data for payroll
- Supplementary data processing
- Half year leave crediting
- Monthly leave balances
- Transfer of data for reward
- Transfer of milk allowance, Sunday allowance, Leave Encashment
- Suspension/revoking of employees
- Card loss/issue of new card.
- MIS requirements for shop floor managers.
- Manual payments.
- Monthly processing of canteen data and file to payroll for recovery
- Extended hours file transfer
- Late hours, Without Dress code mails to product heads, dept heads, individuals
- Daily reference data to canteens
- Daily transfer of swipes data for enquiry
- Weekly transfer of attendance, leave balances for enquiry
- Different report/enquiries

Reports

The following reports should be made available to the user departments for a given period (daily/weekly/monthly/quarterly/half-yearly/yearly) or on demand in the form of dash boards viz Top Management/Time Administration/HR/Employees etc. The output could be seen on the screen, sent to a file or a printer.

A.

1. Daily irregular attendance (swipe data) report
2. Weekly attendance report
3. Un regularized Absence Report
4. Monthly Absence report
5. List of Employees with shift mismatches
6. Department-wise late comers
7. Department-wise Absence report
8. Department/Employee-wise early exit statement
9. Department/Employee-wise continuous absence for more than 15 days
10. Division/shift wise attendance report
11. Monthly strength and Absence ratio
12. Division/Department-wise habitual late comers
13. Personal pass for more than 2 hours in a day
14. Medical passes more than 2 spells in a month
15. Medical pass not returned to duty in two hours.
16. Official pass not returned to duty
17. Continuous EOL/Absences for more than 120 days
18. Gate/Division/Category wise swipe count for a given day
19. Attendance Report for a day
20. Division wise attendance for a day
21. Absentees for a day
22. Statement of swipes for a given day
23. Late/Absence report for a given date
24. Check list of shift schedule for a month
25. Employee type wise list of movement on passes
26. Regularization of leave for manual payment
27. Leave conversion affective payment statement for manual payment
28. Statement of extra hours recorded
29. List of Apprentices on Roll
30. Statement of Adhoc hours for workmen and supervisors
31. Division/Department-wise summary of Adhoc hours
32. Regularization of union & other on duty
33. Leave balances for final settlement
34. Half yearly leave crediting
35. ELs used more than 5 spells
36. Unregularized Absence/EOL during previous 6 months or more than 15 days
37. Employees who have clocked time after 12.10 on official pass & returned back to factory
38. Exception list of union swipes (i.e. list of employees who have swiped with union pass but are not approved union pass holders)
39. Employees who have encashed earned leave
40. Employees who have availed compensatory off
41. Women employees who availed maternity leave
42. Bus route wise list of employees
43. Summary of report for habitual late comers (Report & flat file)
44. Report on employees on Rolls and Absence
45. Report on OT hours posting/Adhoc hours booking
46. Late arrival of employees travelling by transport provided by company
47. Personal pass recovery Report
48. Supplementary check list
49. Report on unsettled Attendance
50. Master leave card image on demand total/for specified departments/specific staff numbers
51. List of transactions transaction type wise/time keepers wise
52. List of employees who work more than 16 hours in a day.
53. OD regularization report.
54. Employee list eligible for NSA days.
55. Checklist of main payroll.
56. Checklist of clocked hours (reward file).

57. List of manually paid employees.

58. Exception list of Union swipes.
59. Total number of employees who are full present.
 - with authorized leave
 - without leave
60. Report on total number of employees, working days, absent days, including authorized leave, unauthorized absent leave.
61. Report on present, leave, absent (total employees/categorywise/shift wise)
62. Report on percentage of availability.
63. Different report for promotion purpose
64. Extended hours sanctioned vs posted, deptwise, stnowise and checklist
65. Reports on mandays availability
66. Reports like yearly leaves availed for employees attaining age 55/58
67. Unsettled/EOL reports for a particular period
68. Movement of Employees details
69. Daily canteen reports, summary, mails sending
70. Leave encashment reports
71. Without Dresscode reports
72. Different reports on user demand

B Downtime Calculation report as per Annexure-VI. This report should get generated as an output which is shown on the dashboard.

C Reports for the shop floor

For the current day/month:

1. Division and Department-wise number of employee on rolls present and absent for the current day. These details are provided for executives, Supervisors and others with totals at department and division level for a given shift date
2. Against the enquiry 1 mentioned above, provide for list of employees (department, category wise) on rolls, present and absent
3. Given the staff number and range of dates within the current salary month shows the swipe details
4. Given the staff number and range of dates within the current salary month shows the late hours, extra hours, personal pass hours utilized , night shift allowance days
5. Department/shift-wise employees on rolls (category wise)
6. Department/shift-wise list of latecomers
7. For a given set of staff numbers (to be supplied through a user created file) swipe details and presence/absence particulars.

Other than current month:

For enquiries other than current month, solutions will be provided from month summary tables

1. Department-wise habitual late comers.
2. Department-wise list of employees who are on unauthorized absence for more than 8 days
3. Department and month wise analysis of category wise employees on rolls, total days, duty days, leaves and absences
4. Department list of personal passes generated by the shop floor management and not utilized, for the information of the shop management
5. List of employees who have availed more than 5 spells of earned leave
6. Enquiry on clocked hours, actual hours booked in production system and standard hours (work center & staff no., order)

Note: This list is not exhaustive; any new requirements as and when required by BHEL may be addressed.