

QUALIFYING CRITERIA

1.0 Experience

The tenderer must have experience of not less than three years, in the field of repair & maintenance of Attendance Recording Clocks in reputed medium/large scale industries.

- 1.1 The tenderer must have the total annual turnover for repair & maintenance of not less than Rs.5.0 Lakhs.
- 1.2 Field experience to be mentioned on following points:
 - a. Attendance Recording Clocks handled
 - b. Years of Experience
- 1.3 Present work in hand to be mentioned on following points:
 - a. Volume & Type of job being carried
 - b. Services being provided (organisation's name)

2.0 Technical Requirement of the staff employed

Our minimum requirement is below :

- One number Supervisor with suitable experience of at least five years in the field of Repair & Maintenance of Attendance Recording Clocks.
- Four number technicians with at least three years working experience in the field of Repair & maintenance of Attendance Recording Clocks .

The contractor has to specify the particulars of their employee. For the above, following details are required to be furnished:

- a. Name
- b. Age
- c. Qualification & Experience

3.0 Instruments, Tools & Tackles

The contractor shall have his own tools & tackles and instruments required for the execution of work.

Scope of Work and Performance

1. The contractor shall have experience of not less than three years, in the field of repair & maintenance of Attendance Recording Clocks.
2. The contractor shall have his own tools & tackles and instruments, required for the execution of work.
3. The contractor shall immediately attend the complaints to restore the normal working conditions of the Attendance Recording System.
4. The contractor shall provide the annual periodical servicing, once in a year of all the clocks with a pre-scheduled time table.
5. Up-time/Availability of the Attendance Recording Clocks are to be maintained at the level of not less than 95%.
6. The contractor shall provide all the necessary instructions pertaining to safety to its employees while working near critical area such as electroplating, furnace, ovens, HV area etc.
7. The contractor shall take optimum care while handling the Attendance Recording Clocks for repair & maintenance . Anything found damaged/lost/mishandled, due to negligence by the contractors staff, than the cost of the item shall be recovered from the contractor's bill.
8. Make & Model of Attendance Recording Clocks to be attended:
 - A) M/s Protech Electromech Ltd. Vadodara, Model:Prottime
 - B) M/s ATCO Access Management System Pvt.Ltd. Mumbai, Model:TR-AM200
9. Total number of Attendance recording clocks = 250 Nos
 - A) Protech make clocks = 218 nos.
 - B) ATCO make clocks = 32 nos
10. Maintenance of Siren Operating System :

The Factory Siren system has to be maintained throughout the working day as per the scheduled timings. The siren has to be operated (11 Times/day) minimum as per our requirements.

 - 1 Contractor shall maintain adequate stack of spares at Bhopal office to ensure the availability & functioning of clocks. Cost of spares shall be borne by contractor.
 - 2 Complaints Handling:

The fault/breakdown may occur at any time. The contractor may be called to attended the break down, as an emergency services, beyond the normal working shift or may be required to stay beyond the normal working shift.
 - 3 This contract is a Comprehensive type, in nature . However" will not cover the work involved in rectifying the clocks in severely damaged conditions . The causes of damage may be due to the reasons, such as ;
 - 4 Presently, the Work Order shall cover the repair & maintenance of 250 nos. of Attendance Recording Clocks. However this can either increase or decrease at any time during the contract period and the rates shall be applicable accordingly. Any additional machines which may required to be inducted in service contract during the course of the contract period, shall be included in the contract by addendum.
 - 5 General complaints to be attended for common nature of faults could be :
 - a) Time error-Clock running Slow of Fast
 - b) Clock stopped
 - c) Date not correct/Incorrect punching of Time/Date on punch card
 - d) No card printing/Inferior print quality/Misprint of date & time
 - e) Time difference between clock indication and print output
 - f) Horizontal shifter not working
 - g) Clock not accepting the Card
 - h) Replacement of defective parts at contractor's cost .

MEASUREMENT OF WORK AND PAYMENT

1. A Measurement Book will be maintained in the Unit by BHEL. All the entries shall be made based on the work in hand/executed/pending. These entries will be counter-signed by the contractor or his duly authorized representative and BHEL representatives.
2. Short comings, if any, in the work executed by the contractor will be pointed out by BHEL to the Contractor or his authorized representative and the same will be rectified by contractor within one working day to the satisfaction of BHEL.
3. Payment will be made to the contractor on Quarterly basis after verification of 10% completion of works assigned as per the Scope of Work.
4. The payment shall be made as per BHEL norms.
5. The contractor shall maintain a statement to record "MONTHLY STATEMENT OF SERVICES RENDERED" as per annexure-D.
6. The maintenance service charges will be paid on quarterly basis, after submission of bills for actual services rendered along with the "Monthly Statement of Services" in format detailed at Annexure-D.
7. All payments will be subject to deduction of income tax at source as per Income Tax Act.
8. The contractor shall respond immediately in attending the break down complaints of Attendance Recording Clocks.
9. Deductions shall be made in case of non availability of clocks due to contract work delay from the bill submitted. The rate of deduction shall be made as below;
Rs.50/- per clock per day for break down of unresolved pending task, with limit of maximum of repair charges.
10. The contractor shall arrange and maintain adequate stock of consumables & spares for clock for attending the breakdown of clocks on daily basis.
11. The cost involved for rectifying the clocks in severally damaged conditions due to following reason shall be charged separately through Miscellaneous Bills.
 - a) natural calamities i.e. Fire, Flood, Heavy Rain Earth Quake etc.
 - b) Accident etc.

General Terms and Conditions of the contract

1.0 Contract Agreement

Before award of contract, the contractor will be required to execute a contract agreement with BHEL, Bhopal on judicial stamp paper of Rs 100/- . The cost towards this shall be borne by contractor .

2.0 Contractor's Labour/Worker while working inside:

The contractor shall engage sufficient staff to ensure the Workmanship quality to the degree specified in the contract.

3.0 Nuisance :

The contractor shall not any time do, cause or permit any nuisance on the work site or do anything shall cause unnecessary disturbance or inconvenience to other workers.

4.0 Work Insurance:

Contractor shall insure their staff as per the workman's compensation act.

5.0 Work during the Night, Weekly off and Holidays:

- 5.1 The normal working shift hours of the plant is 7.00 AM to 5.00 Pm, But the contractor may be required to work beyond the normal working hours.
- 5.2 Work may be carried out during night , factory weekly off and public holidays , with the prior written permission of BHEL.

6.0 Security Deposit

6.1 The contractor shall submit security deposit as mentioned below before Start of work :-

Up Rs. 10 Lkhs	: 10% of the contract value
Above Rs 10 Lakhs up to Rs.50 Lakhs	: 1 Lakhs + 7.5% of the amount exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	: Rs 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

6.2 Security deposit may be furnished in any one of the following forms.

- i) Cash
- ii) Pay order, Demand Draft in favour of BHEL
- iii) Local cheques of schedule banks, subject to realization
- iv) Securities available from post offices such as National Savings Certificates, Kissan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security any duly pledged in favour of BHEL and discharged on the back)
- v) Bank Guarantee from Scheduled Banks / Public Finance Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Bank/Public Finance Institutions as defined in the Companies Act . The

FDR should be in the name of the contractor, A/C BHEL duly discharged on the back.

- vii) Security deposit can also be recovered at the rate of 10% from the bills . However in such cases at least 50% of the security deposit should be deposited before start of the work and the balance 50% may be recovered form the running bills.
- viii) EMD of successful tenderer shall be converted and adjusted against the security deposit.

The security deposit shall not carry any interest.

7.0 **Cancellation/Termination of contract in full or part:**

If the contractor,

- 7.1 Make default in proceeding with the work as per schedule, even after a notice in writing of 3 days from BHEL, or
- 7.2 Commits default in complying with any of the terms & conditions of the contract and does not remedy it or take effective steps to remedy it within 3 days after a notice in writing is given by BHEL in that behalf, or
- 7.3 Shall offer or give or agree to give to any person in M/s BHEL, Bhopal services or to any other person on his behalf any gift or consideration of any kind as on inducement or reward for borne to do any act in relation to the obtaining or execution of this or any other contract for the Company/Corporation.
- 7.4 Without prejudice to the aforesaid clause, either or the parties can terminate the contract by assigning some valid reason by giving 90 days notice in writing in advance.
- 7.5 BHEL reserve the right to revoke the contract at any time and at any stage if it is found that the complaints are not properly attended or there is deliberately negligence from contract's part or any other reasons whatsoever.
- 7.6 Implementation of New Smart card based Time and Attendance Recording System (STAR) is under process. Considering this factor, the contract can be discontinue with a notice of three months.

8.0 **Safety Liability**

In case if non-compliance of safety rules, while executing the work, the work order will be cancelled.

The contractor shall provide all the necessary instructions pertaining to safety to their employees while working near critical area such as electroplating, furnace, ovens, HV area etc.

9.0 **Statutory Liability**

9.1 All statutory requirement under Minimum Wages Act.1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MPAct. 1952, Payment of Gratuity Act. 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor .

9.2 Contractor shall comply with all statutory requirements, rules, regulations , notifications in relation to employment of his employees issued from time to time by the concerned authorities.

9.3 Contractor to provide PF pass book to his employees and ensure payment of PF,EDLI,person dues under EPF & MP Act. 1952 to the RPFC.

9.4 Contractor shall ensure payment of ESI contribution under ESI Act. 1948 and provide ESI membership No/Card of each employee.

- 9.5 Contractor shall produce proof of deductions as well as remittances of PF EDLI, Pension, ESI contribution , administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- 9.6 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 9.7 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employee deployed by him.
- 9.8 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor .
- 9.9 Contractor to obtain insurance cover for his employees/equipment/tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage pilferage of his property and / or his employees.
- 9.10 Contractor should have independent code number/exemptions under EPF & Mp Act. 1952 and ESI Act. 1948 and shall cover his employees under the said codes.

10.0 **Arbitration and Law :**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act. 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under , out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

11.0 **Jurisdiction :**

The jurisdiction in all cases shall be at Bhopal alone .

Signature of the
Issuing officer

Date

Signature of the
Contractor

Date