

BHARAT HEAVY ELECTRICALS LIMITED

Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

Tender No. AA:GAX:19:RS:101

Dated: 26.11.2019

Due Date: 28.11.2019 by 11:00 Hrs.

To,

M/s Kyocera Document Solutions India Pvt. Ltd. (KDSIPL)

Second Floor, Tower C, Centrum Plaza,

Golf Course Road, Sector – 53,

Gurgaon - 122002 (Haryana)

Kind Attention: **Mr. Bharat Bhusan**, Head – Govt. Business

Sub: Tender for Multifunctional Digital Photocopiers on Monthly Rental basis

Bharat Heavy Electricals Ltd. requires **62 Nos. Multifunctional Digital Copier Machines** on monthly rental basis for a period of 2.5 months with effect from 01.12.2019. This tender is against the already installed Kyocera machines at BHEL offices in Delhi / NCR with details as per Annexure D.

Quotation from you is invited in sealed cover with Enquiry No., Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the under mentioned Scope / Items subject to acceptance of the enclosed Terms and Conditions.

The quotation should reach in the office of the undersigned, through email / post / by-hand / tender box by 11:00Hrs on or before the Due Date, i.e. 28.11.2019. The bids shall be opened at 11:30Hrs. on the due date of submission.

However, you are requested to make efforts to submit the bid at the earliest, owing to the urgency of the work & services tendered. BHEL has the right to open the bid as & when received. The same shall be communicated to you suitably, as and when required.

For & on behalf of BHEL

राहुल सिंह / RAHUL SINGH

वरिष्ठ अभियंता / Senior Engineer

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

बी.एच.ई.एल. हाउस, सीरी फोर्ट, / BHEL House, Siri Fort,

नई दिल्ली-110049 / New Delhi-110049

Rahul Singh
Senior Engineer (HR-GAX & ISMG)

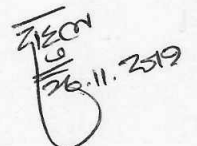
BHEL Corporate Office, New Delhi 110049

Email: rahulsingh@bhel.in

Office: 011 6633 7437

General Terms & Conditions

1. M/s Kyocera shall sign & stamp all pages of this tender document incl. all annexures as an acceptance of all tender terms & conditions. These signed & stamped pages shall be submitted either sealed in an envelope, super scribed with tender no., title, due date of submission, company name, etc. OR in an email to the tender issuing authority (rahulsingh@bhel.in).
2. M/s Kyocera shall maintain the installed machines to BHEL's entire satisfaction. All consumables and spares shall be provided by M/s Kyocera. Consumables shall be arranged well in advance. If a machine stops functioning due to unavailability of consumables (toner, drum, etc.), down time shall be charged (Clause 5, Annexure B). Only Paper, Electricity and Operator will be provided by BHEL.
3. During the course of the contract a few machines may be shifted from one office to another, within Delhi / NCR. If shifted, technical support for re-installation and re-configuration over LAN shall be under the scope of M/s Kyocera. Re-installation / re-configuration shall not have any financial implications on BHEL.
4. Rates shall remain fixed for the contract period of 2.5 months. No request will be entertained for any increase of rates in between the contract period whatsoever may be the reason except in case of statutory revisions.
5. In case any typing error / other clerical error in the tender document is noticed, the same shall be pointed out & got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding.
6. The offer shall remain valid for 30 days from the date of opening of bid.
7. Rates quoted should be inclusive of all taxes and duties. Applicable taxes shall be reimbursed based on documentary evidence provided. However, statutory variation, if any, in respect of GST, etc shall be admissible during the validity of contract. GST will be applicable as per Govt. Laws, notifications and guidelines issued from time to time.
8. Free / included copies (i.e. 3000 copies per machine per month) of one machine can be used by other contracted machines during the total contract period. Per copy rate shall be chargeable after exhaustion of total free copies (of all machines) calculated on average basis and considering 1% wastage. This shall be done post conclusion of the contract.
9. Quantity of 62 machines is indicative & is subject to a variation of +/- 10%.
10. BHEL reserves the right to accept / reject the offer without disclosing any reason.
11. Post expiry / foreclosure / termination of the contract, M/s Kyocera shall pick up all the installed machines within 1-month time, failing which BHEL shall have the authority to remove / dispose off the said machines from its premise(s). Financial implications for this, if any, shall be borne by M/s Kyocera (which may be deducted from the monthly bills, if required).


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Annexure-B

Tender No. AA:GAX:19:RS:101

Dated: 26.11.2019

Commercial Terms & Conditions

1. Bid Opening

Bid will be opened at 11:30 Hrs. on the due date in the presence of the representative(s) of M/s Kyocera, if they may like to be present.

Note: BHEL has the right to open the bid as & when received, owing to the urgency of the work tendered. The same shall be communicated to you suitably, as and when required.

2. Payment Terms

- a. Rental Payment will be made within 20 days on monthly basis after completion of each month and submission of consolidated invoices(s) in duplicate along with copy of verified meter reading by the respective coordinator / user. Billing cycle will be from 1st of the month to the last day of the month. Meter reading will be taken on 1st working day of each month and shall be verified by coordinator / user of the machine. However, no interest shall be made for delay in making payment.
- b. For calculating the rental charges for part of the month (for the first / last bill only as the date of installation / removal may not be 1st / last of the month), the basic monthly rental charges and number of free copies will be reduced proportionately.

3. Taxes & Duties

- a. M/s Kyocera shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to M/s Kyocera only after submission of GST complaint invoice. M/s Kyocera shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- c. GSTIN of BHEL will be provided along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. Payment to M/s Kyocera will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to M/s Kyocera by BHEL.
- f. Applicable GST shall also be recoverable from M/s Kyocera in case of LD recovery/penalty on account of breach of terms of contract.

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4. Maintenance

M/s Kyocera shall be responsible for all preventive and corrective maintenance of the machines inclusive of supply of spares and consumables except Power and paper, during the entire contract period.

Complaint lodged during forenoon shall be attended in the afternoon of same day and complaint lodged in the afternoon shall be attended by the forenoon of next working day. In case, performance of a machine is found to be unsatisfactory i.e. it is giving frequent troubles and breakdowns, M/s Kyocera will be required to provide suitable replacement of the machine within 24 hours of lodging the complaint for the same.

5. Deduction due to machine downtime

Any machine on complaint reported by BHEL shall be either set right on the day of reporting the complaint or at the most on the next BHEL working day, failing which deduction will be made from the monthly rental charges payable for the machine as per the following formula:

Deduction = (Monthly Rent x Downtime (days^{##}) / 24) + Rs. 500/- per day

No. of days for which the machine was down exclusive of the day of reporting the complaint and the day on which the machine was set right but inclusive of intervening holidays.

BHEL reserves the right to terminate the contract if the performance of the machine or service is found to be unsatisfactory by giving one week's notice.

6. Damage to machines

Any damage caused due to fire, flooding, short circuiting, any natural calamity or due to long time use, etc. shall be borne by the vendor only. The insurance of the machines shall be in the scope of M/s Kyocera. In such cases, M/s Kyocera shall replace the machines if destroyed beyond recovery and repaired if damaged, within a period of 07 days from the date of intimation from BHEL. Beyond this time of 07 days, deduction shall be charged on downtime basis, as per Clause No.5, Annexure-B.

7. Location & Consignee

As per Annexure-D attached.

8. Foreclosure of contract

During the contract period, BHEL has the right to foreclose the contract, in total or in parts, by giving one week's notice period, without assigning any reason.

9. Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

Handwritten signature and date: 26.11.2019

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

10. M/s Kyocera along with their associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to **BHEL Fraud Prevention Policy** displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

11. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, M/s Kyocera shall pay the complete / excess cost to be incurred for the completion of the Contract.

- i. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

11. **SUBLETING:** M/s Kyocera should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. M/s Kyocera is solely responsible to BHEL for the work awarded to them.

12. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

13. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by M/s Kyocera, the same may be deducted from any sum then due or which at any time thereafter may become due to M/s Kyocera

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under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

14. **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of M/s Kyocera) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

15. **ARBITRATION:**

- i. Both BHEL and M/s Kyocera hereby agree that In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & M/s Kyocera in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both the parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- ii. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -
In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

16. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- a. If M/s Kyocera fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (M/s Kyocera) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture

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holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (M/s Kyocera) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (M/s Kyocera) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (M/s Kyocera) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (M/s Kyocera) shall on no account be entitled to any gain on such repurchases.

- b. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (M/s Kyocera) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

17. FORCE MAJEURE: The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, M/s Kyocera shall be liable to BHEL for any damages, losses or liabilities as result thereof.

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PRICE FORMAT

SN	Machine Description	Nos.	No. of free copies per month per machine	Total no. of free copies in the contract (2.5 months)
(i)	20 CPM or above (Taskalfa 2201 or higher)	62	3,000	4,65,000

Note:

1. Per copy rate shall be chargeable after exhaustion of total free copies and considering 1% wastage.
2. Rates quoted should be all inclusive, incl. applicable GST.

Make / Model of the machine: TASKalfa 2201 or higher

S.No.	DESCRIPTION	Rates (in Rs.) all inclusive (incl. GST)
1.	Basic monthly rental charges per machine with monthly 3000 free copies for 20 CPM or above machines (62 Nos.)	_____ Quote in figures
2.	Per copy rate, chargeable after exhaustion of total free copies and considering 1% wastage. (62 nos.)	_____ Quote in figures

Note: The quantity is indicative & is subject to a variation of + / - 10%

Signature

Name & Company Seal

राहुल सिंह / RAHUL SINGH
वरिष्ठ अभियंता / Senior Engineer
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, / BHEL House, Siri Fort,
नई दिल्ली-110049 / New Delhi-110049
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Annexure-D
Tender No. AA:GAX:19:RS:101
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Details of Kyocera Photocopier Machine installed at Delhi/NCR		
S.No	User Name & Location	Location Place
1	Ground Floor, (CC Dept.)	Corp.Office, BHEL House, New Delhi
2	Ground Floor, (CC Dept.)	
3	Ground Floor, Co.Sect. Dept.	
4	Ground Floor, LAW Dept.	
5	Ground floor ,Dispensary	
6	1st Floor, B Wing CSM Deptt.	
7	1st Floor, D-Wing, CTM Deptt.	
8	1st Floor, Dir. IS&P	
9	1st Floor, (CMD Office)	
10	1st Floor, (Dir. HR Office)	
11	1st Floor (Dir. Fin Office)	
12	1st Floor, D-wing (IO Office)	
13	2nd Floor, CVO Office	
14	2nd Floor, (ED-HR&CC)	
15	2nd Floor ED-PSG Office	
16	2nd Floor, D-Wing	
17	2nd Floor, BC-Wing, PSG Deptt.	
18	2nd Floor ,TMX Dept Corp. Side	
19	2nd Floor, Vigilance office	
20	2nd Floor, B-Wing ,Admin. Deptt.	
21	2th Floor, Dir.E R&D Office	
22	2nd Floor, (Dir. Power Office-1)	
23	3rd Floor, D-Wing	
24	3rd Floor, B-Wing	
25	3rd Floor, (HR-ETX Deptt.)	
26	5th Floor, D-Wing	
27	5th Floor, P.F. Deptt.	
28	5th Floor, C-Wing	
29	5th Floor, A-Wing	
30	5th Floor, Govt. Auditor	
31	5th Floor, GM-Finance Office	
32	5th Floor, ED -CDT & CTM Deptt.	
33	5th Floor, B wing	
34	Ground Floor, Dir. Power Office-2	Power Sector, BHEL House, New Delhi
35	3rd Floor, ,C -wing ,PMG Deptt.	
36	4th Floor, D-Wing	
37	4th Floor, C-Wing (PS-Mktg.)	
38	4th Floor, B-Wing	
39	2nd Floor, B-Wing ,ED- PMG office	
41	Lodhi Road, CQ Dept.	Lodhi Road, New Delhi
42	Lodhi Road, (IT Deptt.)	
43	Lodhi Road (IOD Deptt.)	
44	3rd Floor, Sec.-1 (CTM-KM Deptt.)	Kribhco Bhawan, sect. 01, Noida
45	PS-TS	
46	PS-SSBG	
47	CORP-HSE	
48	Admin. 4th Floor	BHEL Advant Office, Sect 142, Noida
49	AUSC ,4th Floor	
50	HBG, 4th Floor	
51	PMG, 4th Floor	
52	GM/DGM,PMG, R.H.S Side, 4th Floor	
53	CCG, 4th Floor	
54	PCSG ,4th Floor	
55	PSNR, 4th Floor (Dept - PSNR\ RSC)	
56	Udyog Bhawan	DHI, Udyog Bhawan, New Delhi
57	NBG Office ,1st floor,Sector -16 A	Sector 16A, Noida
58	CLD/HRDI Office, Sector -16A	
59	CLD/HRDI Office, Sector -16A	
61	BHEL Dispensary Noida Sector-17	BHEL Township, Sector 17, Noida
62	BHEL (HR - TAX Office) Sector-17	

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26.11.2019