

### **Pre-Qualifying Criteria (PQR)**

<b>Sl. No.</b>	<b>Description of Requirement</b>	<b>Remarks</b>
<b>1</b>	GST Registration Copy	Enclose
<b>2</b>	Copy of Registration with Government Authority under Shops & Establishment Act or similar provisions.	Enclose
<b>3</b>	Acceptance of Terms & Conditions of Tender	Agree

Above are mandatory qualifying parameters. Non submission/ acceptance would lead to rejection of bid.

(Signature and Seal of Contractor)

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**BILL OF QUANTITY (PRICE BID)**

**Name of work: Supply on rental basis of 02 nos. Brand New plain paper copier machines for Black & White copying, their installation and Comprehensive Service & Maintenance Contract for two Years.**

**1. Charges for providing photocopier machine:**

Sl. No.	Description		Unit	Offered Rates
a.	Rental charges per month per digital photocopier (voltage stabilizer, training, operation manual, insurance etc. also to be provided)	R	Rent per machine per month (Rs.)	Bidder to fill
b.	No. of free copies per month per machine	F	Nos. 4000	4000
c.	Charges for copies beyond free copies per machine	r	Rs. Per copy	Bidder to fill
d.	Assumed Total copies per month (for purpose of comparison) per machine (N)		5000	5000
e.	Price Per Photocopier Per Month (Calculation)		$P = R + r \times (N - 4000)$ Or $P = R$ in case $N < 4000$	Auto Calculate
f.	Price for 02 Photocopiers 24 Month		48 x P	Auto Calculate

**Note: The rate shall be excluding GST & the same will be applicable for second machine.**

**For determining L-1 bidder, monthly charges for an assumed N (5000 no.) of copies per machine as per the above formula will be considered. However, payment will be made to the successful bidder for the actual copies (N) based on the above formula.**

**2. Technical specifications for brand new plain paper copier machines for black & white copying:**

Sl. No.	Technical Details	Technical Features	Confirmation by party Yes/ No
01.	ADF ( Automatic document feeder)	Yes	Yes
02.	Copying speed ( minimum)	20 CPM for A4	Yes
03.	Zoom Facilities range	50-200%	Yes
04.	Copying area ( A3 to A3)	A3	Yes
05.	Text and Photo Mode	Yes	Yes
06.	Minimum resolution	600 dpi x 600 dpi	Yes
07.	Rating ( machine duty)	Continuous	Yes
08.	Access mode of operation/ password protection	Yes	Yes
09.	Machine suitable for copying on 60 GSM paper also	Yes	Yes
10.	Double page copying	Yes	Yes
11.	Response time for attending break-down	Within 24 hours.	Yes
12.	Minimum up time of Machine	98%	Yes

Photo Copier Machine having Higher Specification is acceptable.

**SPECIAL TERMS AND CONDITIONS OF WORK**

1. Party has to supply on rental basis 02 nos. Brand New plain paper copier machines for Black and White copying, their installation and comprehensive service & maintenance contract for two years as per specifications enclosed in BHEL CFP Rudrapur. Rental charge shall remain firm during the entire duration of contract.
2. Payment shall be made monthly on meter reading basis after completion of each month and submission of invoices in duplicate. Billing cycle will be from the 1<sup>st</sup> of the month to the last day of the month. Meter reading will be taken on last working day of the month OR 1<sup>st</sup> working day of the next month and shall be verified by respective coordinator of the machine.

Monthly charges per machine shall be paid as per given in Bills of Quantity (Annexure -1):

For calculating the rental charges for part of the month (for the first bill only as the date of installation may not be 1<sup>st</sup> of the month), the basic monthly rent (R) and number of free copies (F) will be reduced proportionately.

The monthly rental charges calculated as above shall be subject to deduction due to machine down time, if any.

Rental paid for each machine will be effective from the date of its installation.

3. Party should make arrangement of standby machine to attend the emergency breakdown for immediate replacement of machines. No security or advance shall be paid by BHEL.
4. If any requirement for additional machines arise other than 02 No. machine, during the entire tenure of the contract, the party is bound to provide the additional machines on the same rates, terms and conditions.
5. Machines should be new brand. Party has to submit the proof for new machines (purchased/ manufactured) at the time of installation.
6. Paper and power connection will be provided free of cost by BHEL, Rudrapur at the site of machine installed.
7. All consumables like toner spare parts etc. and services to be provided free of charge by party, however old replaced parts will be property of the party. The consumables have to be made readily available at BHEL. Any work held up on this account will be treated as Breakdown of Machine and treated accordingly.
8. Maintenance: Party shall be responsible for all preventive and corrective maintenance of all the photocopiers, inclusive of supply of spares and consumables except power and paper during the entire contract period.  
  
Complaint lodged during shall be attended within 24 hours of call made. In case, performance of a machine is found to be unsatisfactory i.e. it is giving frequent troubles, party will be required to provide suitable replacement of the photocopies immediately.
9. Party shall submit monthly separate consolidated bills for 01 No. of machine and uptime of machine duly verified by the user department, indicating the number of copies printed on each machine during the month as per payment terms.



10. Party shall attend to all complaints related to these machine(s) promptly through their trained/qualified service engineer and ensure 98% up time as well as copy quality to the satisfaction of user department.
11. LD Clause / Deductions due to machine downtime: Any complaint reported by BHEL shall be either set right within 24 hours of reporting the complaint, failing which deduction will be made from the monthly rental charges payable for the photocopiers as per following formula:  
Deduction:  $(R \times D / 30) + (200 \times D \times r)$   
  
Where D = Number of days for which the photocopier was down exclusive of the day of reporting the complaint and the day the copier was set right but inclusive of intervening holidays.  
R and r have the same meaning as given in Payment Terms above.
12. **Party shall provide one set of original and minimum acceptable copy quality on each machine to ascertain performance of the machine at any time. In case the performance is not in conformity with the minimum acceptable quality, the machine shall be treated as down for the purpose of assessing the uptime & deduction will be made as per point no. 11 above. The party shall immediately rectify the problem & make the machine available for the use of BHEL.**
13. Training: Party will provide necessary training to users as per coordination by BHEL so as to train them in the day to day operations of the photocopiers so that they are able to use the photocopiers properly, resulting in less down time.
14. Manuals: Operation and Maintenance manuals shall be supplied with each photocopier without any extra charges.
15. Insurance: BHEL will not arrange any insurance for any part(s) of the installed photocopiers. It is therefore desirable that proper insurance is arranged by the party timely for the entire contract period. However, BHEL will not insist on it. At the same time BHEL will not in any way be responsible for any loss/ damage/ theft etc. to any of the photocopier/ or parts thereof, due to any reason, whatsoever. Claim etc. if any, will be dealt with the underwriters directly by the party.
16. Force majeure: Party shall not be responsible for delay in delivery / installation of the photocopier resulting from acts/ events beyond his control provided notice of the happening of any such act/ event is given by the party to BHEL within 15 days from the date of its occurrence. Such acts/event shall include but not be limited to acts of God, war, floods, earthquakes, epidemics, strike, lockouts, riots, fire governmental regulations affecting the delivery/ installation, superimposed after the date of contract etc.
17. Patents & trademarks: Party shall at all times indemnify BHEL against all claims which may be made in respect of the Photocopiers, supplied / installed by the vendor, for infringement of any right protected by patent, registration of designs or trademarks etc. In the event of any such claims being against BHEL, BHEL will inform the party who shall at his own cost either settle any such dispute or conduct litigation that may arise therefrom.
18. Contract termination: BHEL reserves the right to terminate this rate contract any time without assigning any reasons or for any number of photocopiers, out of the photocopiers taken against this Rate Contract, on one-month prior written notice.
19. Arbitration: Any question, dispute or difference arising under or out of or in connection with this Rate Contract shall be settled by Arbitration under the Indian Arbitration & Conciliation Act 1996. The Arbitrator shall be appointed by the competent authority of BHEL.
20. Jurisdiction: The court of the place from where this Rate Contract is issued shall alone have the jurisdiction to decide any dispute arising out of or in connection with this Rate Contract.

21. Delivery & installation of machines immediately after receipt of letter of intent within 07 days' time positively.
22. Party shall depute & post their service engineer at BHEL Rudrapur on call basis immediately. The party shall provide mobile phone facility to its service engineer on his cost. The mobile number shall be shared with BHEL authorities.
23. Any point not covered, if comes up at a later date, shall be mutually resolved in the best interest of work without any financial implication to BHEL.
24. All other General Terms and Conditions of BHEL will also be applicable to this contract.
25. Party will have to sign a Contract Agreement and Indemnity Bond on Non Judicial Stamp Paper of Rs.100.00 respectively after getting letter of intent from BHEL Rudrapur.
26. BHEL have rights to reject any bid without assigning any reason thereof.

**Towards statutory liability**

- a) All statutory requirements under Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.



**GENERAL TERMS & CONDITIONS**

- a) BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c) In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d) The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f) Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- h) The contract will commence on the date of award of the work order or as per direction of work order and will remain valid for a period of **02 years**. The parties reserve the right to extend the contract on mutually agreed terms and conditions. The contract will be for two years' period from the date of start of work at CFP Rudrapur.
- i) 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 Rudrapur 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 Rudrapur Courts.

The contractor will enter into agreement with BHEL once awarded the work order.

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