

BHARAT HEAVY ELECTRICAL LIMITED BHOPAL
TECHNICAL SERVICES DIVISION

Subject : One Digital Color Plain Paper Copier Machine on Rental Basis

Pre-Qualification requirement:

- 1) Vendor should have minimum Average annual financial turnover of rupees 1.63 lacks from last three year. The vendor shall furnish supporting document like (P&L & BS).
- 2) Vendor shall have successfully completed similar works as given below during last seven years ending on 31.03.2018.
 - a) Three works costing not less than 2.17 lacks.
 - b) Two works costing not less than 2.71 lacks.
 - c) One work costing not less than 4.34 lacks
- 3) “Similar Work” means providing of -
 - 1) Digital Color Plain Paper copier machine (Xerox machine) on Rental basis with supply of consumables (like toners and consumable spare etc.) and maintenance of machines.
 - 2) Selling of Digital Color Plain Paper copier machine (Xerox machine) with AMC in following two years. Work order to be attached with performance certificate.
- 4) The vendor shall furnish documentary evidence for PQR clause 2.0 & 3.0 (**i.e. WO/PO copies**).
- 5) The vendor shall submit performance certificates from at least two customers for similar machine/model.
- 6) The vendor shall submit a list of customers/users for similar machine/model in India.

Note: The Above documents shall be essentially submitted along with technical bid, else the offer will be not being considered.

Signature of Contractor
Date

Signature of Issuing Officer
Date

BHARAT HEAVY ELECTRICAL LIMITED BHOPAL
TECHNICAL SERVICES DIVISION

Annexure-I

Subject : One Digital Color Plain Paper Copier Machine on Rental Basis.

Specifications: Minimum Specification for Digital Color Plain Paper Machine on rental Basis is as follows:-

S.N.	Feature	Specification
1.	Original / Copy / Print size	Up to A3 Size
2.	Power Sources	200 to 240 Volt AC 50Hz.
3.	Copy, Print, Scan Speed	Minimum 18-20 per min.
4.	Machine Display	LCD and Keys
5.	Memory	Minimum 1 GB RAM
6.	Hard Disk drive	Minimum 80 GB
7.	Process Control	Self-Diagnostic System with Indicator
8.	Connectivity	For LAN/PC/LAPTOP & USB etc.
9.	Copy/ Print/ Scan Resolutions	Minimum 600 x 600 dpi
10.	Gray Scale/ halftone	256 scale
11.	Warm up time	Max 60 sec.
12.	First copy output time	Max 30 Sec.
13.	Paper Supply	Minimum - 1 Tray of 250 sheets & Manual Tray (Bypass)
14.	Paper Weight	60 to 120 GSM
15.	Reduction/ Enlargement ratio	50 to 200 %
16.	Paper Feeding	Automatic & Manual Both
17.	Copy Counter	1 – 99
18.	Photo & Text mode	Required
19.	Photo Mode	Required
20.	Ink Density Control	Automatic
21.	2 on 1, 4 on 1/ Group/Collate Function	Required
22.	Back Ground Adjustment	Required
23.	Color/RGB Adjustment	Required
24.	Electronic Set making / Cross Sorting	Required
25.	Duty Cycle	Continuous running 6 - 8 hours / Day
26.	Scanner Technology	CCD / CIS
27.	Scan to PC/HDD	Required
28.	Duplex automatic document feeder	Required
29.	Password Protection	Required
30.	Trolley for Machine	Required
31.	Metering counter	Up to A3 size paper count as a one paper (Non programmable)

Note: - 1) The metering feature shall be non programmable and shall be factory set. It shall be secured and cannot be set by service engineer or Administrator or any user. A certificate to this effect shall be included in offer from the principal manufacturer of the machine.

2) Vendor shall arrange Demonstration of the quoted machine/model within 7 days of opening of technical bids in Bhopal.

Copying Paper & Electricity will be provided by BHEL and machine shall be operated by BHEL operator. Supplier is responsible for all necessary consumables and maintenance of machine.

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BHARAT HEAVY ELECTRICAL LIMITED BHOPAL
TECHNICAL SERVICES DIVISION

Annexure – II

Subject : One Digital Color Plain Paper Copier Machine on Rental Basis

Scope of Work

1. **Function:** One Digital Color Plain Paper Copier Machine shall be used for printing of documents of size up to A3 size in various departments. **The machines shall be password (Minimum 5 Users) protected with non-programmable metering and capable of giving user wise monthly report.**
2. **Period of Contract:** The contract will commence on the date of installation machine and will remain valid for a period of 05 (Five) Years from date of commencement. **In case, Total numbers of copies as per contract are not printed during the contract period of period of 60 months, BHEL can retain the machines for an additional period of three (3) months without payment of any rent.**
2. **Supply of Machines:** One Digital Color Plain Paper Copier Machine shall be Installed and documentary evidence viz. E.D. Gate pass, Custom clearance, etc. to this effect shall be furnished.
3. **Upkeep of Machine:** The Supplier has to maintain the machines to ensure that the machines are giving quality print for minimum 97% of the available time (200/208/2016 hrs. per month as the case may be)(To be calculated on the basis of 8 Hrs. shift per day).
4. **Deduction/Penalty** towards the excessive down time will be made from monthly basic machine rent of the supplier as follows:
Deduction toward down time: Down up to 3% in a month- **No deduction.**
Down time above 3% and up to 6%: - Basic monthly machine rent will be deducted-**One Month**
Down time above 6% and up to 10% - Basic monthly machine rent will be deducted- **Two Months**
Down time above 10% - **Basic machine rent for the quarter will not be payable.**
5. **Preventive Maintenance:** Regular Preventive Maintenance shall be undertaken every week.
6. **Special Preventive Maintenance:** The machine shall be provided with special preventive maintenance services every month throughout contract period.
7. **Breakdown:** In case of breakdown of machine for more than 10% continuously for 3 months, the supplier shall replace the machine with new one.
8. **Resite:** If required the machines shall be re-sited inside the plant without any charge by the supplier.
9. **Complaints:** All the complaints must be attended within 2 hours of registration. For this supplier has to ensure that **sufficient numbers of service personnel are available at his Bhopal Office.** This shall be provided beyond BHEL office hours and on holidays also, in case need arise.
10. **Consumables & Spares:** Supplier shall maintain adequate stock of cartridges and other consumables to avoid any hold up of work. Electricity & Paper shall be provided by BHEL.
12. **Training:** Operators of the machines shall be given on the job /classroom Training. These training sessions shall be held at BHEL every six months as per the directions of Engineer- in- charge.

Signature of Contractor
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BHARAT HEAVY ELECTRICAL LIMITED BHOPAL
TECHNICAL SERVICES DIVISION

Annexure – III

Subject : One Digital Color Plain Paper Copier Machine on Rental Basis.

Important Commercial Terms & Conditions for Installation

1. Tenderer should submit their offer in double cover containing two separate sealed envelopes i.e.

Part A "Technical Cum Commercial Offer" and part B -"Price Bid". Both the envelopes to be superscribed with "One Digital Color Plain Paper Copier Machine" on rental Basis in. BHEL Bhopal " and contents of envelope with date of opening.

Initially Part A " Technical Cum Commercial Offer " shall be opened and shall accompany with it an EMD of **Rs. 11000/- (Eleven Thousand rupees only) only in form of online payment in favour of BHEL, Bhopal and Receipt of Tender Cost of Rs. 500 +GST shall be extra or online payment in favour of BHEL Bhopal, if downloaded from BHEL Web site.**

The Part B- "Price Bid"offer will be opened only for the technically cum commercially accepted offers after technical scrutiny. The price bid shall contain - The rental charges quoted in two parts i.e.(i) Monthly Basic machine lease/rent and Tax, if any, shall be clearly indicated. (ii) Per Copy Basic charges, separately indicating Material (Consumable & Spares) and Labour Part, VAT and Service tax.

- **Rates shall be quoted both in figures and words.**
- Bharat Heavy Electricals Ltd. Reserves the right to accept or reject any tender at its discretion.
- In the event of any tenderer withdraws the tender after it is opened but before the order is placed the earnest money will be forfeited.

Enclosed Schedule ‘A’ shall be used for price Bid.

2. The Contract will be for five years after the date of start of contract. Rental period will start from date of installation of machines with respect to all the terms & conditions and prices. **In case, Total numbers of copies as per contract are not printed during the contract period of period of 60 months, BHEL can retain the machines for an additional period of three (3) months without payment of any rent.**

Machines shall be installed within 15 days of award of LOI/contract whichever is earlier. Any delay in installation this shall attract penalty in form of non-payment of **one month rent for machines are not installed within 15 days up to one month. There after one month rental for every part or full month of delay GST on the penalty amount shall be extra.** The locations for installations of machines shall be informed to successful vendor.

The locations for installations of machines shall be informed to successful vendor.

3. **No Security deposit is required during the Contract Period.**
4. Digital Color Plain Paper Copier Machine shall be insured by the vendor at his cost.
5. The vendor shall be the manufacturer or its authorized dealer of the machine.
6. **The vendor shall sign on all the pages of the tender documents and shall show agreement/disagreement to all the clauses of tender in annexure I to V.**

Signature of Contractor
Date

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BHARAT HEAVY ELECTRICAL LIMITED BHOPAL
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Annexure – IV

Subject : One Digital Color Plain Paper Copier Machine on Rental Basis

Payment Terms

Payment shall be released on quarterly basis upon receipt of bill from the contractor of actual reading of number of copies, Monthly rent & deduction if any and duly certified by the in-charge of Reprographic Centre, TSD.

Bill shall contain following details.

- i) A) Basic machine rent on quarterly basis.
 B) GST as applicable on machine rent.

 C) Color Copy Charges indicating separately, for actual **prints taken out in the Quarter on the basis of monthly machine readings**
 D) GST as applicable on copy charges.
- ii) **Deduction towards following**
 - i) Deduction of payment for downtime of m/c shall be, as per **annexure-II (clause 4.0)**.
- iii) **Payment terms & condition:** For MSME vendor-Payment will be made within 45 days/in case other payment will be made 90 days.
- iv) **GST Compliances**
 - 1) Whenever bidders are required to supply services at project site Party has to submit GST registration No. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of Work Order.
 - 2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the bidder.
 - 3. **GST portion of the invoice shall be released only upon:-**
 - 3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoice as per GST invoice rules.
 - 3.2 Contractor declaring such invoices in his GSTR-1 or any modified returned as notified by government.
 - 3.3 Receipt of goods/services and tax invoice by BHEL and
 - 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal.
 - 3.5 Alternatively, contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GST portal and receipt of tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

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3.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within time line prescribed for availing ITC by BHEL.
Payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the time line prescribed in GST law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from the contractor along with the interest levied/leviable on BHEL.

Reverse Charge under GST

5A. In respect of services, reserve charge liability shall arise at the earliest of date of payment to services provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST law.

Liquidated Damage/Penalty

6. Liquidated Damage (LD) or penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

Tax deduction at source

7. TDS as per extent provisions of the GST law shall be deducted from supplier/contractor bill

Signature of Contractor
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BHARAT HEAVY ELECTRICAL LIMITED BHOPAL
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Annexure –V

Subject : One Digital Color Plain Paper Copier Machine on Rental Basis

General Terms and Conditions of the contract

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.

1.0 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.

2.0 Work Insurance: - Contractor shall insured their men as per the workman's compensation act.

3.0 Compensation: "BHEL shall recover the amount of compensation paid to victim(s) by BHEL toward loss of life /permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

a) Victim: Any person who suffer permanent disability or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing /operation and works incidental thereto at BHEL factories /offices and precincts thereof, project execution, erection and commissioning ,service ,repairs and maintenance, trouble shooting ,serving, overhaul renovating and retrofitting ,trail operation, performance guarantee testing undertaken by company or during any works/during working at BHEL unit /office /townships and premises /project sites.

c) Compensation in respect of each of victims:

i) In the event of death or **permanent disability** resulting from **loss of both limbs**: Rs. 10, 00,000 (Rs. Ten lakh)

ii) In the event of **other permanent disability** Rs.7, 00,000 (Rs. Seven Lakh)

d) Permanent Disability: A disability that is classified as a permanent total disability under the proviso to section 2 (I) of the employee compensation act.1923"

4.0 Work to be carried out

4.1 The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour ,replacement of parts and supply of consumables except paper which may be required for full and entire execution and completion of the work.

4.2 The contractor shall have his own tools & tackles, Instruments, consumables etc. required for the execution of work.

4.3 Successful vendor will ensure to stock all the spares, and other consumables at Bhopal local office and also post suitable numbers of well-trained service engineers at Bhopal office for giving regular service call with in 2 (two) hours of the complaint made.

5.0 Work during the Night, Weekly off and Holidays:

The normal working shift hours of the plant is 7.00 AM to 4.00 PM, But the contractor's person may be required to work beyond the normal working shift. Work may be carried out during night, factory weekly off and public holidays, with the prior written permission of Engineer-in-charge.

6.0 Security Deposit:- No Security deposit is required during the Contract Period.

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

If the contractor;

7.1 Any Time make default in proceeding with the work with diligence and continues to do so after a notice in writing of 7(seven) days from Engineer-In-Charge, or

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- 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 7(seven) days after a notice in writing is given by Engineer-in-charge in that behalf, or
- 7.3 Shall after 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 doing or for bearing to do or for having done or 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, BHEL can terminate the contract by **assigning no reason thereof** by giving 30 days' notice in writing in advance.
- 7.5 BHEL reserves 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 deliberate negligence from contractor's part or any other reasons whatsoever.
- 7.6 **Safety Liability:** The Contractor shall arrange safety provisions at his own expense. All safety measures shall be observed while carrying the job assigned. Contractor shall supply all the required personal protective equipment's. In case of non-compliance of safety rules, while executing the work, the work order will be cancelled.
- 7.7 The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

8 Statutory Liability

- 8.2 All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 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.
- 8.3 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.
- 8.4 Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
- 8.5 Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- 8.6 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.
- 8.7 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 8.8 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 8.9 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 8.10 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 while carrying out services at BHEL.
- 8.11 Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.

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9 **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.

10 **Jurisdiction :** The jurisdiction in all cases shall be at Bhopal alone.

Signature of Contractor
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Schedule 'A'

Description of Work : One Digital Color Plain Paper Copier Machine on Rental Basis.

Para	Description	In Figures	In Words
A.	Average copies per month per machine	1200	One Thousand Two hundred
B.	Nos. of Machines	1	One
C.	Nos. of Months	60	Sixty
D.	Contract period	5 Years	Five years from the date of installation of machine.
E.	Rent/Lease per month per machine Rs.		
F.	Rent/Lease CGST @ 9 % of E		
G.	Rent/Lease SGST @ 9 % of E		
H.	Total Rental charges including GST (E+F+G)		
I.	Basic Copy Charges per copy Rs.		
J.	CGST @ 9% of I		
K.	SGGT @ 9% of I		
L.	Total Copy charges per copy including GST (I+J+K)		
M.	Total charges one Digital Color Plain Paper Copier Machines excluding all taxes for One month (E + 75*1200* I)		
N.	Total charges one Digital Color Plain Paper Copier Machines including all taxes for one month (H + 1*1200* L)		
O.	Total charges one Digital Color Plain Paper Copier Machines excluding all taxes for Five Years (E +1*1200* I)*60		
P.	Total charges one Digital Color Plain Paper Copier Machines including all taxes for four Years (H + 1*1200* L)*60		

Note: 1) Evaluation shall be done on the basis of over all quoted price by bidders (excluding GST)
 2) Final Price (Sl. No. P&Q) also mentioned in word and do not overwrite anywhere in price
 bid. In case of overwriting offer may be liable for reject/not considered.
 3) In case of overall price tie: Following step shall be followed
 a) Lowest monthly rental charge by quoted vendor will be considered for award of WO