



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
HUMAN RESOURCE MANAGEMENT DEPARTMENT**

No: BHE: RU: HR: PCM: 2016-17:

Dated 04.01.2016

M/s _____

Open Tender Notice No. BHE: RU: HR: Photo Copier Machine/2016-17

Sub: Two year rate contract for hiring of 2 no. of photocopiers machine on rental basis at BHEL CFP Rudrapur.

Sealed tenders are invited from experienced parties for hiring of 02 nos. of Photo Copy machine on rental basis, in **two part bids (i) Techno-commercial Bid and (ii) Price bid** through registered post/courier/e-mail/by hand.

Last Date of Submission of Tender	: 25.01.2016, 02:00 PM
Date of opening of tender	: 25.01.2016, 03.00 PM
Place of opening of tender	: MM Department, BHEL, CFP, Rudrapur

Total tender document set **except price bid** shall be submitted in Techno-commercial Bid envelope. Only Techno-commercial bid will be opened on 25.01.2016 at 03.00 PM in the presence of interested parties available at the time of the opening of the tender. **Price Bid of the technically qualified parties will be opened on later date with intimation to successful parties.**

Tender submitted by party in single bid will be summarily rejected

The work will be awarded to single party on the basis of overall L-1 rates payable. However, BHEL reserves the right to accept or reject any bid without assigning any reason thereof.

There is No EMD or SD requirement for this tender.

Any corrigendum/ addendum will be published only at our website www.bhel.com under Tender Notification section. It will automatically become a part of this tender and the party must submit the signed copy (with documents, if required) with this Tender Document.

The sealed tender in sealed envelope should be superscripted with **"Tender for hiring of rental photocopiers machine, opening on 25.01.2016, 03.00 PM"** and addressed to

Sr. Executive, Human Resource Management
BHEL-CFP, Rudrapur, Dist. Udham Singh Nagar,
Uttarakhand- 263153

The Tender must be submitted on or before 25.01.2016, 02.00 PM.

For any clarification HR department may be contacted between 0800 hrs to 1700 hrs on 05944-257265, 272 on working days. Alternatively, email may be sent to himanshum@bhel.in; bcmishra@bhel.in.

Sr. Executive (HR)

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.

CHARGES FOR PROVIDING ONE 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.)	
b.	No. of free copies per month (F)	Nos.	
c.	Charges for copies beyond free copies. (r)	Rs. Per copy	
d.	Percentage of copies(N) allowed as wastage per month (x)	% of No. of copies (N)	

Note: The rate shall be inclusive of all taxes & the same will be applicable for second machine.

Monthly charges per machine shall be paid as per following formula:

Monthly charges: = $R + r * (N - W - F)$

Where

R = Basic monthly rent payable per month per machine inclusive of free copies
N = Total number of copies taken out during the month from the machine.
W = Wastages (number of copies) allowed during the month per photocopier @ x% of N.
F = No. of free copies permissible for the machine with in the basic monthly rent
r = per copy Charges for copies beyond free copies.
N = No. of copies photocopied by the machine in the month.

For determining L-1 bidder, monthly charges for an assumed 8000 no. of copies (N) as per the above formula will be considered. However, payment will be made to the successful bidder for the actual output (N) based on the above formula.

Signature of Party with Seal

Mobile No:

E-Mail Address:

Address:

TECHNO COMMERCIAL BID

**ACCEPTANCE OF TECHNICAL SPECIFICATIONS FOR BRAND NEW PLAIN PAPER COPIER MACHINES FOR
BLACK & WHITE COPYING FOR TWO YEARS**

A:-

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

B:-

Sl. No.	Documents/Description		Remarks/Page No.
1	Name & Address of Party	:	
2	Pan Card No. (Enclose a Copy)	:	
3	Service Tax Registration No. (Enclose a Copy)	:	
4	Bank Account Details	:	
	IFSC Code No.	:	
	Account No	:	
	Bank Name	:	
	Branch Name	:	
5	Acceptance for E-Payment	:	Yes
6	Details of the machinery/ equipment/tools tackles in the possession of the agency: (Provide list, if any).	:	
7	Details of relevant work experience & attach documentary evidence. (if any)	:	
8	Acceptance of all terms & conditions of contract by signing & stamping of all technical documents of tender.		
9	Note: The party should submit all the documents mentioned in Sl. No. 02 & 03 and Acceptance/details for A & Sl. No. 05 & 08. These are mandatory qualifying criteria & non fulfilment of any one or more criteria shall make the party technically rejected.		

Authorized sign. With seal

Name of the Party:

Address:

Contact Details:

E-Mail Address:

Instructions:

1. Bidders have to submit documentary evidence (i.e. Copy of the orders executed) for their financial & technical soundness for carrying out work of similar nature in the Govt./ Private Sector in the Techno-Commercial Bid envelope.
2. Tender must be submitted in two parts i. e. (I) Techno-commercial Bid and (ii) Price Bid, these bids must be sealed in separate envelopes , one super scribing the Techno-commercial Bids with tender no. and date of opening and name of bidder and the other super scribing with Price bid with tender no. and name of bidder. Both these envelopes must be sealed in another envelope super scribed with tender no. date of opening and name of bidder.
3. The tenderer/ contractor must sign each page of the tender document set.
4. The rates quoted must be in figures as well in words.
5. Only Techno-Commercial Bid shall be opened on 25.01.2016 at 03.00 PM in the presence of interested parties available at the time of opening of tender. Price Bid will be opened on a later date with intimation to successful parties.

Date of opening: Techno-commercial bid will be opened on 25.01.2016 at 03.00 PM in the presence of interested authorized representatives of the parties and price bid will be opened on a later date with intimation to successful parties.

Scope of work: Supply on rental basis 02 nos. Brand New plain paper copier machines for Black & White copying, their installation and Comprehensive service & Maintenance Contract for two year along with service and consumables other than paper and power supply as per special terms and conditions of work attached.

Tenure of contract: The tenure of the contract shall be for two years from the date of installation of the machine (as evidenced by the installation report duly signed by representative of BHEL) subject to consistent maintenance of copy quality, up time and tender conditions. If any requirement for additional machines arise other than 02 Nos. machine during the entire tenure of the contract, the party is bound to provide the additional machines on the same rates, terms and conditions. BHEL reserve the right to terminate the work order by giving one month notice without assigning any reasons.

Location of proposed new machines: The machine shall be installed at 02 Administrative Block BHEL Rudrapur. However the location may change as per requirement of BHEL, during the tenure of the contract by party. Party should make arrangement of standby machines to attend the emergency breakdown for immediate replacement of machine.

No deviation clause: The minimum specification as given in the technical specifications have to be accepted by the bidder and a confirmation in this regard to be provided in the Techno-commercial offer. Bids not meeting the minimum specifications requirement shall be summarily rejected.

Parties may offer higher end machines, however, no price preference shall be provided on this account.

Micro and Small Enterprises (MSE) CLAUSE:

- 1.0 Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type Under MSE	SC/ST Owner	Other
Micro		
Small		

If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE bidders can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure – MSE** where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are submit before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

1.1. MSEs shall be exempted from payment of tender fee.

1.2. MSEs shall be exempted from payment of earnest money at the time of tender deposit.

However, there is no exemption of security deposit submission.

Date:

(Signature/Seal)

Party Name –

Mobile Number –

Address -

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S (Hereinafter referred to as 'company') having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II) dtd:....., Category:(Micro/Small)). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006: Rs..... Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006: Rs.....Lacs (Strike off which is not applicable) T h e a b o v e i n v e s t m e n t o f R sLacs is within permissible limit of Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006. Or the company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant-

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 year 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 1st of the month to the last day of the month. Meter reading will be taken on last working day of the month OR 1st 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 following formula:

$$\text{Monthly charges} = R + r * (N - W - F)$$

Where

- R = Basic monthly rent payable per month per machine inclusive of free copies
N = Total number of copies taken out during the month from the machine.
W = Wastages (number of copies) allowed during the month per photocopier @ x% of N.
F = No. of free copies permissible for the machine within the basic monthly rent
r = per copy Charges for copies beyond free copies.
N = No. of copies photocopied by the machine in the month.

For calculating the rental charges for part of the month (for the first bill only as the date of installation may not be 1st 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 photocopiers 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. 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: $(R \cdot D / 30) + (200 \cdot D \cdot r)$

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 conditions stated; the machine shall be treated as down for the purpose of assessing the uptime.
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 photocopiers 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 shall provide BHEL Rudrapur logo on each machine such that the BHEL logo comes on every copy taken out of the machine. The logo so provided shall be maintained regularly on each machine, during the entire tenure of the contract without failure.
26. The party shall provide the confirmation of the acceptance of specifications in the format provided at Annexure-II and put the same in the Techno-Commercial Offer.
27. 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.
28. 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.

ANNEXURE-IV

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.