

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	09-04-2022 15:00:00
<b>Bid Opening Date/Time</b>	09-04-2022 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	40 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10210015-pser
<b>Item Category</b>	Photocopying Service - Onsite
<b>Contract Period</b>	1 Year(s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>SHG Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Required	No
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## Splitting

Bid splitting not applied.

## MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

## Additional Qualification/Data Required

**Scope of Work:**[1648629330.pdf](#)

## Photocopying Service - Onsite ( 50000 )

### Technical Specifications

Specification	Values
<b>Core</b>	
Installation of Machine	Onsite
Number of Working Days in a week	6
Shift for Operating Machine	1
Operator	With Operator
Paper	Paper to be provided by service provider
Size of Paper( In CM)	A4 (21.0 x 29.7)
Paper Thickness in GSM	75-85
Brand of Paper	JK Copier
Colour Type	Monochrome

Specification	Values
Capacity of the machine for dispensing the pages per day	1000-5000
Photocopying Resolution (DPI)	600
Age of Machine	1 year to 2 years
Buyer will pay for Cartridge	No
Buyer will pay for Electricity Bill	Yes
Insurance of the machine required by service provider	Yes
<b>Addon(s)</b>	

### Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Estimated Number of Pages per month	Additional Requirement
1	Rita Gupta	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	50000	<ul style="list-style-type: none"> <li>Number of months within contract period : 12</li> </ul>

### Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

#### 3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 4. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

<b>VOLUME- II</b>	<b>TECHNICAL SPECIFICATIONS &amp; SPECIAL CONDITION OF CONTRACT</b>
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1.0	Bidders should fill all documents completely in the manner as specified in NIT within specified date and time before submitting the form.
2.0	Bharat Heavy Electricals Ltd., takes no responsibility for any delay, loss or non-submission of tender document online and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
3.0	Tender shall be opened by the authorized officers of BHEL in the e-procurement platform at the specified time and date. Bidders may witness the same from their respective e-procurement log in.
4.0	The bidders shall closely peruse all the clauses, specification indicated in the tender documents before quoting. If bidders have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., shall at once contact the authority inviting the tender for clarification before submission of offer.
5.0	Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
6.0	Bidder must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the bidder in token acceptance thereof. The information furnished shall be complete by itself.

7.0	The bidder shall quote the rates (upto two decimals) in English language and international numerals. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
8.0	<p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>i). General terms and conditions for Services;</p> <p>ii). Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service; BID / Reverse Auction specific ATC.</p> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with Scope of Work and Service Level Agreement as enumerated in the document shall be construed to be part of the Agreement between Buyer and Service Provider.</p>
<b>9.0</b>	<b>Qualification Of Bidders:</b>
9.1	Only bidders who meet all the <u>PRE - QUALIFICATION CRITERIA</u> of tender are expected to quote for this work.
<b>10.0</b>	<b>SCOPE OF WORK</b>
10.1	Deployment of one photocopier machine along with operator at 'BHEL Bhawan' for carrying out photocopying job.

10.2	<p>Photocopier machine should have following minimum features:</p> <ul style="list-style-type: none"> <li>a) It should be fully multifunctional digital, Copy, Print, and Scan facilities must be there.</li> <li>b) It should have capacity of giving 33ppm A4/ 16ppm A3 output.</li> <li>c) It should have Laser dry electrostatic transfer imaging system.</li> <li>d) It should have Wide range zoom from 25% - 800% in 1% increments from platen glass.</li> <li>e) Photocopy machine would be of Monochrome type, 600 DPI, 1-2 year old and capacity of the machine for dispensing the pages is 1000-5000 per day.</li> <li>f) Printable Paper would be A4 size, Legal Size.</li> </ul>
10.3	Deployment of Operator
10.3.1	<ul style="list-style-type: none"> <li>i) Service provider is required to provide onsite service by engaging one operator for his photocopying machine.</li> <li>ii) Operator has to attend office weekly 06 days in single shift basis or as per the BHEL office working days.</li> <li>iii) The Bidder shall ensure that operator engaged by them at BHEL premises for providing the above service under this contract should not involve in any trade union activities at any point of time.</li> </ul>

10.3. 2	<p>The Bidder shall in furnish following in respect of their employees:</p> <ul style="list-style-type: none"> <li>(i) Name</li> <li>(ii) Father's name</li> <li>(iii) Date of birth</li> <li>(iv) Educational qualification</li> <li>(v) Past experience</li> <li>(vi) One identifying body marks</li> <li>(vii) Full residential address</li> <li>(viii) Permanent home address</li> <li>(ix) Passport size photograph.</li> <li>(x) Copy of Aadhar Card / Photo Identity Card</li> <li>(xi) Copy of Covid Vaccine certificate</li> </ul>
10.3. 3	<p>The manpower deployed under this contract should within 18-60 years of age. Such person should be physically and mentally fit and should not have any criminal record.</p>
10.3. 4	<p>The Bidder shall provide his employee with employment/identity card with photograph duly verified and attested by the Bidder. Identity card should indicate the name of the proprietary/partnership firm/company, place of work, contact number and validity of the Card.</p>
10.3. 5	<p>The Bidder 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. Bidder must ensure that his operational cost towards operator statutory wage and other miscellaneous expenditure (if any) for executing this works must be within the quoted rate. .</p>
10.3. 6	<p>Photocopy service to be made available from 09.00 Hrs to 18:00 Hrs on all working days. In case of exigencies of work, photocopy services may have to be provided even after office hours/on holidays for which no extra charges will be payable to the Bidder by BHEL.</p>

10.3. 7	BHEL has the privity of the contract with the Bidder only and will give instructions to the Bidder or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the Bidder. The relationship between BHEL and the Bidder will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employer -employee relationship.
10.4	<b>SUPPLY OF CONSUMABLES &amp; MATERIALS:</b>
10.4. 1	All materials/consumables including paper, tonner etc. required for Photocopying works will be supplied and arranged by Bidder within their quoted rate. No extra claim for supply of materials etc. will be entertained.
10.4. 2	Paper for Photocopying work must be JK, Modi or Century Brand with 75 -85 GSM. No other branded quality of paper should be used for photocopying purpose.
10.4. 3	Toner of Branded company / manufacturer as and when required for machines so installed and under service of BHEL.
10.5	<b><u>MAINTENANCE:</u></b>
10.5. 1	The Bidder shall solely be responsible for day to day maintenance / repair at his own cost (including insurance, if any) to provide interrupted service and to provide quality photocopying where no scratch or unwanted ink impression appears on the photocopy paper. BHEL will not pay any extra charges for repair/maintenance of the machine.
10.5. 2	Bidder shall ensure that Photocopier machine are operational on all working days.
10.5. 3	In case of breakdown of photocopier machine for more than three days, Bidder shall have to arrange for replacement of machine immediately so that work of BHEL does not suffer due to non-availability of machine.
<b>11.0</b>	<b>TECHNICAL SPECIFICATION</b>



11.1	Photo Copying Works				
	ITEM DESCRIPTION		TECHNICAL DETAILS		
11.1.1	PHOTOCOPY A4 SIZE - SINGLE IMPRESSION- B&W		<p>(i) BLACK AND WHITE Photocopy of documents (any size, limiting to A3) into A4 size copy in single side impression.</p> <p>(ii) Photocopy papers should be 75 -85 GSM</p> <p>(iii) Photocopy to be executed on site i.e. BHEL BHAVAN.</p>		
11.1.2	PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK) IMPRESSION- B&W		<p>(i) BLACK AND WHITE Photocopy of documents (any size, limiting to A3) into A4 size copy in both side (back to back) impression.</p> <p>(ii) Photocopy papers should be 75 -85 GSM</p> <p>(iii) Photocopy to be executed on site i.e. BHEL BHAVAN.</p>		
12.0	BILL OF QUANTITIES:				
	ITEM DESCRIPTION	TENTATIVE QUANTITY PER MONTH	TENTATIVE QUANTITY FOR ONE YEAR	UoM	Price Calculation per 100 sheet

12.1	PHOTOCOPY A4 SIZE - SINGLE SIDE IMPRESSION- B&W	50,000	6,00,000	Sheet	Rs. X  (as per agreed price over bidder quoted price)
<p>Note:</p> <p>Cost for PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK) IMPRESSION- B&amp;W will be derived from the quoted price for SINGLE SIDE IMPRESSION- B&amp;W as per the following formula:-</p> <p>Unit price of PHOTOCOPY A4 SIZE BOTH SIDES (BACK TO BACK) IMPRESSION- B&amp;W =</p> <p>Double of agreed bidder quoted price for single side impression minus discount of 20% on value as arrived by prorate basis.</p>					
13.0	<u>QUANTITY VARIATION:</u>				
13.1	The quantity indicated above is indicative and is subject to change $\pm 25\%$ .				
14.0	<u>Commencement of Work &amp; Contract Period:</u>				
14.1	Bidder shall start the work within five days from the date of placement of LOI.				
14.2	The contract period will be One (01) year from the date of start of work.				
15.0	<u>Completion/Delivery Period</u>				
15.1	The day to day order to the contractor shall be given through telephone/email/on site. In response to the telephonic/email order, the contractor shall arrange for collection of documents and prescribed requisition within reasonable time.				
16.0	Payment Terms :-				
16.1	The contractor shall present the monthly bills along with the requisition cum certification of work done during the month.				

16.2	<p>Payment Condition (Para 9.1 of SLA)</p> <p>i). The payment shall be made as per the financial quotes# submitted by the Service Provider and accepted by the Buyer.</p> <p>ii). No advance payment shall be made to the Service Provider.</p> <p>iii) The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service\$.</p> <p>iv). Payment Calculation shall be as under:</p> <p>Payment = (Number of pages photocopied during the billing cycle x rate per 100 page) /100- (applicable penalty as detailed).</p> <p># financial quotes will be inclusive of GST as per GeM norms</p> <p>\$ Wage and statutory cost for the operator is inclusive</p>
16.3	<p>Payment Cycle (Para 9.2 of SLA)</p> <p>i). Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same. Monthly billing is preferable with prorate cost.</p> <p>ii). The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.</p>
16.4	<p>Payment Process (Para 9.3 of SLA)</p> <p>i ). Payment shall be made only after submission of invoices, logbook, service feedback, non- submission of the same may lead to delay/deduction in payment.</p> <p>ii). All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.</p> <p>iii. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.</p>

16.5	Payment will be made on monthly basis and it will be released within 10 (Ten) days after receipt of bill complete in all respect at BHEL PSER, HR Department, Kolkata.
16.6	The quoted rates/price of each item will remain firm during contract period irrespective of quantity variation.
17.0	<b>Paying Authority:</b> Finance Department, BHEL PSER-KOLKATA
18.0	<u>TAXES AND DUTIES</u>
18.1	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
18.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
18.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
18.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.

18.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
18.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
18.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
18.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
18.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
18.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
18.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
18.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: -  "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
18.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
18.7.5	You shall comply with all statutory amendment/notifications in this respect.

18.8	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act &amp; Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p><b>BHEL GSTN - 19AAACB4146P1ZC.</b></p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>
18.9	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address - Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
18.1 0	<p>In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
18.1 1	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act &amp; Rules referred there under.</p>
18.1 2	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>

18.1 3	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
18.1 4	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same shall be available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied/ leviable on BHEL.
18.1 5	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
18.1 6	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
18.1 7	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

19.0 **Penalty & Termination Clauses**

19.1 Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of contract and the Buyer shall have the right to immediately terminate the Agreement.

1. Cumulative penalties reach 10% of the Contract Value; and
2. Subcontracting or outsourcing of the contract/ Agreement, in part or whole.

Penalties shall be levied on the Service Provider, for the violation of Service Level Agreement as mentioned below:

The party should guarantee minimum 90% availability (uptime) for the machines on monthly basis. Machine downtime will be reckoned only during the working hours. If desired quality of photocopy is not done from the machine it will also be calculated as downtime till it is not addressed. For example, working hours is 10.00 hours to 17.00 hours (7 hours) of working day. For example, if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the downtime would be calculated as below :-

From 12.00 hours to 17.00 hours on the first day = 5.00 hours

From 10.00 hours to 11.00 hours on the second day = 1.00 hours

Total down time = 6.00 hours.

The downtime period will start from the time and date of reporting the complaint to the party. The availability percentage will be calculated.

Penalty will be imposed on pro-rata basis, if the availability falls below 90%.

Thus:-  $\text{Penalty} = (90\% - \text{Actual availability}\%) \times (\text{Bill Amount})$



	<p>90% Actual availability percentage or each machine will be calculated as follows:-</p> <p>Actual availability = (No of working days in the month x Working hours) - (Downtime hours during the month) x100</p> <p>(Number of working days in the month x Working hours)</p> <p>The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the Agreement.</p>
19.2	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
19.3	Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.
20.0	FORCE MAJEURE
20.1	<p>The Bidder shall be subject to force majeure clause defined as under:</p> <p>This force majeure is herein defined as any cause which is beyond the control of the Bidder which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The Bidder shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after Bidder's performance of his obligation has been delayed for other causes.</p>

21.0	ARBITRATION
21.1	In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.
22.0	JURISDICTION
22.1	All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Barasat.
23.0	OTHER POINTS
23.1	The Bidder shall abide by the provisions of Employee's Compensation Act, 1923, Employees' State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Bonus Acts & Rule, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules etc.. BHEL will not be held responsible for any injury sustained by Bidders' worker while on duty. In the event of any injury/accidental death of the employee on duty, the Bidder will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee's Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Bidder and deposit the same with competent authority.

**5. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

**6. Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**7. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**8. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**PRE - QUALIFICATION CRITERIA**

<b>JOB</b>	<b>"RATE CONTRACT OF PHOTOCOPYING SERVICE AT BHEL PSER KOLKATA FOR ONE YEAR ".</b>
<b>Sl.No.</b>	<b>CRITERIA</b>
1.0	FINANCIAL CRITERIA

(a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 1.44 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2020 OR 31/03/2021 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31/03/2020 OR 31/03/2021. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2020 OR 31/03/2021, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E.PHOTOCOPING SERVICE/ PHOTOCOPY AND BINDING WORKS) AT LEADING PSU'S /STATE GOVERNMENT /REPUTED COMPANIES IN THE LAST 07 YEARS ENDING ON LAST DATE OF BID SUBMISSION. BIDDER SHOULD SUBMIT ORDER COPY(S) ALONG WITH THE RELEVANT DOCUMENTS IN SUPPORT OF THE ABOVE.
3.0	BIDDER SHOULD HAVE VALID PAN AND VALID GSTN CERTIFICATE
Note	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED

**Note:**

- (i) The bidder who meets the above pre-qualification criteria can only participate in the tender.
- (ii) Bidders quoting in Indian currency (INR) only shall be qualified.
- (iii) Consortium/ JV is not allowed.
- (iv) If the bidder happens to be subsidiary of a parent company, then the credentials of its sister-concern (under the same business) and the parent company can also be considered for meeting the above PQC.
- (v) Bidder must not be under bankruptcy code proceedings (IBC) by NCLT or Under liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.
- (vi) The scope is not splittable / not divisible.

**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**