

TENDER SPECIFICATION

No. BHE/PW/PUR/PRNT-MISC/990/OJ

FOR

Printing of Monthly news Magazine "SPANDAN" for PSWR NAGPUR

PART: I

(TECHNICAL BID SPECIFICATION)

CONSISTING OF NOTICE INVITING TENDER AND GENERAL CONDITIONS OF CONTRACT



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

C o n t e n t s			
S N	Description	Section/ Appendix no	No. of pages
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3	Declaration about Relationship in BHEL	-----	01
4	Certificate of No-Deviation	-----	01
5	Special Conditions of Contract (Scope of work, Time Schedule, Payment Terms, etc.)	SECTION-A	25
6	Price Bid Specification	PART-II	@
7	GENERAL CONDITIONS OF CONTRACT		#

LEGEND:

@: Issued as separate booklet 'Tender Specifications Part-II.

Issued as separate booklet 'GCC-990'

**BHEL PSWR
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BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION NO - BHE/PW/PUR/PRNT-MISC/990/OJ

ISSUE DETAILS

NAME OF THE WORK:

Printing of Monthly news Magazine "SPANDAN" for PSWR NAGPUR

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING **PART-I** AND **PART-II** ARE ISSUED TO:

M/s.....

.....

.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :

NOTICE INVITING TENDER

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders having **OFFSET PRINTING PRESS SETUP AT NAGPUR CITY** (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on behalf of **BHARAT HEAVY ELECTRICALS LIMITED** as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/PRNT-MISC/990/OJ
ii	Broad Scope of job	Printing of Monthly news Magazine "SPANDAN" for PSWR NAGPUR
iii	DETAILS OF TENDER DOCUMENT	
<i>PART-I(Technical Bid Specification)</i>		
Section-A	<u>SCC</u> Technical Specification, Terms of payment, etc	<i>Applicable</i>
Section-B	General Conditions of Contract (GCC)	<i>Applicable</i>
<i>PART-II</i>		
	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Start of Sales	Start: 15/05/2012 Closes:29/05/2012, 16.00 Hrs
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 30/05/2012 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Ranade/ Sr.Manager (Purchase) Pratish Gee Varghese / Engineer(Purchase)
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day,

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		<i>tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</i>	
vii	EMD AMOUNT	20,000/- (Rupees TwentyThousand Only)	Applicable
viii	COST OF TENDER	2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: Atleast 5 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr R K RANADE (rkranade@bhelpswr.co.in) Mr Pratish Gee Varghese (pgv@bhelpswr.co.in)</i>	Applicable
x	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)

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6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Part – I: <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, General Conditions of Contract etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Part – II (UNPRICED – without disclosing rates/price, but	

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	mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xi.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p><u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p><u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	<p><u>ENVELOPE-IV</u> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
i	<ul style="list-style-type: none"> o Envelopes I o Envelopes II o Envelopes III 	

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SPECIAL NOTE : All documents/annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- ~~9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.~~
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- 13.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, etc. and date of opening of price bids shall be intimated to only such bidders.
- 14.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

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- 15.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 16.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 21.0 **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 22.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 23.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 24.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid (Part-II)
 - d. Technical Bid (Part-I)
 - e. General Conditions of Contract (GCC)

for BHARAT HEAVY ELECTRICALS LTD

AGM/PURCHASE

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Enclosure

- 01. Annexure-1: Pre Qualifying criteria.**
- 02. Annexure-2: Check List.**
- 03. Annexure-3: Important Information.**

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Printing of Monthly news Magazine “SPANDAN” for PSWR NAGPUR
TENDER NO	BHE/PW/PUR/PRNT-MISC/990/OJ

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed	NOT APPLICABLE	
B	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT	NOT Applicable	
C	<p><u>Technical</u></p> <p>C.1 Bidder must be in the business of Offset printing in last seven years as on 30/04/2012</p> <p style="text-align: center;">AND</p> <p>C.2 Bidder must be owning following Offset Printing Facilities at Nagpur City as per details below:</p> <p>i) In-house 4 (four) Nos of Colour Offset Printing Press setup.</p> <p>ii) In-house set up of Designing with minimum 3 computers.</p>	APPLICABLE	
D 1	<p><u>Financial</u></p> <p>Bidders must have carried out business of Offset Printing of an average value Rs 2.70 Lakh or more over last three Financial Years (FY) i.e 2008-09, 2009-2010, 2010-2011.</p>	APPLICABLE	
2	<p>NETWORTH</p> <p>Net worth of bidder based on latest Audited Accounts as furnished for ‘D.1’ above should be positive</p>	APPLICABLE	
3	<p>PROFIT</p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in ‘D1’ above based on latest Audited Accounts.</p>	APPLICABLE	

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E	Approval of Customer	NOT Applicable	
F	Consortium criteria	Not Applicable	
<p>Explanatory Notes for QR 'C'</p> <ol style="list-style-type: none">1. Bidders must submit supporting documents like Work Orders, Invoices, Proof of Payments etc in support of QR C.12. Bidders must submit supporting documents like 'Ownership Certificates', Invoice of purchase of Offset Press, Computers etc or other documents in support of QR C.23. BHEL may opt to visit the premises of the bidders to ascertain the business set up the bidder satisfying QR C.2 <p><u>B) Explanatory Notes for PQR 'D'- 'Financial'</u></p> <ol style="list-style-type: none">1. Net Worth = Paid up share capital + Reserves (Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)2. Profit shall be NET Profit (PAT + Non Cash Expenditure viz depreciation).3. In case audited financial statement have not been submitted for all the three years as indicated in 'D1' above, then applicable audited statement submitted by the bidder against the requisite three year, will be averaged for three years.			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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ANNEXURE - 2

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM LATEST DUE DATE OF TECHNICAL BID OPENING	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10			
11	No Deviation Certificate	Applicable	YES/NO
13	Declaration for relation in BHEL	Applicable	YES/NO
14	Bank Account Details for E-Payment	Applicable	YES/NO
16	BIDDER HAS FAMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS	Applicable	YES/NO
17	COPY OF SIMILAR WORK EXECUTED IN THE PAST 7 YEARS	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE 3:

IMPORTANT INFORMATION

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)

1. Bidders must have complete set up of printing in NAGPUR CITY only.
2. Bidder must have printing facility in Hindi (as our 80% publication material shall be in Hindi only).
3. **BHEL official will visit bidder's work premises to verify the facility for printing as mentioned in the tender.**

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DECLARATION SHEET

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director
/Owner is presently employed in BHEL? : **YES/ NO**
If so, his connection with the Firm **(If yes, please give particulars)**

2. Whether any BHEL employee is : **YES/NO** (If yes, please give
Holding any share in Firm? particulars)

Signature of the Tenderer

Note:

1. Attach separate sheet, if necessary.

2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

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CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION No. BHE/PW/PUR/PRNT-MISC/990/OJ

I/WE, M/s

.....

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/
CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET
ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE
CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR
COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS
MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS
AND CLARIFICATIONS.

Signature of the Bidder

Date:

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BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

--

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

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**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT
AGREEMENT**

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with

..... vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of

Mr.....(Attorney)

Attested by:

Director/CMD/Partner/Proprietor

Witness

Notary Public

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TECHNICAL CONDITIONS OF CONTRACT

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JOB: Printing of news Magazine "SPANDAN" for PSWR NAGPUR

1. SCOPE OF WORK

The intent of specification is to provide the services for Printing of News Magazine for BHEL PSWR Nagpur

- 1.1 Bidder shall be intimated in advance regarding collection of Printing material from BHEL PSWR Office
- 1.2 Bidder shall provide a draft copy of complete printing material sequentially for proof reading and shall obtain approval for final printing of copies as mentioned.
- 1.3 Printed copies shall be packed and delivered as per instruction.

1.4 SPECIFICATIONS:

- i) **Paper type: 170GSM Imported Art Paper.**
- ii) **Offset Printing: 4 colour Offset Printing.**
- iii) **Size : A4 (8.25" x 11")**
- iv) **Binding : Centre Stitching**
- v) **Pages per set : 8/12/16/60**

1.5 Language of printing is in Hindi (80%) and remaining portion will be in English

2. DURATION OF CONTRACT

- 2.1 The contract shall be for a period of three years from the date of acceptance of your offer/ date of award of contract. Initially the contract shall be awarded for two year and there after the same is renewable for additional one year at the discretion of BHEL on same terms and conditions.
- 2.2 If the performance/services of the contractor are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.
- 2.3 **BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning reason and no payments will be made for the period after foreclosure.**

3.0 PRICE VARIATION

The price shall remain firm for entire contract period.

4.0 TAXES, DUTIES, LEVIES (Rev 01 dated 15/03/2011)

4.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

4.1.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- I. The name, address and the registration number of the contractor,**
- II. The name and address of the party receiving taxable service,**
- III. Description, classification and value of taxable service provided and,**
- IV. The service tax payable thereon.**

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

4.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

4.1.4 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

4.1.5 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/levies etc. in his price bid.

4.1.6 Submission of Periodical Reports

Contractor shall submit periodical reports in respect of following aspects of operation:

- 1) Consumption of welding electrodes and gases
- 2) Consumption of construction power
- 3) Manpower reports
- 4) Daily and Monthly Progress reports
- 5) Field calibration reports

BHEL at site will inform formats for these reports.

4.1.7 It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours

4.2 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

6.0 **PAYMENT TERMS:**

BHEL will release the payment within 30 days of submission of following documents (Complete in all respect) upon satisfactory completion of printing job as per specifications and terms and conditions detailed in this document:

1. The invoice in duplicate based on the accepted rates
2. Copy of letter of award.

7.0 Validity of Offers: - Offer shall be valid for 180 days from the last date of submission of tender