

## TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/WR-TRF/1262

FOR

Maintenance of BHEL Transit Flat

VOL-I : TECHNICAL BID SPECIFICATION



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

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

T.S. NO. BHE/PW/PUR/WR-TRF/1262

TENDER DT 19-04-2014

DUE DATE: 28-04-2014

To M/s	<b>Our E-mail :</b> raju@bhelswr.co.in	
	<b>ENQUIRY No :</b>	<b>BHE/PW/PUR/WR-TRF/1262</b>
	<b>ENQ. DATE</b>	<b>19-04-2014</b>
	<b>DUE DATE</b>	<b>28-04-2014</b>

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz. (1) Technical cum Commercial Bid & (2) Price Bid** For the material indicated below confirming acceptance to the terms and conditions enclosed, so as to reach our office on or before 15.00 hrs on the due date. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

**Opening of Tender: 28-04-2014 Time: 16:00 Hrs**

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**PRE QUALIFYING REQUIREMENTS**

JOB	<b>Maintenance of BHEL Transit Flat</b>
TENDER NO	<b>BHE/PW/PUR/WR-TRF/1262</b>

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. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	<b>NOT APPLICABLE</b>	
B	<p><b><u>Technical</u></b> Bidder must have successfully executed any Maintenance work of Canteen/Guest House {i.e. Bidder must meet (B.1.1 or B.1.2 or B.1.3)} in the last seven (7) years as on latest date of bid submission:-</p> <p><b>B.1.1)</b> Single work order of Rs 4 Lakhs or of more value.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.2)</b> Two work orders of Rs 2.5 Lakhs or of more value.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.3)</b> Three work orders of Rs 2 Lakhs or of more value.</p>	APPLICABLE	
C-1	<p><b><u>FINANCIAL TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs.1.5 Lakhs</b> or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-2013.</p>	APPLICABLE	
C-2	<p><b><u>NETWORTH (only in case of Companies)</u></b> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	

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C-3	<b>PROFIT</b> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1 above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	<b>Approval of Customer (if applicable)</b> <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	NOT APPLICABLE	BY BHEL
F	<b>Price Bid Opening</b> <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures</li> <li>2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li>3. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</li> <li>4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above</li> <li>5. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</li> <li>6. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</li> </ol>			

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

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**Check List**

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	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> 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 submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	<b>Not Applicable</b>	-----
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
15	Non-Disclosure Certificate submitted	Applicable	YES/NO
16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	-----

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18	<b>Tie Ups / Consortium Agreement against this tender</b>	<b>Not Applicable</b>	-----
19	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
20	Analysis of Unit rates submitted	Applicable	YES/NO

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

DATE :  
AUTHORIZED SIGNATORY

(With Name, Designation and Company seal)

### **Chapter – I Work Description**

BHEL is having a transit flat at Shree Krishna Apartment, consisting of (Three Flats) eight bed rooms, three halls , Kitchen, etc (Main block) and (three flats) consisting of six rooms, halls, etc. in back side ( additional area)

The following services are to be provided by the Agency:

- 1) To maintain all the areas both main blocks as well as the additional area (all room with attached toilet cum bath rooms), Kitchen, drawing and dining halls etc.
- 2) To provide services of Minimum three to four persons, viz, One Supervisor, one or two cook and one helper with proper uniform, round the clock.
- 3) The complete areas under contract shall be cleaned regularly every day using necessary cleaning materials etc.
- 4) To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil in bath rooms, etc.
- 5) To provide one soap for guests
- 6) To provide clean and washed towels, bed spreads, pillow covers for guest and the same shall be changed once in three day or on arrival of a new guest, whichever is earlier.
- 7) The agency shall maintain the complete area ( both main block and additional area ) and the common place of use in hygienic clean condition at all time
- 8) The agency shall be liable to comply with all the rules and regulations in respect of all the labour laws and statutory requirements including the safety regulation.
- 9) An amount of Rs. 10,000/- is required to be paid the agency toward EMD in favor of Bharat Heavy Electricals Limited by DD payable at Nagpur.
- 10) TDS as applicable shall be deducted and Certificate to the effect shall be issued. Service Tax as applicable shall be paid extra, subject to producing proof of remittances by the agency.
- 11) Offer is sealed cover to be submitted under two bid basis, one sealed envelope containing EMD, previous experience details & the Tender Specification duly signed by the agency (Comm Bid) & another envelope containing only Price bid, filed in the enclosed proforma.
- 12) The rates of Breakfast/Lunch/dinner, etc. shall be discussed with the Agency mutually and finalized.

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**Chapter – II GENERAL**

- 1) Initially, Contract shall be awarded for 3 months on trial basis. On successful completion of trial period, Contract shall be extended for 21 months.
- 2) The contractor shall maintain the complete premises in hygienic condition all the time
- 3) Commercial Gas connection shall be provided by BHEL. Gas stove depending upon the requirement ( and refills are to be done by caterer )
- 4) Quality, quantity of food and promptness of service is the essence of the contract to be rendered by the caterer. In case the same is found to be poor BHEL has the right to terminate the contract without assigning any reasons there off.
- 5) Subject to meeting the quality and quantity of food, the service shall be initially for a period of two years during which, no price increase is admissible. Thereafter the contract can be considered for a further period of one more year on mutually accepted rates.
- 6) Contractor shall produce the bill with all necessary enclosures on monthly basis to HR dept and payment will be made within 15 days of receipt of bill.
- 7) Vendors may seek clarification from BHEL before quoting and the vendors will be deemed to have understood the entire scope of the work. Any interpretation of the terms and conditions of this tender by BHEL will be binding on the vendor
- 8) The quotations are to be submitted in a sealed cover with the price bid (Annexure II ) with rates quoted and signed by the vendor.
- 9) Offers received without the EMD shall be liable for rejection.
- 10) Lowest bidder (L-1 bidder) shall be evaluated based on the lowest Lumpsum rate of T.S. BHE/PW/PUR/WR-TRF/1262.

### **Chapter – III Facilities and T&P's in the Scope of Contractor/BHEL**

#### **ITEMS TO BE PROVIDED BY THE AGENCY:**

IN EACH ROOM

- ❖ White bed sheet
- ❖ White Pillow Cover
- ❖ White Towels
- ❖ White Hand Napkins
- ❖ Hangers in Wardrobes
- ❖ Liquid Mosquito Repellant in each room and at Halls
- ❖ Water jugs with glass & Lid in a small tray'
- ❖ Two Nos plastic buckets & Mugs in both rooms & WC
- ❖ Plastic soap case in the Bath rooms
- ❖ **Agency to provide additional five Nos. Colour Televisions.**

#### **ITEMS PROVIDED BY B.H.E.L.**

- ❖ Cots
- ❖ Mattresses
- ❖ Pillows
- ❖ Writing Table with Chair
- ❖ Curtains
- ❖ Dining Tables with Chairs
- ❖ Water Cooler
- ❖ Fridge
- ❖ Sofa Sets with Centre Tables
- ❖ Gas Stove
- ❖ Cup Boards
- ❖ Bed Side Tables
- ❖ Five Nos. Televisions

#### **Note:**

1. Agency to provide Cable connections to all T,Vs, take reimbursement against producing the bills.
2. Agency to provide Newspapers, dailies, etc. as per the requirement and take reimbursement against producing the bills.
3. All routine maintenance, both electrical & civil including consumables viz. Bulbs, Tubes, cleaning material, etc. expect major repairing works, shall be carried out the agency.
4. Common maintenance charges, Electricity & Water charges shall be provided by BHEL.

**Chapter – IV TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)**

**4.1. For All types of works excepting works covered under sl no 8.2**

**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**

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 (presently 12.36 %) 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,**

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description, classification and value of taxable service provided and,**
- 4. 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)/CST 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 inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

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. Contractor will submit all the details of VAT/CST paid

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for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

#### **4.2 – 'Enabling Works'**

~~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. ( i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties )~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

#### **4.3 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.