

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
HEAVY WATER PLANT, BARODA

TENDER NO: **HWP/B/MECH/21-22/TS-929A**

Name of work

“Fabrication and supply of 15 MT capacity FRV-FRP tank for Caustic Lye.”

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GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
HEAVY WATER PLANT, BARODA

NOTICE INVITING TENDER

TENDER NO.: - HWP/B/MECH/21-22/TS-929A

- 1 General Manager, Heavy Water Plant, Baroda for and on behalf of the President of India, invites sealed quotations from approved and eligible contractors for:
“Fabrication and supply of 15 MT capacity FRV-FRP tank for Caustic Lye”
 - 1.1 The estimated cost of the work is ₹. 497000/- inclusive of GST. The bidder shall quote as per schedule of quantities & rates inclusive of Goods and Service Tax (GST) as applicable.
 - 1.2 The tenders will be issued to eligible contractors provided they produce proof of having sufficient relevant experience along with list of available tools, tackles, skilled manpower, and adequate facilities for the successful execution of the above mentioned jobs.
 - 1.3 Party must have executed similar works of ‘[Fabrication of FRP \(Fiberglass Reinforced Plastic\) tank/vessels / Pipes / fittings](#)’, during the last 7 years. Only those bidders shall be issued tender who have executed a single job of 80% of the tender value, or two jobs of 60% of the tender value or three jobs of 40% of the tender value in a financial year. Relevant copies of work orders and certificates for jobs carried out are to be submitted along with request for issue of tender.
2. The above job should be completed in all respect to the satisfaction of the department within a period of **45 Days from** the date of the commencement of work. The date of commencement of work shall be intimated by ‘Letter of Commencement’ separately.
- 3 Tender document for the above tenders can be obtained from Pay and Accounts Officer, Heavy Water Plant, P.O. Fertilizernagar, Dist. Baroda - 391750, on **payment of ₹ 500/--** (non refundable) on all working days from 04.04.2022, upto 13.04.2022 during 10:30 Hrs to 15:00 Hrs (for postal request, 100/- extra towards postage charges).
- 4 The sealed quotations must be subscribed with reference number, **Due date** and **Name of the work** written on the envelope for the subject mentioned jobs and should reach Pay and Accounts Officer, HWP - Baroda by 14:30 Hrs. on or before the due date for receipt i.e. 15.04.2022, which **shall be opened on the same day** at 15:00 hours in presence of the Tenderers. In case the date of receipt of opening is falling on public holiday, it shall be opened on the next working day at specified time. In case of postal request/ submission, HWP (B) will not be responsible for any postal delay.
- 5 **EMD:**
The Quotation must enclose Earnest Money Deposit of **₹ 9940/-in the form of [DD/Bankers Cheque/FDR issued by a scheduled bank](#)**. Offers received without EMD will be summarily rejected.

Earnest money given by all the Contractors (except the one who’s tender is accepted) shall be refunded after finalization of the tender on successful tenderer. EMD of successful bidder shall be returned after finalization of work order.

All the DD/FDR on account of EMD & Performance Guarantee have to be drawn in favor of **Pay & Accounts Officer, Heavy Water Plant BARODA, payable at Baroda.**
- 6 The latest Income Tax Certificate is also required to be submitted along with the quotation. Latest Income Tax clearance certificate shall be furnished along with the

quotation. Income Tax and TDS on GST as applicable shall be deducted from Bill at the prescribed rate.

Tenderer should submit following data failing which tender shall not be considered.

- (a) Solvency certificate of 40% of tender cost from scheduled bank.
- (b) Annual Turnover for the last 5 years. Average annual turnover for the last 3 financial years should be at least 50% of estimated value.
- (c) Profit & Loss Statement duly certified by C.A. Bidder should not have incurred any loss in more than two years during last 5 years of Profit Loss Statement ending 31st March 2021.
- (d) Goods and Services Tax Registration number.
- (e) Income Tax P.A.No.

7 **Performance Guarantee**

On receipt of the work order, contractor shall deposit a performance bank guarantee for an amount equivalent to 3% of the total amount quoted by the contractor by DD/FDR in favor of Pay & Accounts Officer, HWP (B).P.G. shall be released after successful completion of the work.

8 **Security deposit**

In the event of contract being awarded, Security Deposit will be deducted @2.5 % from final bill. Security deposit will be refunded after completion of warranty period from the date of issue of completion certificate for the work on satisfactory performance of service guarantee of 12 **Month**. In case of any defects noticed during the guarantee period, the contractor will be asked to rectify the defects within fifteen days, failing which the same will be rectified departmentally or otherwise at the risk and cost of the contractor.

9 **Warranty/Guarantee:**

Work carried out should be guaranteed for a **period of 12 Months** from the date of completion of work against the defective workmanship and/or defective raw materials, and defects if found will be rectified immediately by the contractor on intimation.

10 The Contractor should read the tender documents and specifications carefully. Contractor may visit the site and examine the working conditions and magnitude of job and he can hold discussions with HWP (B) Engineers for clarification before submitting the Tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

11 The Competent Authority of Heavy Water Plant (Baroda) is not bound to accept the lowest or any tender and reserve to himself the right to accept the whole or any part of the tender and the tenderers shall be bound to perform the same at the quoted rates and as per terms and conditions of the contract either partly/**or** whole.

Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

12 Conditional and incomplete quotations in any form/ respect are liable to be rejected without inscribing any further reasons/ correspondence. All tenders, in which any of the prescribed conditions are not fulfilled or found that the tender is not submitted in proper manner/ contains too many corrections/ absurd rates/ incomplete, are liable to be rejected.

13 No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department Of the Government of India is allowed to work as a contractor for a period of two years after his retirement from

"Government service, without the previous permission of the Government of India in writing, This contract is liable to be cancelled if either the contractor or any of his employees found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors services.

14 The quotation should be valid for acceptance for a minimum period of **120 days from the date of opening of tenders**. If the tenderer withdraws his tender within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall without prejudice to any other rights or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid or remedy, shall take necessary decision for completion of work.

15 This Notice Inviting Tender in original, including additional conditions well as Memorandum of item rate Tender for work with signature on each page shall be submitted along with the offer/ quotation.

These documents shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :

- a. Applicable minimum Rates of Wages at HWP (B).
- b. Technical specifications & drawings
- c. Schedule of Qty & Rates.
- d. AERB safety guide for works contract.
- e. General conditions of contract.
- f. Additional Terms and Conditions of the Tender.
- g. Memorandum of Item Rate tender for the works.

forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

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The rate quoted shall remain firm throughout the currency of the contract. The contractor shall quote the rate taking into account of present minimum wages as applicable on the date of submission and any escalation of minimum wages during the contract period.

Yours faithfully,

M. Giri
31-3-22
(MAHENDRA KUMAR GIRI)
GENERAL MANAGER
FOR AND ON BEHALF OF
PRESIDENT OF INDIA

**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
HEAVY WATER PLANT, BARODA**

MEMORANDUM OF ITEM RATE TENDER FOR WORKS

TENDER NO. : HWP/B/MECH/21-22/TS-929A

We hereby tender for the President of India, for the execution of work specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, design, drawings and instructions with such materials as are provided for, by and in all respects in accordance with, such conditions so far as applicable.

<u>MEMORANDUM</u>	
1 General description of work	Fabrication and supply of 15 MT capacity FRV-FRP tank for Caustic Lye.
2 Estimated Cost	₹ 4,97,000/- including (GST)
3 Earnest Money Deposit	₹ 9940/-
4 Security Deposit including earnest money	2.5 % of total work done.
5 Performance Guarantee	3 % of tendered value.
6 Time limit for completion of work	45 Days
7 Warrantee Period	12 Months from the date of completion of work and acceptance by HWP Baroda.

Should this tender be accepted in whole or in part, we hereby agree to abide by and fulfill all the terms and conditions/ provisions of the tender documents so far as applicable and to carry out such deviations as may be ordered, up to maximum of 25% at the rates quoted in the tender documents and those in excess of this limit at the rate to be determined in accordance with the provisions contained in the clause of the General Conditions of the contract.

If we fail to commence the work specified in the above memorandum, I/we agree that said President or his successor in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit mentioned above (4). To execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations in quantity as may be ordered, at the rates quoted in the tender document.

Date the _____ day of _____ 2022.

(Signature of the contractor)

NAME:

COMPANY STAMP:

ADDRESS:

WITNESS:

1

2

Signature

Name(_____)

Designation: _____

Address _____

: _____

Signature

Name(_____)

Designation: _____

Address _____

: _____

The above tender is hereby accepted by me for and on behalf of the President of India.

(MAHENDRA KUMAR GIRI)
GENERAL MANAGER

Date the _____ day of _____ 2022.

GENERAL INFORMATION AND ADDITIONAL CONDITIONS FOR PLANT SITE

- 1)** Heavy Water Plant (Baroda) is situated on National Highway No.8, near Chhani Village @ 7.5 kms. From Baroda Railway Station.
- 2)** The work is to be carried out inside the running plant area during specified working hours only.
- 3)** No persons shall be allowed to remain inside the plant area after office hours and during night hours, unless special permission is obtained from the department.
- 4)** The tenderer will have to make his own arrangements for transport of his men. Material and accommodation for his labour. No facility is available from Department in this regard.
- 5)** Contractor must keep one qualified and responsible Supervisor who will remain present at site all time when work is being carried out.
- 6)** Contractors and his labours should not carry inside any flammable material without Engineer's permission and smoking is strictly prohibited inside plant area.
- 7)** Wearing of all safety equipments, like safety belts, safety shoes, helmets, goggles, etc. is compulsory for all the labours working at site and this will be strictly adhered to. All the Workers, working at a height, will have to wear a safety belt.
- 8)** All necessary items, required for the work like scaffolding, tools, tackles, ropes, Pulleys, hand carts, etc. shall be arranged by the Contractor.
- 9)** For working in plant area, the work shall be permitted only after obtaining a safety work permit from Shift Incharge. The permit shall be renewed daily in mornings and at shift change. No work shall be permitted without safety permit in Plant area.
- 10)** Contractor shall be responsible for the labours employed by him and will have to adhere to all the provisions of Contract Labour Regulation Act in force from time to time and pay his labours the wages notified by Asstt. Labour Commissioner (central). He will have to obtain a labour licence in case he intends to employ more than 20 labours. He will also have to maintain all the registers like payment register, muster roll, wage card, etc. for the Inspecting Authority.
- 11)** Working hours shall be from 9.00 hours to 17.00 hours. Permission to work beyond 17.00 hours shall be allowed only in urgent necessity of work with prior permission of Engineer.
- 12)** All the scaffoldings shall be properly secured to ground and adjoining structures. All scaffolding planks shall be tied to members with a coir string. No loose planks shall be kept anywhere on the scaffolding.
- 13)** All the workers employed on the job shall be subject to security check, frisking at the Main Gate while entry and exit. Contractors should employ the Workers with known backgrounds only. All the security rules, procedures, entry permits, issue of photo passes, etc. shall be strictly followed by the Contractor.
- 14)** No female labours shall be employed to work in plant area at height.
- 15)** All the provisions prevailing labour laws shall be strictly followed, such as licence, minimum wages, overtime, leave insurance and provident fund, etc. All registers pertaining to above shall be kept in order at site for inspection by Labour Officer, any time during the course of the work.
- 16)** No labour below 18 years of age shall be employed on work.
- 17)** Proper size and nos. of asbestos cloth blankets shall be provided by the Contractor while carrying out welding work on structure to arrest falling sparks.

I have read and understood the above conditions prior to quoting the rates for this tender.

Signature of the Contractor.

ADDITIONAL TERMS & CONDITIONS OF THE TENDER

TENDER NO.:- HWP/B/MECH/21-22/TS-929A

The site of Heavy Water Plant, Baroda is located in the state of Gujarat, in the vicinity of Gujarat State Fertilizers Co. Ltd. and is approximately 7.5 kilometers from Vadodara railway station.

- 1 The tenderer should clearly indicate in his tender, available facilities, machines, tools and equipments with him details of similar jobs carried out elsewhere, availability of qualified personnel on his rolls and present jobs in hand.
- 2 The tenderer must give brief notes on working procedure, schedule indicating various activities along with quotations. The contractor shall schedule his work so as to avoid interference with the work of the Government.
- 3 The rates quoted shall be inclusive of GST and all other taxes and duties. The same shall be payable by the Contractor and the Govt. will not entertain any claim whatsoever in this respect.
- 4 No idle sitting charges for the manpower of the contractor shall be payable towards the tendered work.
- 5 The rates of each item should be quoted in figures as well as in words/ or amount tendered by them. The amount of each item shall be worked out and the required totals furnished on each page and carried over where necessary to arrive at the total cost of work for each part of the work envisaged in this tender.

If the amount of an item is not worked out by the contractor and if it does not correspond with the rate written either in figures or in words, then the rates quoted by the contractor shall be taken as correct and not the amount.
- 6 The quotation containing erasures/ alterations unless attested by the dated initials of the tenderer with office seals besides such corrections, also will not be considered
- 7 On acceptance of tender, the name of the authorized representative(s) of the Contractor shall be communicated to HWP (B). The authorized representative should be holding valid power of attorney for formal execution of agreement and who would also be responsible for taking instructions from HWP (B)
- 8 Successful bidder, who will be awarded the work, shall have to sign a formal agreement form as a token of acceptance of the work.
- 9 Contractor's engineer/supervisor shall entirely co-ordinate this work with HWP Baroda authorities through out the currency of the contract. The work shall be executed under contractor's engineer/supervisor's constant supervision.
- 10 **Security Procedure at HWP BARODA**
 - 10.1 Contractor shall deploy all skilled manpower to carry out this job. Before commencement of work all the manpower deployed by the contractor should complete the security procedure (i.e. completion of temporary photo pass form along with supportive documents of photo identity proof, residential proof or voter's identification card and Police Verification Certificate along with 3 photographs)

10.2 Contractor has to work in the normal working hours of the plant (i.e. from 09:00 hrs to 17:00 hrs). If the contractor is required to work beyond the normal working hours, contractor has to give the advance intimation in writing to security after duly signature of the section head and approved by General Manager. On Sundays / 2nd Monday / public holiday contractor is required to give the advance intimation in writing to security duly signed by the section head and approved by the General Manager.

11 **Duration & Completion:**

Since time is essence of the contract, successful bidder must ensure timely completion of job within stipulated time. Completion of job shall mean total completion of all the jobs listed in Schedule of Quantities, cleaning of area and final acceptance of the work by HWP Baroda engineer. The above job should be completed in all respect to the satisfaction of the department within a period of **45 Days from the date of commencement of the work.**

12 **Loss/ Damage**

The successful bidder shall take all the necessary precautions in safe transportation of the tank. He shall make good the losses for any damages occurred during transportation of the tank at his cost and department's decision in technical as well as financial aspect on this regard will be final and binding to the successful bidder.

13 **INDEMNITY BOND – NA**

14 **QUALITY SURVEILLANCE AND PROGRESS REPORTS:**

14.1 The contractor shall not sub contract whole or part of the work without the written consent of the Government. When permitted by the Government, the contractor shall be responsible for all the work of sub-contractor/s.

14.2 Quality surveillance and expediting relating to all aspects will be carried out by engineer or his authorized representative for which the contractor or his approved subcontractor shall allow access at all responsible times during execution of work, to the premises in which the work is being carried out, and to the drawings, tools, inspection gauges, instruments, testing equipments, etc. required for inspection and testing.

14.3 The contractor shall produce an inspection plan to the engineer's satisfaction and notify him sufficiently in advance when checkpoints on the plan are imminent to enable the engineer's representative to be present if he desires.

14.4 Inspection/ quality surveillance, modification of inspection procedure or acceptance of the work by the engineer or his representative shall not relieve the contractor from his responsibility of service, testing, delivery to site and erection in accordance with the requirements of this tender document.

14.5 The contractor shall furnish two (2) copies of progress report including a detailed schedule for the scope of work under this contract. The report shall be sent to the engineer every week starting from first week after commencement of work. It shall contain the following information.

- (i) Schedule dates for completing various stages of work pertaining to fabrication & Installation of material in scope.
- (ii) Actual progress in percentage and dates of completion of each of the items indicated in Schedule of Quantities & Rates.

In addition to above the contractor shall submit daily progress report in triplicate, indicating status of job to the Engineer-In-Charge of the work.

15 **Departmental Facility & Transport:**

15.1 **Site office:** NA

15.2 Power, water and air will be supplied by HWP-(B) to the successful bidder at the site of work at one location free of charge to the extent available. However, bidder shall indicate clearly the requirement of these facilities in quantum as well as in quantity. The successful bidder has to make arrangement for all further distribution in accordance with electrical/ safety regulations.

15.3 No lodging and/or boarding facilities will be provided either free or on chargeable basis by HWP Baroda and the successful bidder shall have to arrange the same for all his personnel/work force.

16 **Guarantee/Warrantee:**

Work carried out should be guaranteed for a **period of 12 months** from the date of completion of work against the defective workmanship and/or defective raw materials, and defects if found will be rectified immediately by the contractor on intimation.

17.1 Payment will be made against monthly RA bills/ Final bill and measurements recorded on Measurement Book based on the progress of the work. Number of bills will be limited to original contracted period in months in numbers.

17.2 Final bill will be made after completion of work, submission of documents, final acceptance by HWP (B) and material balance certificate of free issue material.

18 **Penalty:**

Delay in completion of the job beyond the stipulated time shall attract compensation/liquidated damages @ 1.5% per month of delay to be computed on per day basis subject to maximum of 10% of value to be decided by the Chief General Manager, Heavy water plant, Baroda at his discretion and the same is binding on the contractor. Any deviation proposed in the offer will make the offer invalid and stand rejected which may please be noted.

19 **Safety Precautions and House keeping:**

19.1 After successful completion of work by the successful bidder, he shall clear the site to the satisfaction of HWP Baroda authorities.

19.2 The contractor shall at all times keep the site free of rubbish, debris and surplus materials so as to render the place of work clean and safe for all personnel working in the area. After completion of the work he shall remove all rubbish and waste material resulting from his work and leave the site in a clean and finished condition. All scaffolding and temporary structures shall be removed as soon as the jobs for which they are intended are complete. Welding and other electrical cables shall be routed to allow safe traffic by all concerned. The erected equipment shall be kept clean by regular cleaning or protective methods. The contractor shall employ adequate house keeping staff for this purpose. The government has the right to stop work if the contractor fails to improve upon the house keeping after having been notified. If so required, the Government at contractor's expense will perform such work.

19.3 The contractor's personnel deploy for the work shall be given safety training by Safety Section, HWP-(B) prior to commencement of work.

The safety work permit is to be collected from Shift engineer before starting of the job. SWP should be renewed at the change of every shift, i.e. 06:00 hrs., 14:00 hrs., 22:00 hrs. till the job is over and shall be returned duly signed by the supervisor on completion of

the job. Collection of SWP and keeping these renewed is the responsibility of the contractor.

The contractor shall be responsible for the taking of all safety precautions during construction and on completion of the work and for leaving the site safe at all times and at the end of each working day. Also at all times when the work is temporarily suspended, the contractor shall protect all construction materials, equipment and facilities from causing damage or interfering with the properties and work of others. The contractor shall comply with all applicable provisions of the safety regulations, clean-up program and other precautionary measures, which the Engineer has in force at site. The contractor shall ensure that his personnel wear safety shoes, helmets, gloves and safety belts etc. as the requirement of the work or as advised by the Engineer in charge while executing work. Contractor is responsible for safety and security of his labour force/personnel and HWP will not be responsible for any accident or any injury caused to the contractors personnel. The contractor shall in his own interest take insurance for his personnel against injury both fatal and non-fatal. The contractor shall arrange insurance towards his manpower, material, tools and tackles against any accident, fire Larceny etc.

- 19.4 Wherever required temporary scaffolding and platforms are to be provided by the successful bidder. Successful bidder shall arrange their own materials like wooden planks, pipes, clamps, manila rope, and ladders etc. to make satisfactory and safe scaffolding and approaches wherever required for execution of the job and he shall execute the job with full safety of men as well as materials etc.

20 **Secrecy:**

With a view to safe guard the secrets and confidential information relating to the HWP Baroda, the bidder binds himself, his successors and assigns, to secrecy and contracts to bind to secrecy his officials, managers and technical and senior staff and all other staff directly or indirectly concerned in or who may have acquire information relating to the manufacture of Heavy Water Plant equipment and the bidder shall ensure (so far as lies in his power) that no third party has access to any such information. The drawings, specifications, prototypes, samples or any other correspondence / details /information provided by the Department relating to the tender or contract shall be kept confidential by the Contractor and should not be disclosed or passed on to any other person/firm without the prior written consent of the Purchaser. This clause shall apply to the sub-contractors, consultants, advisers or the employees engaged by the contractor.

21 **Other Conditions Of Contract:**

- 21.1 The contractor has to follow all the rules, regulations and provisions laid down under contract labour (Regulation & Abolition) Act 1970, Minimum Wages Act etc. The Contractor shall maintain registers under various labour Laws like wage registers, Muster rolls in respect of laborers including supervisors etc. engaged by them and working in this Plant. He will have to pay the minimum wages at Government specified Rates as applicable. The contractor shall ensure that he makes payment to his Laborers in presence of Department representative as per stipulations made under contract labour

(Regulation & Abolition) Act 1970. He shall intimate in advance to the Department representatives for the same. It is mandatory to submit copies of Muster Rolls, and payment registers to Labour-cum-welfare Officer / administrative Officer. Contractor shall submit a certificate that he has made payments to all staff engaged by him for the Job in this Plant and submit the same duly verified by Labour-cum-welfare Officer / administrative Officer along with RA Bills / Final Bill for releasing payment to him. The payment to the contractor is liable to be withheld on account of non-compliance of above requirements

21.2 Kindly furnish following data :

- (a) Solvency certificate of 40% of tender cost from scheduled bank.
- (b) Annual Turnover for the last 5 years. Average annual turnover for the last 3 financial years should be at least 50% of estimated value.
- (c) Profit & Loss Statement duly certified by C.A. Bidder should not have incurred any loss in more than two years during last 5 years of Profit Loss Statement ending 31st March 2019.
- (d) Goods and Services Tax Registration number -
- (e) Income Tax P.A.No.

21.3 General Conditions of contract of Heavy Water Plant (Baroda) and AERB Safety Guide shall be applicable.

21.4 In respect of all other matters not specially spelled out in the conditions mentioned above, the provisions contained in Part II of this tender specification and general conditions of contract or elsewhere in the tender shall be applicable and binding.

21.5 Queries/clarifications of a technical nature, if any, that may arise should be referred by the bidder by letter direct to the: General Manager, Heavy Water Plant (Baroda),PO: Fertilizernagar, 391 750, Dist: Baroda, Gujarat.