

**Government of India
Department of Atomic Energy
Heavy Water Plant, Baroda
P.O: Fertilizernagar
Vadodara – 391750**

TENDER NO. HWP/B/M/2021/TS-859/110E1B

NAME OF WORK: Procurement of raw material, fabrication, testing, inspection, packing, transportation and installation of 110E1B butanol condenser.

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भारत सरकार Government of India
परमाणु ऊर्जा विभाग Department of Atomic Energy
भारी पानी संयंत्र (बड़ौदा) Heavy Water Plant, Baroda
यांत्रिक अनुभाग Mechanical Section

ई-निविदा आमंत्रण NOTICE INVITING e-TENDER
e-TENDER NOTICE No. HWP/B/M/2021/TS-859/110E1B

भारत के राष्ट्रपति की ओर से महाप्रबंधक, भारी पानी संयंत्र, बड़ौदा द्वारा , परमाणु ऊर्जा विभाग, एनपीसीआईएल, एमईएस, एवं रेलवे की उचित सूची में शामिल एवं प्रतिष्ठित ठेकेदारों से, जिन्हें इस परिमाण के समान कार्य (इसके बाद परिभाषित) के निष्पादन का पर्याप्त अनुभव और क्षमता है, दो चरण प्रणाली में, ऑनलाइन मद दर निविदाएँ ई-टेंडरिंग मोड में आमंत्रित की जाती है।

Online item rate tenders in TWO Stage system are invited on behalf of the President of India by the General Manager, Heavy Water Plant, Baroda, through e-tendering mode from eligible contractors of DAE and those of appropriate list of NPCIL, M.E.S. and Railways and contractors of repute having adequate experience and capabilities to execute similar works (as defined here after) of such magnitude.

1. कार्य का संक्षिप्त विवरण Brief Details of work		
1.1	कार्य का नाम Name of work	Procurement of raw material, fabrication, testing, inspection, packing, transportation and installation of 110E1B butanol condenser. 110E1B ब्यूटेनॉल कंडेनसर के लिए रॉ माल की खरीद, निर्माण, परीक्षण, निरीक्षण, पैकिंग, परिवहन और स्थापना।
1.2	निविदा में दी गई अनुमानित लागत	₹ 9,86,000/- (जीएसटी सहित) यह अनुमान है, हालांकि, अनुमानित रूप में दिया जाता है। Rs. 9,86,000/- (Inclusive of GST) This estimate, however, is given merely as a rough guide.
1.3	बोली प्रतिभूति घोषणा पत्र Bid Securing Declaration Form	बोली प्रतिभूति घोषणा (विधिवत रूप से भरी हुई और बोली लगाने वाले द्वारा हस्ताक्षरित) Bid Securing Declaration (Duly filled in and signed by the bidder)
1.4	कार्य समाप्त होने की अवधि Completion period	कार्य निष्पादित करने के लिए दिया गया समय 45 दिन होगा। The time allowed for carrying out the work will be 45 Days.
1.5	निविदा प्रोसेसिंग शुल्क Tender processing fee	₹ 582/- (जीएसटी सहित) का भुगतान केवल इंटरनेट बैंकिंग/डेबिट कार्ड/क्रेडिट कार्ड (मास्टर/वीज़ा) द्वारा किया जा सकता है। ₹ 582/- (including GST). The payment can be made only through Internet banking / Debit card/Credit card (Master/Visa).
1.6	प्रतिभूति जमा Security Deposit	किये गये कुल कार्य का 2.5% 2.5% of total work done.
1.7	निष्पादन गारंटी Performance Guarantee	निविदा मूल्य का 3% 3% of tendered value.

1.8	निविदा ड्राइंग सहित निविदा दस्तावेज की उपलब्धता, देखने और डाउनलोड करने की तिथि। Dates of availability of Tender Documents for view and download including Tender Drawings if any.	www.tenderwizard.com/DAE वेबसाइट पर दिनांक 02/07/2021 (09.30 Hrs) से 12/07/2021 (23.00 Hrs) तक। विस्तृत एनआईटी देखने के लिए www.hwb.gov.in वेबसाइट पर भी उपलब्ध है। From 02/07/2021 (09.30 Hrs) to 12/07/2021 (23.00 Hrs) on website www.tenderwizard.com/DAE . Detailed NIT is also available on website www.hwb.gov.in for view only.
1.9	पूर्व-बोली वर्गीकरण Pre-bid clarification	पूर्व बोली पूछताछ के लिए ईमेल आईडी: vchatterjee@brd.hwb.gov.in , mm@brd.hwb.gov.in (यदि कोई प्रश्न है तो दिनांक 13/07/2021 को भापासं, बड़ौदा में बैठक आयोजित की जाएगी। queries if any, meeting will be conducted on 13/07/2021 at HWP, Baroda)
1.10	निविदाओं के आनलाइन प्रस्तुत करने की अंतिम तारीख एवं समय। समापन के आखरी तारीख एवं समय Last date and time of closing of online submission of tenders:	14/07/2021 (15.00 बजे Hrs).
1.11	ठेकेदार का प्रत्यय-पत्र प्रस्तुत करने की अंतिम तारीख (पात्रता मापदंड के प्रमाण हेतु हार्ड प्रति अर्थात् सत्यापित प्रतियां)। Last date for submission of contractor credentials (hard copies i.e. attested copies of certificates) for proof of eligibility criteria.	अनुरक्षण प्रबंधक, भारी पानी संयंत्र, बड़ौदा-391750 गुजरात के कार्यालय में दिनांक 14/07/2021 को 15:00 बजे तक या इसके पूर्व। On or before 14/07/2021 (15.00 Hrs.) in the office of Maintenance Manager, Heavy Water Plant (Baroda), at Fertilizer Nagar, Vadodara, Pin Code.391750, Gujarat State.
1.12	तकनीकी बोली (भाग-ए) आनलाइन खोलने की तारीख एवं समय Date and time of online opening of Technical Bid (Part A)	अनुरक्षण प्रबंधक, भारी पानी संयंत्र, बड़ौदा के कार्यालय में 14/07/2021 को 15:30 बजे। 14/07/2021 (15:30 hrs) in the office of Maintenance Manager, Heavy Water Plant (Baroda).
1.13	योग्य बोलीदाताओं की वित्तीय बोली (पार्ट बी) खोलने की तारीख। Date of opening of financial bids of qualified bidders (Part B)	तिथि बाद में सूचित की जाएगी। Will be notified at a later date
1.14	दोष दायित्व अवधि Defect liability period	अंतिम बिल के भुगतान की तारीख से 12 (बारह) माह 12 (twelve) months from date of payment of final bill.
1.15	निविदा की वैधता Validity of Tender	वित्तीय बोली खोलने की अंतिम तारीख से 120 दिनों तक । 120 days from the last date of opening of financial bid.

निविदा में भाग लेने के लिए प्रारंभिक पात्रता मानदंड : निम्नलिखित आवश्यकताएं पूरी करने वाले ठेकेदार ही आवेदन करने के पात्र होंगे । **Initial Eligibility criteria for participation in tendering:** Contractors who fulfill the following requirements shall ONLY be eligible to apply.

2.1 समान प्रकृति का कार्य के निष्पादन में अनुभव का प्रमाण : बोलीदाताओं की भारत में एक पंजीकृत फर्म होना चाहिए। संयुक्त उद्यमों और या कन्सोर्शियम स्वीकार्य नहीं हैं ।

Proof of having experience in execution of similar nature of works. Bidders should be a registered firm in India. Joint ventures and or Consortiums are not acceptable.

2.2 समान कार्यों का अनुभव Experience in similar works:

इच्छुक बोलीदाता बोली प्रस्तुत करने के लिए पात्र है, बशर्ते उनके पास उपयुक्त प्राधिकारी का निश्चित प्रमाण हो, जो पिछले सात वर्षों में नीचे दिए गए परिमाण के समान कार्य को संतोषपूर्वक पूरा किया हो, जो सक्षम प्राधिकारी की संतुष्टि के लिए होगा। समान कार्य निविदा के प्रस्तुत करने की अंतिम तिथि के पूर्व तक पूरी तरह पूर्ण किए गए हो। संतोषप्रद तरीके से पूरा किया हो : (क्लाइंट द्वारा कार्य के निष्पादन के प्रमाण पर आधारित) Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below in last seven years. The similar works shall be completed in all respects by previous day of last date of submission of tender. Should have satisfactorily completed (based on certification of performance by client of the works):

एक ही प्रकृति का कार्य निष्पादित करने का औसत मान ₹ 7,88,800/- से कम नहीं हो। One similar completed work of aggregate value not less than ₹ 7,88,800/- ✓

a) दो प्रकार के समान कार्य निष्पादित करने में प्रत्येक का मान ₹ 5,91,600/- से कम न हो । Two similar completed works, each value not less than ₹ 5,91,600/-

b) तीन प्रकार के समान कार्य निष्पादित करने में प्रत्येक का मान ₹ 3,94,400/- से कम न हो । संपन्न कार्य Three similar completed works, each value not less than ₹ 3,94,400/- ✓

समान प्रकृति के कार्य का आशय : हीट एक्सचेंजर फेब्रिकेशन ।

Similar work means: "Heat exchangers fabrication"

इस प्रयोजन हेतु कार्य की लागत से तात्पर्य पूरे किए गए कार्य का सकल मूल्य जिसमें सरकार/क्लाइंट द्वारा आपूर्ति की गई सामग्री जो निःशुल्क प्रदान की गई है, को छोड़कर लागत शामिल है । इसे कार्यकारी अभियंता / परियोजना प्रबंधक या समकक्ष या उससे उच्च श्रेणी के अधिकारी द्वारा प्रमाणित किया जाना चाहिए जिनका पूरा डाक पता, मोबाइल तथा टेलीफोन नंबर दिया जाए ।

For this purpose cost of work shall mean gross value of the completed work including cost of material supplied by the Government/ Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer /Project Manager or equivalent with complete postal address, their mobile & telephone numbers.

नोट Note: 1) निष्पादित किए गए कार्यों के मूल्य की गणना निविदाएं प्राप्त होने की अंतिम तिथि से कार्य पूर्ण होने की तिथि तक 7% प्रति वर्ष की साधारण दर से कार्य के वास्तविक मूल्य को बढ़ाकर वर्तमान लागत के स्तर तक लाया जाएगा ।

The value of executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from date of completion to the last date of receipt of applications for tenders.

2) पात्रता के लिए समान कार्य के मूल्य तक पहुंचने के दौरान समान कार्य की परिभाषा में उल्लेखित कार्यों के अलावा अन्य निष्पादित कार्यों के लिए घटकों के लागत की कटौती की जाएगी। बोलीदाता को इसके समर्थन में समान घटकों की लागत का प्रमाणित सार प्रस्तुत करना होगा । Cost of components of work executed other than those mentioned in definition of similar work shall be deducted while arriving at the value of similar work for eligibility. Bidder shall submit certified abstract of cost of similar components in support of this.

2.3 टर्नओवर Turnover:

बोलीदाता के पास पिछले लगातार 3 वित्तीय वर्षों के दौरान का कम से कम ₹ 4,93,000/- का औसत वार्षिक वित्तीय टर्नओवर होना चाहिए । इसकी विधिवत लेखा परीक्षा एक पंजीकृत चार्टर्ड एकाउंटेंट द्वारा की जानी चाहिए और सीए की ओर से प्रमाणपत्र की स्कैन प्रति अपलोड की जानी चाहिए। जिस वर्ष में कोई कारोबार नहीं दिखाया जाता है, उस पर भी औसतन कार्य के लिए विचार किया जाएगा । Bidder should have average annual financial turnover of at least ₹ 4,93,000/- during the immediate preceding 3 consecutive financial years. This should be duly audited by a registered Chartered Accountant and scanned copy of certificate from CA to be uploaded. Year in which no turnover is shown would also be considered for working out the average.

दिनांक 31.03.2021 को समाप्त पिछले 5 वर्षों की अवधि के दौरान दो वर्षों से अधिक (कर की कटौती के बाद) किसी भी प्रकार क्षति नहीं होना चाहिए । They should not have incurred any loss (after deduction of tax) in more than two years during last 5 years period ending with 31.03.2021.

2.4 शोधन क्षमता Solvency:

इच्छुक बोलीदाता के पास राष्ट्रीयकृत बैंक / अनुसूचित बैंक का ₹ 3,94,400/- की न्यूनतम मूल्य का बैंक सॉल्वेसी सर्टिफिकेट होना चाहिए जो निविदा खोलने की तारीख से एक वर्ष से अधिक पुराना नहीं हो । प्रमाण पत्र की एक प्रतिलिपि निविदा के साथ अपलोड एवं प्रस्तुत की हो । Intending bidder should have a Bank Solvency Certificate from a Nationalized Bank / Scheduled Bank for a minimum value of ₹ 3,94,400/- and should not be older than one year from the date of opening of tender. A copy of the Certificate should be uploaded and submitted along with the tender.

2.5 बोलीकर्ता के पास Bidder should have

- (क) निर्धारित समय में काम पूरा करने के लिए संयंत्र और मशीनरी, उपकरण, सहायक उपकरण तथा अन्य बुनियादी सुविधाएं हो
- (ख) आवश्यक तकनीकी स्टाफ।
- (ग) संबंधित विभागों द्वारा जारी किए गए वैध प्रमाणपत्र
- (घ) निष्पादन प्रमाण पत्र
- (ङ) WCT एवं GST पंजीकरण प्रमाण पत्र
- (च) पैन (स्थायी खाता संख्या)
- (छ) ईपीएफ एव ईएसआईसी पंजीयन होना चाहिए।
- (ज) वार्षिक कारोबार प्रमाणपत्र
- (झ) चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित लाभ और हानि विवरण

- (a) Plant & Machinery, equipments, accessories & other infrastructure facilities to complete the work in scheduled time.
- (b) Required Technical staff.
- (c) Valid certificates issued by concerned departments
- (d) Performance Certificates
- (e) WCT and GST registration certificate
- (f) PAN (Permanent Account Number)
- (g) EPF & ESIC registration
- (h) Annual Turnover Certificate for last three years.
- (i) Profit & Loss Statement duly certified by C.A.

2.6 पात्रता के लिए, बोलीदाताओं को नीचे दिया गया एक शपथ पत्र प्रस्तुत करना होगा :

To become eligible, the bidders shall have to furnish an affidavit as under:-

मैं / हम अंडरटेक एवं पुष्टि करते हैं कि पात्र समान काम करता है (हैं) / की गई वापस आधार पर वापस करने के लिए एक और ठेकेदार के माध्यम से क्रियान्वित नहीं मिला है। इसके अलावा अगर इस तरह के उल्लंघन विभाग के ध्यान में आता है, तो मैं / हम भविष्य में परमाणु ऊर्जा विभाग में बोली लगाने के लिए हमेशा के लिए वंचित किया जाएगा। इसके अलावा, अगर इस तरह के उल्लंघन काम की शुरुआत की तारीख से पहले विभाग के ध्यान में आता है, इंजीनियर-इन-चार्ज निष्पादन गारंटी की पूरी राशि अर्थदंड करने के लिए स्वतंत्र होगा। (स्कैन प्रतिलिपि बोली प्रस्तुत करने के समय पर अपलोड किया जा सकता है)।

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in DAE in future forever. Also, if such a Violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).

3. ई-टेंडरिंग: बोलीदाताओं के लिए निर्देश e-Tendering: Instructions for Bidders

3.1 निविदा दस्तावेज वेबसाइट पर उपलब्ध Tender document available on website:

योजनाओं, विनिर्देशों, निष्पादित किए जाने वाले विभिन्न प्रकार की मर्दों की मात्राओं की अनुसूची सहित निविदा दस्तावेजों तथा ठेके की नियम एवं शर्तों के सेट के अनुपालन के साथ अन्य आवश्यक दस्तावेजों को वेबसाइट

www.tenderwizard.com/DAE अथवा www.hwb.gov.in (केवल एनआईटी) पर से निःशुल्क देखा तथा डाउनलोड किया जा सकता है। The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/DAE or www.hwb.gov.in (NIT only) at free of cost.

3.1 ई-पोर्टल e- Portal

क) भापाबो / परमाणु ऊर्जा विभाग में ई-टेंडरिंग के लिए मेसर्स आईटीआई लिमिटेड को सेवाएं प्रदान की गई हैं सहायता डेस्क केंद्र, बी -1 / 5 ए, द्वितीय तल, मुख्य नजफगढ़ रोड़, जनकपुरी मेट्रो स्टेशन (पूर्व) के पास, जनकपुरी, नई दिल्ली-110058 फैंक्स सं.: 91-11-25618721, दूरभाष सं.: 011-49424365, ई-मेल: daehelpdesk@etenderwizard.com वेबसाइट www.tenderwizard.com/DAE के माध्यम से है।

The services for e-tendering in HWB/DAE is provided by M/s ITI Ltd., Tender wizard Help Desk Centre, B-1/5A, 2ndFloor, Main Nazafgarh Road Near Janakpuri Metro Station (East) Janakpuri, New Delhi-110058, Fax_No: 91-11-25618721, Ph_No: 011-49424365, e-mail: daehelpdesk@etenderwizard.com through the website www.tenderwizard.com/DAE.

ख) पंजीकृत ठेकेदार अपेक्षित शुल्क के भुगतान के बाद ही निविदाएं खरीद/डाउनलोड तथा भेज/अपलोड कर सकते हैं। जो ठेकेदार ऊपर उल्लेखित वेब साइट पर पंजीकृत नहीं हैं, पऊवि के साथ ई-टेंडरिंग हेतु पहले पंजीनय कराना आवश्यक है।

Registered contractors can only purchase/download & submit/upload tenders after paying requisite fees. Those contractors not registered on the web site mentioned above, are required to get registered beforehand for e-tendering with DAE.

ग) वेबसाइट www.tenderwizard.com/DAE पर एक्सेस करने के लिए आवेदकों को यूजर आईडी और पासवर्ड रखना अनिवार्य है। It is mandatory for the applicants to have user ID & password to get access to the website www.tenderwizard.com/DAE.

घ) ई-टेंडरिंग में भाग लेने के लिए सभी आवेदकों को किसी भी लाइसेंस प्रमाणन एजेंसी से क्लास -3 डिजिटल हस्ताक्षर प्रमाण पत्र प्राप्त करना अनिवार्य है। It is mandatory for all the applicants to have **class-III digital signature certificate** from any of the licensed Certifying Agency to participate in e-tendering.

ड) आवेदकों को सेवा प्रदाता, एम के साथ उनकी फर्म / कंपनी पंजीकृत करने के लिए है / एस आईटीआई यूजर आईडी और पासवर्ड के लिए लिमिटेड। / एस आईटीआई लिमिटेड और अन्य औपचारिकताओं को पूरा करने के रूप में उपरोक्त वेबसाइट में उल्लेख पंजीकरण एम के लिए एक वार्षिक पंजीकरण शुल्क का भुगतान करके किया जाएगा। - (080) 40482000 (9am शाम 6 - सोम शनि करने के लिए) rudresh.tenderwizard@gmail.com, निविदा सहायता डेस्क: सहायता के लिए / स्पष्टीकरण मोबाइल 09969395522, ई-मेल से संपर्क करें। The applicants have to get registered their firm / company with the service provider, M/s ITI Limited for user ID & password. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in the above website. For assistance/ clarifications please contact mobile 09969395522, e-mail: rudresh.tenderwizard@gmail.com, Tender Wizard Help Desk – (080) 40482000 (9am to 6pm – Mon to Sat), and 8000096726. e-mail: twhelpdesk636@gmail.com.

च) ऐसे आवेदक, जिन्होंने पहले ही भापाबो / परमाणु ऊर्जा विभाग के किसी भी अन्य परियोजना के लिए मेसर्स आईटीआई लिमिटेड से वैध यूजर आईडी और पासवर्ड प्राप्त कर लिया है, उन्हें वर्तमान निविदा में भाग लेने के लिए नए सिरे से यूजर आईडी और पासवर्ड प्राप्त करने की आवश्यकता नहीं है। The applicants, who have already obtained such valid user ID and password from M/s ITI Limited, for any other project of HWB/DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.

3.2 निविदा दस्तावेज दो हिस्सों में तैयार किया गया है। **Tender documents are prepared in two parts.**

भाग-एक (तकनीकी वाणिज्यिक बोली) Vol '1' (Techno commercial Bid) consists of

भाग Section I – ई-निविदा आमंत्रण सूचना Notice Inviting e-Tender,

भाग Section II to Section XII – निविदा भेजने का पत्र, अनुबंध फार्म, ज्ञापन, विशेष खण्ड एवम अनुबंध की शर्तें, मुख्य शासी सुविधाएं (अनुसूची 'ए' से 'एफ तक का प्रोफार्मा'), सामान्य नियम, एवं ठेके की शर्तें, ठेके के अनुच्छेद, सुरक्षा मैनुअल, श्रमिकों के लिए स्वास्थ्य और स्वच्छता की व्यवस्था के संरक्षण के लिए मॉडल नियम, ठेका श्रम नियम | Letter of Transmittal, Memorandum, Special Clauses and Conditions of Contract, Salient Governing features (Proforma of Schedules 'A' to 'F'), General Conditions of Contract, Tender Forms, Safety Code, Safety with Scaffoldings, Model Rules for Protection of health and sanitary arrangements for workers employed by DAE or it's contractors, DAE Contractors labour regulations, AERB Safety Guide Booklet.

भाग दो Vol '2' (वित्तीय बोली Financial bid) में अनुसूची 'बी' Consists of Schedule 'B' – अनुसूची की मात्रा Schedule of Quantities.

3.3 निविदा भागीदारी Tender Participation:

- (a) इच्छुक बोलीदाता को "निविदा आमंत्रण सूचना" की नियम एवं शर्तों को सावधानीपूर्व पढ़ना चाहिए। अगर वह स्वयं को पात्र मानता है और आवश्यक दस्तावेजों उनके पास है तो तभी उसे अपनी बोली प्रस्तुत करनी चाहिए। The intending bidder must read the terms and conditions of "NOTICE INVITING TENDER" carefully. **He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.**
- (b) निविदा में भाग लेने के लिए, संभावित निविदाकार को वेबसाइट : www.tenderwizard.com/DAE के होम पेज में अपने यूजर आईडी/पासवर्ड तथा श्रेणी III डिजिटल हस्ताक्षर प्रमाण पत्र के माध्यम से लॉगइन करने के बाद भाग ए के एक्सल फार्मेट – तकनीकी व्यावसायिक बोली, जिसमें तकनीकी-व्यावसायिक शीट, अनुलग्नक –ए, पूर्ण किए गए सामान कार्यों की सूची एवं वर्तमान में किए जा रहे कार्य तथा भाग बी – वित्तीय बोली, जिसमें अनुसूची-ए होगी, उसे डाउनलोड करना आवश्यक होगा। एक्सल दस्तावेज को निम्नानुसार डाउनलोड किया जा सकता है
- "UNAPPLIED" बटन पर क्लिक करें;
 - "REQUEST" आयकन (नीले रंग) पर क्लिक करें,
 - निविदा शुल्क डीडी विवरण भरें
 - निविदा प्रक्रिया शुल्क का भुगतान ऑन-लाइन करें
 - "SUBMIT" बटन पर क्लिक करें
 - "IN PROGRESS" बटन पर क्लिक करें
 - स्टेटस कॉलम में बोलीकर्ता निविदा को RECEIVED के रूप में पाएगा

- viii. बोलीकर्ता, निविदा दस्तावेज प्रस्तुत करने की अंतिम तारीख तक "EDIT ATTACHMENT" आयकन को क्लिक कर आवश्यक निविदा दस्तावेजों को कितने भी बार डाउनलोड कर सकेगा ।

To participate in the tender, Prospective Bidders are required to download the excel format of Part A – Techno-commercial Bid containing Technical Bid1, Technical Bid2 – Forms (Form 'A', Form 'B', Form 'C' & General data) and Part B-Financial Bid containing Schedule 'B' after Login in the Home page of the website www.tenderwizard.com/DAE with their User ID /Password & Class III Digital Signature Certificate.

Steps to download EXCEL documents are following:

- i. Click on "UNAPPLIED" button;
- ii. Click on "REQUEST" icon (blue colour),
- iii. Enter TENDER FEE DD Details.
- iv. Pay TENDER PROCESSING FEE online.
- v. Click on "SUBMIT" button.
- vi. Click on "IN PROGRESS" button.
- vii. In status column bidder will find the tender as RECEIVED.
- viii. Bidder will be able to download required Tender Documents by clicking "EDIT ATTACHMENT" icon for any number of times till last date of submission.

- (c) ऑनलाइन निविदा प्रक्रिया में भाग लेने के इच्छुक एजेंसियों को निविदा दस्तावेज (एक्सेल शीट्स) को ई-निविदा पोर्टल से डाउनलोड करने के लिए बिक्री / डाउनलोड अवधि के भीतर निविदा प्रोसेसिंग शुल्क का लागत के भुगतान का विवरण भरना आवश्यक है, अन्यथा उनके लिए निविदा अपलोड / जमा करना संभव नहीं होगा । The agencies interested to participate in online tendering process are required to fill up payment details towards cost of tender processing fees within sale / download period for downloading the tender document (excel sheets) from the e-tendering portal only, otherwise, it will not be possible for them to upload / submit the tender.
- (d) इच्छुक निविदाकर्ता, जो निविदा सूचना में दर्शाई अवधि के भीतर प्रस्तुत करने के लिए संपादन योग्य दस्तावेजों को डाउनलोड करने में असफल होते हैं वे आगे निविदा प्रक्रिया में भाग लेने हेतु सक्षम नहीं होंगे । Interested bidders who fail to download the editable documents for submission within the period indicated in tender notice will not be able to further participate in tender process.
- (e) वेब साइट www.tenderwizard.com/DAE पर भुगतान विवरण की पुष्टि के बिना निविदा दस्तावेज (एक्सेल शीट्स) डाउनलोड करना वैध नहीं होंगे और उन्हें सरसरी तौर से रूप निरस्त कर दिया जाएगा। इच्छुक बोलीदाताओं द्वारा प्रस्तुत ऑनलाइन बोली दस्तावेज केवल उन्हीं बोलीदाताओं के खोले जाएंगे, जिन्होंने मैसर्स आईटीआई लिमिटेड को ई-निविदा प्रोसेसिंग शुल्क जमा कर दिया है और अन्य दस्तावेज स्कैन और अपलोड किए गए हैं ।

Downloading the tender documents (excel sheets) without confirmation of payment details on web site www.tenderwizard.com/DAE shall not be valid and rejected summarily. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing fee with M/s ITI Limited and other documents scanned and uploaded are found in order.

3.4 प्रस्ताव प्रस्तुत करना Submission of offer:

- (a) एनआईटी में उल्लिखित तारीख और समय से पहले निर्धारित प्रारूप में निविदा ऑनलाइन प्रस्तुत करनी होगी। प्रस्तुत करने का कोई अन्य तरीका स्वीकार्य नहीं होगा।

The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.

- (b) प्रस्ताव दो भागों में हैं – भाग -1 (तकनीकी-वाणिज्यिक बोली) और भाग - II (वित्तीय बोली) संभावित बोलीदाताओं को एमएस एक्सेल की कार्यपुस्तिका को दो भागों की वर्कशीट्स को लोड करना होगा, डाटा को निरपराद रूप से एक्सेल दस्तावेजों / प्रारूपों में भरना और बिना उनका नाम बदले संपादित वर्कबुक को अपलोड करना होगा।

Offer consists of two parts Part – I (Techno-commercial Bid) and Part – II (Financial Bid). Prospective Bidders has to **down load MS Excel workbook** containing worksheets of both parts, invariably fill the Data in the Excel documents/formats and **edited workbooks uploaded without renaming them**

- (c) भरने की तरीका **Mode of filling:**

बोलीकर्ता को निम्नलिखित एसएस एक्सेल में भरना होगा

The Bidder is required to fill the MS Excel work Book containing the following:

I – भाग Part - 'A'

a) तकनीकी बोली-1 Technical Bid 1.

b) तकनीकी बोली-2(फार्म) Technical Bid 2 (Forms) containing

(i) सामान्य General Data

(ii) फार्म Form A - पिछले सात वर्षों के दौरान पूर्ण किए गए समान कार्यों की सूची
List of similar works completed during last seven years

(iii) फार्म Form B - वर्तमान कार्यों की सूची List of works in hand

(iv) फार्म Form C- कार्य के लिए प्रस्तावित मानवशक्ति तथा मशीनरी एवं नगदी प्रवाह विवरण
Manpower & Machinery proposed for the work & Cash Flow statement

II – भाग Part – “B”

अनुसूची Schedule - 'B' (वित्तीय बोली Financial Bid).

मूल्य बोली (अनुसूची) Price Bid (Schedule):

(i) ठेकेदार प्रत्येक मद की दर कोट करना सुनिश्चित करना चाहिए।

(ii) बोलीदाता केवल भारतीय रुपए में काम के लिए बोली लगाए।

(iii) अंकों में दर कोट करने के लिए कॉलम पीले रंग का दिखेगा और जैसे ही उसमें दर कोट की जाती है, वह आसमानी रंग का हो जाएगा।

- (iv) बोलीदाता को यह सुनिश्चित करना चाहिए कि अपलोड करने / जमा करने से पहले प्रत्येक मद की मात्रा सही तरह से संबंधित सेल में उपयुक्त रूप से भरी हो। इसलिए, यदि बोलीदाता द्वारा किसी भी सेल को रिक्त छोड़ दिया जाता है और कोई दर कोट नहीं की गई हो, तो बोली को अप्रक्रियशील मानते हुए विचार नहीं किया जायेगा।
- (v) बोली जमा करने के बाद, ठेकेदार संशोधित बोली को कई बार पुनः प्रस्तुत कर सकता है, लेकिन पिछली बार और बोली के रूप में अधिसूचित होने की तिथि से पहले।
- (vi) संशोधित बोली जमा करते समय, ठेकेदार एक या अधिक मदों की संख्या को एक से अधिक बार संशोधित कर सकता है, लेकिन पिछली बार और बोली प्रस्तुत करने की अधिसूचित तिथि से पूर्व।
- (vii) ठेकेदार बोली में कोट की गई दर का खुलासा नहीं करेगा और न ही पैरा 3.6 में उल्लिखित दस्तावेजों के साथ कोई भी हार्ड कॉपी संलग्न / प्रस्तुत करेगा।
- (i) Contractor must ensure to quote rate of each item.
- (ii) Bidder shall bid for work in Indian Rupees only.
- (iii) The column meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns **sky blue**.
- (iv) Bidder should ensure that the rates of all items shall be filled properly in relevant cells opposite to the Quantity of each item before uploading/ submission. Therefore, **if any cell is left blank and no rate is quoted by the bidder, rate/Value of such item shall be treated 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.**
- (v) After submission of bid, contractor can resubmit revised bid any number of times but before last time and date of submission of bid as notified.
- (vi) While submitting revised bid, contractor can revise the rate of one or more item(s) any number of times but before last time and date of submission of bid as notified.
- (vii) **Contractor shall not disclose rates quoted in price Bid nor shall enclose /submit any hard copy along the documents mentioned in Para 3.6.**
- (d) भाग I (सामान्य डाटा, फार्म ए फार्म बी और फार्म सी) की सभी वर्कशीट की प्रिंट प्रतियों में, प्रत्यक्ष रूप से हस्ताक्षरित करके उसे स्कैन करके और अनिवार्य दस्तावेजों के साथ अपलोड किया जाएगा। Print copies of all the worksheets of Part I (General Data, Form A, Form B and Form C), shall be signed physically, then scanned and uploaded as mandatory documents.
- (e) डाटा फार्मेट ए से एफ (निविदा दस्तावेज के भाग VII) को भर कर हस्ताक्षर, स्कैन कर अपलोड की जानी है। Data in Formats Form A to F (Section VII of – Tender Document) are to be filled, signed, scanned and uploaded.
- (f) पैरा 3.6 के तहत उल्लिखित दस्तावेजों की स्कैन प्रतियां भी अपलोड की जानी हैं। Scanned copies of documents mentioned under Para 3.6 are also to be uploaded
- (g) अनिवार्य दस्तावेज अपलोड करने के लिए लिंक बनाई गई हैं। बोली प्रस्तुत करने से पहले, बोलीदाताओं को निविदा के सामने अनिवार्य लिंक में दस्तावेज अपलोड करना है। अगर इन दस्तावेजों में से किसी के लिए कोई अनिवार्य लिंक उपलब्ध नहीं है, उसे अन्य दस्तावेज के रूप में अपलोड किया जाए। Links are created for uploading mandatory documents. Before submission of bids, bidders have to upload documents against each such mandatory links against subject tender. If no mandatory link is available for any of these documents, same shall be uploaded as other document.

- (h) केवल बोली आईटीआई लिमिटेड के पक्ष में प्रोसेसिंग शुल्क का ई-भुगतान के बाद प्रस्तुत किया जा सकता है और बोली प्रतिभूति घोषणा और दस्तावेजों को अपलोड करने के बाद प्रस्तुत किया जा सकता है। The bid can only be submitted after e-payment of Processing Fee in favour of ITI Limited and uploading the mandatory scanned documents such as Bid Securing Declaration and other documents as specified.
- (i) ठेकेदार अतिरिक्त समर्थित दस्तावेजों को जेपीजी प्रारूप और पीडीएफ प्रारूप में अपलोड कर सकते हैं। यदि फाइल का आकार 5एमबी से अधिक है तो उसे 5 एमबी की विभिन्न फाइलों में विभक्त कर अपलोड करें। प्रत्येक फाइलों का आकार 5 एमबी से अधिक न हो। Contractor can upload additional supporting documents in the form of JPG format and PDF format. In case file size is more than 5 MB, the file should be split up into files each of size not more than 5 MB.
- (j) बोली प्रतिभूति घोषणा एवं निविदा प्रोसेसिंग शुल्क को एकल सीलबंद लिफाफे में प्रस्तुत करने होगा उस पर शुल्क शुल्क (बोली प्रतिभूति घोषणा , निविदा प्रोसेसिंग शुल्क का दर) लिखना होगा। Bid Securing Declaration & Copy of e-payment receipt towards Tender Processing Fee shall be placed in single sealed envelope super scribed as "FEE (Bid Securing Declaration, and Cost of Tender Processing Fee)"
- (k) निविदा सूचना में दिए अनुसार सूचीबद्ध आदेश और कार्य अनुभव प्रमाण-पत्र की प्रतियाँ एवं अन्य दस्तावेजों को बोली प्रस्तुत करने के निर्धारित अवधि में स्कैन करके अपलोड करना होगा और प्रमाणित प्रति को अलग से सीलबंद लिफाफे में रखकर जिस पर "अन्य दस्तावेज" लिखा हो के रूप में प्रस्तुत करना होगा। Copies of Enlistment Order and certificate of work experience and other documents as specified in the detailed tender notice shall be scanned and uploaded to the e- Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".
- (l) उपरोक्त दोनों लिफाफे को एक अलग से लिफाफे में रखना होगा और उस पर कार्य का नाम, तारीख व समय एवं निविदा खोलने की तारीख लिखी हो और उ.अ.प्रबंधक (यांत्रिक), भारी पानी संयंत्र, बड़ौदा - 391750 को संबोधित होना चाहिए और यथा अधिसूचित तारीख एवं समय के पहले सुरक्षा अधिकारी, भापासं(बड़ौदा) के पास स्थित ड्राप बाक्स में डालना होगा Both the above mentioned envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders addressed to Dy. M.M. (M) , Heavy Water Plant, Baroda- 391750 and shall be dropped in the tender box placed at Security Office, HWP (Baroda) on or before last date and time of submission as notified.
- (m) ठेकेदार को 'निविदा वचनबद्ध' अपने मुद्रित लेटरहेड पर हस्ताक्षर करके , स्कैन करके तकनीकी बोली के साथ अपलोड करना होगा। उपरोक्त 'अन्य दस्तावेज' के साथ मूल दस्तावेज को प्रस्तुत करना होगा। Contractor shall sign the 'Tender Undertaking' printed on their Letter Head, scanned and upload with Technical Bid. Original submitted with "Other Documents" as above.
- (n) अपलोड किए गए फार्म में मांगी गई सभी सूचना फार्म में संबद्ध कॉलम के सामने दी जाए। यदि किसी कारण से सूचना पृथक शीट में दी गई हो तो उसे संबद्ध कॉलम में दर्शाया जाए। यदि कॉलम में कोई सूचना नहीं दी गई हो तो संबंधित कॉलम में 'शून्य' या 'कोई नहीं' की प्रविष्टि की जाए। यदि बोलीदाता के मामले में कोई भी विवरण /

पूछताछ लागू नहीं होता है, तो इसे "लागू नहीं" के रूप में दर्शाया जाए। बोलीदाताओं को चेतावनी दी गई है कि आवेदन पत्रों में मांगी गई पूरी सूचना नहीं देने पर या निर्धारित प्रपत्र में कोई स्पष्ट सूचना या कोई परिवर्तन करने या जानबुझकर सूचना को छिपाने के परिणामस्वरूप बोली को सरसरी तौर पर निरस्त किया जा सकता है। All information called for in the uploaded forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.

- (o) ऑनलाइन निविदा दस्तावेज के प्रस्तुत करने में किसी भी समस्या के मामले में, आवेदक 4.2 में उल्लेखित मोबाइल और ई-मेल पर हेल्प डेस्क से या उक्त वेबसाइट पर हेल्प मैनुअल और दी गई अन्य सूचना की सहायता ले सकता है। In case of any problem with the submission of the online tender document, the applicant may have the assistance of help desk on mobile and e-mail mentioned at 4.2 or uses the help manual and other information given on the said website.

3.5 स्कैन एवं अपलोड किए जाने वाले दस्तावेज

LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED.

(सभी स्कैन और अपलोड दस्तावेजों की प्रमाणित प्रतियां वास्तविक वित्तीय साधनों के साथ प्रस्तुत की जानी चाहिए।)

- 1) नवीनतम बैंक शोधन क्षमता प्रमाणपत्र और फार्म डी - धारा VII.
 - 2) फार्म 'ए' (धारा VII) के प्रारूप में पिछले 7 साल में पूरे किए गए समान काम की सूची (i) किस एजेंसी के लिए कार्य किया (ii) कार्य की लागत (iii) कार्य पूरा करने का निर्धारित तथा वास्तविक समय भी दर्शाएं।)
 - 3) फार्म 'बी' (धारा VII.) के प्रारूप में चल रहे कामों की सूची (i) एजेंसी (ii) कार्य की लागत (iii) कार्य पूरा करने का निर्धारित समय/वर्तमान स्थिति भी दर्शाएं।)
- 4) वैध प्रमाण पत्र:
- क) प्रत्यायन / पंजीकरण प्रमाण पत्र, यदि कोई हो
 - ख) कार्य अनुभव / कार्य-निष्पादन के प्रमाण पत्र
 - ग) डब्ल्यूसीटी पंजीकरण प्रमाणपत्र
 - घ) जीएसटी पंजीकरण प्रमाणपत्र
 - ङ) पैन (स्थायी खाता संख्या) पंजीकरण
 - च) लेबर लाइसेंस।
 - छ) कामगारों का ईपीएफ एवं बीमा
- 5) बोली प्रतिभूति घोषणा
 - 6) प्रोसेसिंग शुल्क की लागत के रूप में ई-भुगतान रसीद की प्रति।
 - 7) वचन देता हूँ कि पात्र समान कार्यों को एक के बाद एक के आधार पर किसी अन्य ठेकेदार से नहीं करवाया है। तकनीकी बोली के अनुसार निविदा वचन का हस्ताक्षरित पत्र।
 - 8) तकनीकी बोली में दर्शाए गए अनुसार निविदाओं की बिक्री बंद होने के बाद विभाग द्वारा जारी

प्री-बिड स्पष्टीकरण (यदि कोई)।

- 9) निविदा दस्तावेज के किसी भी भाग में निर्दिष्ट के अनुसार किसी अन्य दस्तावेज।
- 10) चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित लाभ और हानि विवरण।
- 11) पिछले तीन वर्षों का वार्षिक कारोबार प्रमाणपत्र।

नोट: मूल प्रमाण पत्र की स्कैन किए गए प्रतिलिपि अपलोड किया जा सके। बोली प्रतिभूति घोषणा / निविदा प्रोसेसिंग शुल्क और अन्य दस्तावेजों को स्कैन और निविदा जमा करने और मूल की अवधि के भीतर ई-निविदा वेबसाइट पर अपलोड 3.5 (एल) से ऊपर 3.5 (i) में निर्दिष्ट के रूप में जमा किया जाना चाहिए आगे की जानकारी यदि किसी भी विभाग द्वारा आवश्यक निविदाएं / तकनीकी बोली के उद्घाटन के बाद / दौरान प्रस्तुत किया जाएगा।

(Certified Copies of all the scanned and uploaded documents to be submitted along with Physical Financial Instruments)

- 1) Latest **Bank Solvency Certificate**.
- 2) List of **Similar Works** completed in last 7 years indicating i) Agency for whom executed ii) value of work, iii) Stipulated and actual time of completion.
- 3) List of **Works In Hand** indicating i) Agency ii) value of work, iii) stipulated time of completion/present position.
- 4) Valid Certificates of:
 - a. Accreditation /**Registration certificate**, if any
 - b. Certificates of Work Experience / **Performance Certificates**
 - c. Certificate of **Registration for WCT**
 - d. **GST Registration Certificate**
 - e. **PAN (Permanent Account Number) Registration**
 - f. **Labour License**.
 - g. **EPF & Insurance** for workmen
- 5) Bid securing Declaration form
- 6) Copy of e-payment receipt towards cost of **Processing Fee**.
- 7) **Undertaking** that the eligible similar work(s) have not been executed through another Contractor on back to back basis. Signed letter of tender undertaking as per Technical Bid.
- 8) Pre-bid clarifications if any issued by the Department after close of sale of tenders as indicated in the Technical Bid.
- 9) Any other Document as specified in any part of tender document.
- 10) Profit & Loss Statement duly certified by CA.
- 11) Annual Turnover Certificate for last 3 years.

Note: Scanned copy of original certificates to be uploaded. Bid Securing Declaration /Tender Processing Fee and other documents shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited as specified in 3.5(i) to 3.5(l) above. Further details if any required by the department shall be submitted during /after opening of tenders/ technical bid.

3.6 आवेदकों को सलाह दी जाती है कि निविदा दस्तावेजों के संबंध में समय-समय पर (बोली प्रस्तुत करने की समय सीमा तक) उपर दर्शाई गई वेबसाइटों को किसी भी अद्यतन या शुद्धिपत्र के लिए देखते रहें। ऐसा न करने पर यदि कोई

- अद्यतन / शुद्धिपत्र सहित विधिवत बोलियां प्रस्तुत न करने पर उससे संबंधी सभी देनदारियों से आवेदक दोषमुक्त नहीं होगा। प्रस्तुत की गई अपूर्ण बोली को अस्वीकृत किया जा सकता है। Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any **updates or corrigendum** in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the bids complete in all respect including updates/corrigendum thereof, if any. An incomplete bid submission may be liable for rejection.

3.7 निविदाकारों को सलाह दी जाती है कि उनके प्रस्ताव/ दस्तावेजों को **नियत तारीख और समय से पहले** अपलोड करें ताकि अंतिम समय में सर्वर पर अपलोड करने में जटिलताओं से बचा जा सके। दस्तावेज प्रस्तुत करने में या सर्वर और तकनीकी समस्याओं सहित किसी भी कारण दस्तावेजों को अपलोड करने में आने वाली किसी भी प्रकार की समस्या या किसी भी देरी के लिए भापाबो / भापासं (बड़ौदा) जिम्मेदार नहीं होगा। The tenderers are advised to **submit their offer / upload their documents well before the due date and time**, to avoid last minute rush on the server or complications in uploading. HWB/HWP, Baroda shall not be responsible for any delay in submission of documents or for any type of problem in uploading the documents for any reason including server and technical problems.

3.8 अपूर्ण एवं विलिंबित निविदाएँ **Incomplete and late Tenders:**

(क) निविदाकार, पैरा नं 2 एवं 3 में दर्शाए गए अनुसार या टेंडर नोटिस में दर्शाए गए समय एवं तिथि से पहले फीस और पात्रता मानदंड के रूप में मूल प्रमाण पत्र अन्य आवश्यकताओं की प्रतियां प्रस्तुत करने में विफल रहता है तो उनके प्रस्ताव को सरसरी तौर पर निरस्त कर दिया जाएगा और आगे कार्रवाई नहीं की जाएगी।

(ख) मूल रूप में प्रत्यय-पत्र और बोली प्रतिभूति घोषणा और शुल्क (निविदा प्रोसेसिंग शुल्क) देर से जमा करने पर विचार नहीं किया जाएगा।

(ग) कोई भी निविदाकार किसी वैध कारण के बिना प्रस्ताव को अपलोड करने के बाद मूल प्रमाणपत्र प्रस्तुत करने में दुबारा विफल रहता है, तो निविदाकार न्यूनतम एक वर्ष की अवधि के लिए भाग लेने से वंचित कर दिया जाएगा।

(घ) देरी या देर से प्राप्त प्रस्तावों को सरसरी तौर पर निरस्त कर दिया जाएगा। डाक विलंब के लिए विभाग जिम्मेदार नहीं होगा।

(a) The offer of tenderer who fails to submit originals of fee and copies of certificates as per the eligibility criterion and other requirements mentioned at Para No 2 and 3 on or before the time and date mentioned in the tender notice will be summarily rejected and will not be processed further.

(b) Delayed /late submission of credentials and fee (Tender Fee/Tender Processing Fee) and bid securing declaration in originals will not be entertained.

(c) If any tenderer repeats to fail in submission of originals after uploading the offer without any valid reason, the tenderer will be debarred from participation for a minimum period of one year.

(d) The Delayed or late offers will be summarily rejected. Department will not be responsible for Postal delays.

3.9 अवैध निविदाएँ **Invalid Tenders:**

प्रस्तुत की गई बोली अवैध होगी और बोली की लागत और ई-टेंडरिंग प्रोसेसिंग शुल्क वापस नहीं किया जाएगा, यदि:

(i) बोलीदाता को अयोग्य पाया जाता है।

(II) बोलीदाता सभी दस्तावेजों (अनिवार्य स्कैन किए गए दस्तावेजों, तकनीकी वाणिज्यिक बोली (भाग 'ए') और वित्तीय बोली (भाग 'बी'), जीएसटी के लिए पंजीकरण का प्रमाण पत्र, और बोली दस्तावेज में निर्दिष्ट अन्य दस्तावेज निर्धारित अवधि के भीतर अपलोड नहीं करता है।

(III) दस्तावेज ऑनलाइन बोली जमा करते समय अपलोड किए गए दस्तावेजों और निविदा खोलने प्राधिकरण के कार्यालय में वास्तविक रूप से हार्ड प्रतियां लिफाफे (शुल्क एवं अन्य दस्तावेजों) प्रस्तुत करने में कोई विसंगति पाई जाती है, किसी भी अन्य अधिकार या उपाय पर प्रतिकूल प्रभाव डाले बिना, कथित बयाना जमा के 50% तक का अर्थदंड करने के लिए सरकार स्वतंत्र है। इसके अलावा निविदाकार को इस काम की पुनः निविदा प्रक्रिया में भाग लेने की अनुमति नहीं दी जाएगी।

The bid submitted shall become invalid and cost of bid & e-Tendering processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (Mandatory scanned documents, Techno-Commercial bid (Part 'A') and Financial bid (Part 'B'), certificate of registration for GST and other documents as stipulated in the bid document within the prescribed period.
- (iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid online and hard copies as submitted in the envelopes (Fee & other documents) physically in the office of tender opening authority, and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

3.10 निविदाएं खोलना Opening of Tenders:

(a) मेसर्स आईटीआई लिमिटेड में ई-निविदा प्रोसेसिंग शुल्क और बयाना जमा कराने वाले तथा इच्छुक बोलीदाताओं द्वारा ऑनलाइन निविदा दस्तावेज प्रस्तुत करने पर और अन्य स्कैन और अपलोड दस्तावेजों को सही पाए जाने पर बोलीदाताओं के निविदा दस्तावेज को निर्धारित तिथि और समय पर खोला जाएगा।

Online tender documents submitted by intending bidders shall be opened on the specified date and time only of those bidders, who has deposited e-Tender Processing Fee with M/s ITI Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.

(b) भाग 'ए' खोलने के बाद निविदाकार की वित्तीय और तकनीकी क्षमता, समय और गुणवत्ता चेतना, ठेकेदारों द्वारा चलाए जा रहे कार्य स्थलों व कार्यालयों, कार्यों की प्रकृति, निविदाकारों की संगठनात्मक संरचना, कार्य पूरा करने हेतु आवश्यक संसाधन, आवश्यक बाहरी दावों और विवादों पर कंपनी का झुकाव, साइट योजना बनाने की क्षमता आदि और उनके टेक्नो वाणिज्यिक बोली संबंधित दस्तावेजों को कंपनी की प्रवृत्ति बनाने के संबंध में कंपनी का मूल्यांकन किया जाएगा। तदनुसार सक्षम प्राधिकारी द्वारा निविदाकारों योग्य/अयोग्य घोषित कर दिया जाएगा।

After opening of Part "A", Tenderer's Financial and technical capability, Time and quality consciousness, contractors ongoing/completed works, work sites & offices, nature of works executed, organizational structures of tenderers, resources required for execution of the job, tendency of the company with regard to making extraneous claims and disputes, site planning ability, tendency of the company to award the work on back to back/subletting etc. and their Techno commercial Bid related documents will be evaluated. Accordingly tenderers will be qualified/disqualified by the Competent Authority.

- c) बोलीदाताओं द्वारा किए गए कार्य का निरीक्षण : समान प्रकृति के सभी पात्र कार्य तथा बोलीदाताओं द्वारा प्रस्तुत किए गए कार्य का निरीक्षण समिति द्वारा किया जाएगा जिसमें ग्राहक भी शामिल हो सकते हैं या एनआईटी अनुमोदन प्राधिकारी द्वारा लिए गए निर्णय के अनुसार अन्य किसी प्राधिकरण द्वारा किया जाएगा। यदि निरीक्षण किया जाएगा तो इस निरीक्षण के आधार पर गुणवत्ता के अंक दिए जाएंगे।

Inspection of works done by Bidders: All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consist client or any other authority as decided by NIT approving authority. The marks for the quality shall be given based on this inspection, if inspection is carried out.

- d) भाग-ए' खोलने के बाद निविदा में किसी भी प्रकार का संशोधन करने की अनुमति नहीं दी जाएगी।
No modification in the tender shall be allowed after opening of Part "A".

(f) एनआईटी में दर्शाई गई योग्यता अर्हता प्राप्त करने के बाद और भाग-1 (तकनीकी बोली) में पात्रता मानदंड के मूल्यांकन के बाद उन बोलीकर्ताओं का भाग-बी (वित्तीय बोली) खोला जाएगा (तारीख अलग से अधिसूचित की जाएगी)। इसलिए बोलीदाताओं को भाग- I (तकनीकी बोली) में अपने दस्तावेजों के साथ अपेक्षित डाटा प्रस्तुत करना आवश्यक है। बोली खुलने के बाद ठेकेदार लॉग इन कर सकते हैं और बोली की स्थिति देख सकते हैं।

Part-B (Financial Bid) will be opened (Date to be notified separately) only of those bidders who qualify eligibility criterion mentioned in NIT and evaluation of Part-I (Technical Bid). Therefore bidders are required to submit the requisite data with documents in Part-I (Technical Bid) itself. Contractors can login and see the status of Bids after opening.

- 4 निविदा जमा करने से पहले सभी एनआईटी मानदंडों को पूरा करते हुए भावी एजेंसियों को स्वयं को संतुष्ट करना होगा। विभाग एनआईटी शर्तों को पूरा न करने वाली और / या प्रतिकूल रिपोर्ट वाली एजेंसियों की निविदा पर विचार न करने का अधिकार सुरक्षित रखता है। यह पाया जाता है कि निविदा उचित तरीके से प्रस्तुत नहीं की गई है, या बेतुका दर दिए गए हैं, तो सरकार यह निविदा की अनदेखी कर सकती है।

Prospective agencies shall satisfy themselves of fulfilling all the NIT criteria before submission of tender. Department reserves the right of non consideration of tender of the agencies not fulfilling the NIT stipulations and / or having adverse report. If it is found that the tender is not submitted in the proper manner, or contains absurd rates it will be open for the Government to ignore the tender.

- 5 बोली लगाने वाले या उसके एजेंट की ओर से नियोक्ता पर प्रभाव डालने या दबाव डालने के प्रयास से उनकी बोली अस्वीकृत होगी। निविदाओं के संबंध में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी प्रकार का प्रचार करना प्रतिबंधित है तथा प्रचार करने वाले वे ठेकेदार, जिन्होंने निविदा प्रस्तुत की है, उनकी निविदाएं निरसृत की जा सकती हैं।

Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

- 6 जिस ठेकेदार के कोई भी रिश्तेदार (ठेके के निष्पादन के लिए जिम्मेदार है) जो सहायक लेखा अधिकारी या अभियंता/वैज्ञानिक अधिकारी या वैज्ञानिक सहायक (दोनों मिलाकर) के पद पर कार्यरत हैं उन ठेकेदारों को निविदा प्रस्तुत करने की अनुमति नहीं दी जाएगी। भापासं, बड़ौदा / भापाबो या पऊवि की किसी भी यूनिट में राजपत्रित अधिकारी के नजदीकी संबंधी जो उनके साथ किसी हैसियत से कार्य करता है या बाद में उन्हें काम पर रखा गया हो, के नाम की सूचना देनी होगी। इस शर्त का उल्लंघन करने वाले ठेकेदार को इस विभाग के ठेकेदारों की अनुमोदित सूची से हटा दिया जाएगा।

- The contractor shall not be permitted to tender for works in HWP, Baroda in which his near relative (responsible for award and execution of contracts) is posted as Assistant Accounts Officer or as an officer in any capacity between the grades of Engineer/ Scientific Officer and Scientific Assistant (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in HWP, Baroda/HWB or in DAE. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 7 राजपत्रित पद या इंजीनियरिंग या भारत सरकार के एक इंजीनियरिंग विभाग में प्रशासनिक कर्तव्यों में कार्यरत अन्य राजपत्रित अधिकारी का कोई इंजीनियर, सरकारी सेवा से सेवानिवृत्त लेने के बाद एक वर्ष की अवधि के लिए एक ठेकेदार के रूप में काम करने के लिए अनुमति नहीं दी जाएगी। निविदा प्रस्तुत करने से पूर्व भारत सरकार से अनुमति नहीं ली है तो उनके ठेके का रद्द किया जा सकता है।
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 one year 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 nay of his employees is 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 contractor's service.
- 8 कार्यों के लिए निविदाओं की ऑनलाइन जमा के समाप्ति की अंतिम तिथि से 120 (एक सौ बीस) दिनों की अवधि के लिए स्वीकृति के लिए टेंडर खुला रहेगा/मान्य रहेगा। कोई निविदाकार उक्त अवधि या स्वीकृति पत्र जारी होने से पहले, जो पहले हो, या निविदा के निबंधनों एवं शर्तों में सुधार, जो विभाग को स्वीकार्य नहीं हैं, या किसी भी पूर्व अपेक्षित शुल्क का भुगतान करने से मना करना, या अनुस्मारकों के बाद भी पूर्वापेक्षित शुल्क का भुगतान नहीं करते हैं, या अनुस्मारक के बाद भी किसी अपेक्षित दस्तावेज प्रस्तुत नहीं करते हैं, तो सरकार किसी भी अन्य अधिकार या उपाय पर प्रतिकूल प्रभाव डाले बिना, निविदाकार को एक वर्ष की अवधि के लिए भारी पानी संयंत्र (बड़ौदा) के साथ किसी भी अनुबंध के लिए निविदा से अयोग्य घोषित करने के लिए स्वतंत्र है।
The tender for the works shall remain open/kept valid for acceptance for a period of 120 (One hundred and twenty) days from the last date of closing of online submission of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, or refuse to pay any pre-requisite fee, or do not pay any prerequisite fee with reminders, or do not submit any requisite document with reminders then the Government shall, without prejudice to any other right or remedy, be at liberty to disqualify the tenderer from bidding for any contract with HWP(Baroda) for a period of One Year.
- 9 यदि आवेदक द्वारा दी गई जानकारी एक बाद में मंच पर गलत पाया जाता है, वे निविदा / ऊपर हमेशा के लिए भविष्य में भापासं (बड़ौदा) / भापाबो में काम करता लेने से वंचित कर दिया करने के लिए उत्तरदायी होगा। इसके अलावा अगर इस तरह के उल्लंघन काम की शुरुआत से पहले विभाग के ध्यान में आता है, इंजीनियर-इन-चार्ज निष्पादन गारंटी की पूरी राशि अर्थदंड करने के लिए स्वतंत्र होगा। IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in HWP, Baroda/HWB in future forever. Also if such a violation comes to the notice of Department before start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Performance Guarantee.

10 विभाग के पास यह अधिकार होगा कि (क) ठेके की परिधि और मूल्य में संशोधन (ख) बिना किसी कारण बताए किसी या सभी आवेदन को अस्वीकार करने का अधिकार विभाग सुरक्षित रखता है।
The Department reserves the right, without being liable for any damages or obligation to inform the bidder to a) Amend the scope and value of contract. b) Accept/ Reject any or all the applications without assigning any reason thereof.

11 एक या अधिक मदों को जोड़ने अथवा हटाने का अधिकार ।

भापाबो / भापासं (बड़ौदा) को कार्य के करार से पहले या बाद में निविदा में एक या एक से अधिक मदें जोड़ने या हटाने का अधिकार होगा। संस्थान की नवीनतम आवश्यकताओं के अनुपालन में, स्थानीय विकास, नियंत्रण निकायों, साइट की स्थिति, मदों के निष्पादन में निश्चित बदलाव करने हेतु अधिपत्र जारी किया जा सकता है।

RIGHT TO OMIT OR ADD ONE OR MORE ITEMS:

The HWB/HWP, Baroda shall have the right to omit or add one or more items put in the tender either before or after an agreement for the work is entered into. In order to comply with the latest requirements of the Organization, local development, control bodies, site conditions, certain variations in the execution of items may be warranted.

12 सबसे कम या किसी अन्य निविदा स्वीकार करने के लिए, भारत के राष्ट्रपति की ओर से सक्षम प्राधिकारी बाध्य नहीं है, और बिना कारण दर्शाए किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं। सभी निविदाओं, जिसमें निर्धारित शर्तें पूरी नहीं हो रही हैं या अधूरी हैं या निविदाकार द्वारा बाद में सशर्त छूट सहित किन्हीं भी सशर्त निविदाओं को निरस्त कर दिया जाएगा।

The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

13 भारत के राष्ट्रपति की ओर से सक्षम प्राधिकारी, समग्र या निविदा के किसी भाग को स्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं और निविदाकार कोट की गई दरों पर ही इसका निष्पादन करने के लिए बाध्य होगा।

Competent authority on behalf of President of India reserves to himself the right of accepting the whole or only part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

14 स्थल का दौरा Site Visit:

(i) निविदाकार को कार्य एवं कार्य की प्रकृति एवं स्थान के बारे में स्वयं परिचित होना होगा और इस संबंध में किसी भी प्रकार के दावे पर विचार नहीं किया जाएगा।

The tenderer shall acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained for these issues.

(ii) इच्छुक निविदाकार को सलाह दी जाती है कि निविदा प्रस्तुत करने से पूर्व स्थल एवं इसके आसपास की प्रकृति के बारे में जांचे और कार्य का प्रकार तथा कार्य स्थिति (व्यावहारिक एवं जहां लागू हो) संयंत्र-स्थल पर पहुंचने के साधन से स्वयं संतुष्ट हों। आवास की आवश्यकता और सामान्य रूप से जोखिम, आकस्मिक व्यय और अन्य परिस्थितियां जो उनकी निविदा को प्रभावित कर सकती हैं, की आवश्यक जानकारी प्राप्त करें।

Intending Tenders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the work and working

conditions (so far as is practicable and applicable), the means of access to the site. The accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

(ii) निविदाकार को स्थल के बारे में पूर्ण जानकारी होनी चाहिए चाहे वे निरीक्षण करें या न करें और किसी भी गलतफहमी या अन्यथा के फलस्वरूप कोई अतिरिक्त शुल्क की अनुमति नहीं दी जाएगी।

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.

(iii) संविदा दस्तावेजों में विशेष रूप से प्रदान करने के लिए अनुबंध न किया हो तो, कार्य करने के लिए आवश्यक सभी सामग्री, उपकरण, प्लान्ट्स, पानी, बिजली का उपयोग, श्रमिकों के लिए सुविधाओं और अन्य सभी सेवाओं की व्यवस्था निविदाकार को अपनी लागत पर करनी होगी।

The tenderer shall be responsible for arranging and maintaining at their own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

(iv) निविदाकारों को निविदा जमा करने से पहले ध्यान से विनिर्देशों और ड्राइंग का अध्ययन करना होगा। ठेकेदारों को निविदा अनुसूचियों में विनिर्दिष्ट किए अनुसार आवश्यक सामग्री की खरीद करनी चाहिए। यदि किसी निविदाओं के बारे में स्थिति और अन्य संबंधित मामलों में अस्पष्टता होने पर, महाप्रबंधक, भापासं (बड़ौदा) द्वारा लिया गया निर्णय अंतिम और बाध्यकारी होगा।

The tenderers shall read the specifications and study the drawing carefully before submitting the tender. The contractors should procure required materials from the choice as per the specifications mentioned in the tender schedules. In case of ambiguity in regard to conditions and other related matters if any with the Tenders the decision taken by the GM, HWP, Baroda shall be final and binding.

15 स्थल का दौरा Plant Visit:

सुरक्षा कारणों से बोलीकर्ता (या) उनके प्राधिकृत प्रतिनिधि को बिना पूर्वानुमति के संयंत्र में प्रवेश नहीं दिया जाएगा। बोलीकर्ता को (संयंत्र दौरा/पूर्वबोली स्पष्टीकरण / तकनीकी बिड डालने या अन्य कोई दस्तावेज के लिए) उप अनुरक्षण, प्रबंधक (यांत्रिक), भारी पानी संयंत्र, बड़ौदा से न्यूनतम दो दिन पूर्व अग्रिम रूप से सूचित करना होगा और प्रवेश अनुमति प्राप्त करनी होगी और सांविधिक आवश्यकता के रूप में उन्हें प्रवेश से पूर्व सुरक्षा जांच पूरी करना होगी। अधिक जानकारी के लिए कार्यालयीन घंटों के दौरान कृपया 0265-2309239, 0265-2309255, 0265-2309260, 0265-2309249, फैक्स : 0265- 2242037 से संपर्क करें।

Due to the security reasons the bidder (or) their authorized representatives cannot be permitted inside the plant without prior permission. Those bidder(s) who want to enter inside the plant premises (For the purpose of site visit/Pre-Bid clarifications/to drop the Technical Bid and other documents) must intimate Maintenance Manger (Mech), HWP (B) at least 2 working days in advance (to the date of visit) and obtain entry permission and they should complete the security checkup before entry as a statutory requirement. For further information please contact 0265-2309239, 0265-2309255, 0265-2309260, 0265-2309249, Fax: 0265- 2242037 during office hours.

16 भापासं, बड़ौदा में कार्यों के निष्पादन के लिए लगाए गए श्रमिकों का आवश्यक शुल्क का भुगतान करते हुए पुलिस सत्यापन प्रमाण पत्र प्राप्त करना अनिवार्य है। जिन सफल बोलीदाता की निविदा स्वीकृत की गई है उन्हें अपने खर्च पर अपने इंजीनियर्स, पर्यवेक्षकों सहित सभी कर्मचारियों का पुलिस अधीक्षक, बड़ौदा जिला के माध्यम से समय-समय पर गुजरात सरकार द्वारा जारी निर्देशों के अनुसार पुलिस सत्यापन प्रमाणपत्र (पीवीसी) प्राप्त कर प्रस्तुत करना होगा। इस संयंत्र का राष्ट्रीय महत्व को देखते हुए, सफल बोलीकर्ताओं को ठेके की सामान्य शर्तों में दर्शाए गए के अलावा सुरक्षा उपायों को सुनिश्चित करना होगा। संयंत्र/कॉलोनी सुरक्षा कार्मिक तथा सीआईएसएफ द्वारा समय-समय पर दिए गए सभी अनुबंध और अनुदेशों का मानव तथा सामग्री के प्रवेश/निर्गम और कार्य के निष्पादन के दौरान भी सुरक्षा उद्देश्यों हेतु ईमानदारी से पालन करना होगा। इस पहलु हेतु अपेक्षित आवश्यक राशि को ठेकेदार द्वारा ध्यान में लिया जाए और तदनुसार कोट करें।

It is mandatory to obtain **Police verification certificates** in respect of labour engaged for execution of works in HWP, Baroda by paying requisite fee. The successful Bidder whose tender is accepted will be required to obtain and shall submit Police verification Certificate (PVC) of all the staff including Engineers, supervisors and labourers to be engaged for the work at his own cost, through the office of SP, Baroda by paying requisite fee at the rates in force from time to time as per the guidelines issued by the state Government of Gujarat. Keeping in view the national importance of this plant, the successful bidder shall ensure security measure besides whatever is mentioned in the General Conditions of contract. All stipulations and instructions given by Plant/Colony Security personnel and CISF from time to time shall be scrupulously followed for entry, exit of men and materials and as also during execution of work for security purpose. The necessary sums required to meet this aspect shall be considered by the contractor and should quote accordingly.

17 इस संविदा के संबंध में जीएसटी या सामग्री पर कोई अन्य कर ठेकेदार द्वारा देय होंगे और सरकार इस संबंध में किसी भी दावे पर विचार नहीं करेगी।

GST or any other Tax in respect of contract shall be payable by the contractor and government will not entertain any claim whatsoever in respect.

18 उद्धृत की गई दरों में मद को संतोषजनक रूप से पूरा करने के लिए आवश्यक सभी सामग्री, कर्मचारियों, उपकरण/यंत्र/मशीनरी शामिल होगी तथा इसमें प्रस्ताव जमा करने की अंतिम तिथि को लागू सभी करों, शुल्कों और लेवी जैसे श्रम उपकर, प्रभुत्व, कार्य संविदा कर और जीएसटी शामिल होगा। ठेकेदार द्वारा ईपीएफ एवं ईएसआई हेतु नियोक्ता के अंशदान की राशि को संबंधित प्राधिकारियों को भुगतान किया जाए तथा ठेकेदार इसके भुगतान से संबंधित प्रमाण को प्रभारी इंजीनियर के पास प्रत्येक माह प्रस्तुत करेगा। ठेकेदार द्वारा ईपीएफ एवं ईएसआई हेतु नियोक्ता के अंशदान के रूप में संबंधित प्राधिकारियों को भुगतान की गई राशि की प्रतिपूर्ति उसे इसके भुगतान से संबंधित दस्तावेजी प्रमाण प्रस्तुत करने पर की जाएगी।

The Rates quoted shall be inclusive of all material, men, equipment/ plant/machinery required for satisfactory completion of item in all respects and should be inclusive of all taxes, duties and levies like labour cess, seigniorage, works contract tax and GST etc. as applicable as on last date of submission of offer. Employer's contribution of EPF and ESI should be paid by the contractor to the respective authorities and an evidence of having deposited the same shall be submitted by the Contractor to Engineer-in-Charge every month. Employers contribution of EPF and ESI paid by the contractor to the respective authorities will be reimbursed on production of documentary proof.

19 कोट की गई दरों में अस्पष्टता Ambiguities in rates quoted.

- यदि ठेकेदार द्वारा शब्दों में तथा आंकड़ों में दी गई दरों के बीच या उनके द्वारा की गई गिनती में मतभेद होता है तो निम्नलिखित प्रक्रिया का पालन किया जाएगा। If there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed.
- बोली लगाने वाले केवल आंकड़ों में दर कोट करेंगे। शब्दों में दर, प्रत्येक मद की राशि और सकल स्वतः आएगा। अतः बोलीकर्ता द्वारा आंकड़ों में कोट की गई दर को सही माना जाएगा। The bidder shall quote rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct.
- प्रतिशत दर बोली के मामले में, आंकड़े में कोट किए गए प्रतिशत को सही माना जाएगा। In the case of percentage rate bid, the percentage quoted in figures shall be taken as correct.
- एकमुश्त ठेके में, आंकड़ों में कोट की गई राशि को सही माना जाएगा। In Lump Sum Contracts, the amount quoted in figures shall be taken as correct.

20 जिन ठेकेदार का प्रस्ताव स्वीकार किया गया है उन्हें अपने ठेके की सही पूर्णता के लिए अपेक्षित कार्य-निष्पादन गारंटी प्रस्तुत करनी होगी। निवेदित मूल्य के 3% की कार्य-निष्पादन गारंटी अनुसूचित बैंक द्वारा जारी डीडी/पे ऑर्डर/बैंकर्स चैक के रूप में भुगतान एवं लेखा अधिकारी, भापासं (बड़ौदा) के पक्ष में भारतीय स्टेट बैंक, भापासं, बड़ौदा केन्टोनमेंट शाखा में देय होगी, जिसमें विस्तारित अवधि यदि कोई हो शामिल है। आशय पत्र या विभाग द्वारा जारी आदेश में दर्शाए गए अनुसार अवधि के लिए वैध होगा। अगर ठेकेदार अनुसूची 'एफ' में दर्शाई अवधि विस्तारित अवधि, यदि कोई हो में, कथित निष्पादन गारंटी जमा करने में विफल रहता है, तो विभाग (भापासं, बड़ौदा / भापाबो) को किसी भी अन्य अधिकार या उपाय के प्रति पूर्वाग्रह के बिना ठेकेदार को बिना किसी नोटिस के बकाया राशि को पूरी तरह से और स्वचालित रूप से जब्त करने की स्वतंत्रता है। इसके अलावा यदि सफल निविदाकर्ता, निर्धारित समय के 1/8 वें अवधि के भीतर काम शुरू करने में विफल रहता है, तो भारत के राष्ट्रपति या उनके उत्तराधिकारियों को यह अधिकार है कि वे पूर्वाग्रह के बिना, निष्पादन गारंटी को अर्थदंड के रूप में पूरी तरह से को जब्त करने की स्वतंत्रता है। The tenderer whose offer is accepted is required to furnish Performance guarantee for the due fulfillment of his contract. **Performance Guarantee** shall be 3% of tendered value in the form of Demand Draft/Pay Orders/Banker's Cheque of a Scheduled Bank issued in favor of Pay & Accounts Officer, HWP (Baroda) drawn on SBI, HWP, Baroda cantonment Branch including the extended period if any, valid up to period as mentioned in LOI or Order issued by the Department. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the department (HWP, Baroda/HWB) shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and automatically without any notice to the contractor. Further if the successful tenderer, fails to commence work within 1/8th of the stipulated time, the President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

21 कार्य के निष्पादन के दौरान, रनिंग बिल के साथ-साथ अंतिम बिल से प्रतिभूति जमा काट ली जाएगी। किये गए कुल कार्य के @ 2.5% प्रतिभूति जमा होगी। प्रतिभूति जमा समग्र कार्य पूरा होने की वास्तविक तिथि के बाद 12 (बारह) माह की त्रुटि दायित्व अवधि, जिसमें ठेकेदार द्वारा अपने खर्च पर सभी त्रुटियां परिशोधन के संतोषजनक पूर्णता के बाद वापस की जाएगी।

During execution of work, **Security Deposit (SD) @ 2.5%** will be collected by deductions from Running Bills as well as final Bill. Security Deposit shall be of total work done. Security deposit will

be collected by deductions from the running bills as well as final bill of the contractor at the rate of 2.5% of bill value. The security deposit will be refunded only after the satisfactory completion of defect liability period of 12 (twelve) months after the actual date of completion of work as a whole wherein all the defects shall be rectified by the contractor at his own cost.

22 करार Agreement

• सफल बोलीदाताओं के साथ निर्धारित प्रपत्र में (अन्य दस्तावेज के साथ निविदा दस्तावेज) करार तैयार किया जाएगा और वेब साइट www.tenderwizard.com/DAE पर अपलोड किया जाएगा।

Agreement shall be drawn with the successful bidders in prescribed Form (Tender document along with other document) uploaded on the web site www.tenderwizard.com/DAE.

• बोलीदाता कथित निविदा की विभिन्न शर्तें एवं निबंधनों के अनुसार अपनी दर कोट करेंगे जो करार का एक भाग होगा।

Bidders shall quote their rates as per various terms and conditions of the said tender which will form part of the agreement.

• सभी संघटक भागों हेतु निविदाकार को निविदा दस्तावेज पर हस्ताक्षर करना अनिवार्य होगा।

It will be obligatory on the part of the tenderer to sign the tender document for all the component parts.

• ठेकेदार एवं भापासं(बड़ौदा) के बीच लिखित करार दोनों पार्टियों के अधिकार का आधार बनेगा तथा ठेका तब तक पूर्ण नहीं माना जाएगा जब तक पहले ठेकेदार द्वारा और बाद में भापाबो/भापासं, बड़ौदा के उचित प्राधिकृत अधिकारी द्वारा करार पर हस्ताक्षर न किया जाए।

The written agreement to be entered into between the contractor and the HWP, Baroda shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by the Contractor and then by the proper officer authorized by HWB/HWP, Baroda to enter into the contract on behalf of the HWB/HWP, Baroda.

23 प्राधिकृत प्रतिनिधि Authorized Representative:

निविदा की स्वीकृति पर, ठेकेदार के मान्यता प्राप्त प्रतिनिधि (ओं) जो प्रभारी अभियंता से निर्देश लेने के लिए जिम्मेदार हो, के नाम प्रभारी अभियंता को सूचित करना होगा। सफल निविदाकार को ठेकेदार द्वारा नियुक्त तकनीकी सहायक का नाम एवं अर्हता के साथ तकनीकी सहायक का इच्छा पत्र और ठेकेदार का नियुक्ति पत्र करार के समापन के समय प्रस्तुत करना होगा।

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated to the Engineer-In-charge. The successful tenderer will have to furnish the name and qualification of the Technical Assistants employed by the contractor together with the willingness letter of the technical assistant and appointment orders of the contractor at the time of the concluding agreement.

24 सफल बोलीदाता को काम दिए जाने के बाद, ठेकेदार को सक्षम प्राधिकारी के अनुमोदन के लिए समय-सीमा और नकदी प्रवाह (कैश फ्लो) का विवरण प्रस्तुत करना होगा, जो करार का भाग बनेगा। After award of work to the successful bidder, the contractor shall submit time schedule & cash flow statement for approval of competent authority which will form a part of agreement.

25 (i) काम के लिए साइट उपलब्ध है। The site for the work is available.

- (ii) सफल बोलीकर्ता को फैब्रिकेशन ड्रॉइंग तैयार करना होगा और कार्य हेतु प्रभारी अभियंता को अनुमोदन के लिए उचित समय में प्रस्तुत करना होगा और ड्रॉइंग के अनुमोदन के बाद ही फैब्रिकेशन कार्य प्रारंभ होगा। The successful bidder shall prepare and submit the fabrication drawings within reasonable time for approval of the Engineer-in-Charge for the work and the fabrication shall be commenced only after approval of the drawings.

26 ब्याज Interest:

लेखा के अंतिम समायोजन पर मिलने वाले बकाया पर ठेकेदार कोई ब्याज का दावा करने के हकदार नहीं होगा।
The contractor will not be entitled to claim any interest on arrears which he may be getting on the final settlement of accounts.

27 स्पष्टीकरण और शुद्धिपत्र Clarifications and Corrigendums:

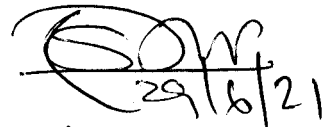
विभाग द्वारा वेबसाइट www.tenderwizard.com/DAE में एमएस वर्ड, एमएस एक्सेल, पीडीएफ, दस्तावेज में अपलोड किए गए स्पष्टीकरण, शुद्धि-पत्र को निविदाकार द्वारा संपादित या सुधार नहीं किया जाना चाहिए और उनके द्वारा अपलोड नहीं किया जाना चाहिए। यह दस्तावेज भी निविदा दस्तावेज का हिस्सा होंगे।
The clarifications, corrigendum's uploaded by the department in MS Word, MS excel, PDF, documents in website www.tenderwizard.com/DAE which should not be edited or corrected by bidders and not uploaded by them. These documents shall also be part of tender document.

- 28 निविदाकार द्वारा निविदा की प्रस्तुति का अर्थ होता है कि उन्होंने यह सूचना तथा सभी अन्य ठेका दस्तावेज पढ़े हैं और किए जाने वाले कार्य की परिधि और विनिर्देश तथा सरकार द्वारा जारी भंडारों, टूल्स एवं प्लांट, आदि की स्थिति और दरों से तथा कार्य के निष्पादन के अन्य घटकों से वह अवगत है।

Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.

29 यह निविदा आमंत्रण सूचना ठेका दस्तावेज का भाग बनेगा। स्वीकारकर्ता प्राधिकारी द्वारा उनकी निविदा के स्वीकार पर सफल निविदाकार/ठेकेदार को कार्य प्रारंभ की निर्धारित तिथि से 15 दिन में, निविदा आमंत्रण सूचना सहित सामान्य नियम और निर्देशों सहित ठेके की शर्तें, ठेके की सामान्य शर्तों के मानक फार्म, ठेके के खंड, अतिरिक्त शर्तें, विनिर्देश और ड्राइंग (यदि कोई), शिड्यूल का प्रोफार्मा, संरक्षा कोड, मोडल नियम, ठेकेदार श्रमिक विनियम, रजिस्ट्रों के प्रोफार्मा, निविदाकारों के विशेष अनुदेश, फार्म्स, सूचना एवं बोलीकर्ताओं हेतु अनुदेश, स्पष्टीकरण तथा वेबसाइट www.tenderwizard.com/DAE पर पोस्ट किए सभी दस्तावेज और निविदा आमंत्रण के समय अपलोड एनआईटी में दर्शाए गए अन्य दस्तावेज, बोली प्रस्तुत करते समय ऑनलाइन कोट की गई दरें और उसका स्वीकार तथा अपलोड/प्रस्तुत किए सभी दस्तावेज के साथ अन्य पत्राचार और इस निविदा से संबंधित लागू अन्य संगत दस्तावेज पर हस्ताक्षर करने होंगे।

This Notice Inviting Tender 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 Notice inviting tender, Conditions of contract including General rules and directions, Standard form of General conditions of contract, clauses of contract, special clauses, additional conditions, specifications and drawings (if any), Performa of schedules, safety code, Model rules, contractors labour regulations, Performa of registers, special instructions to tenderers, forms, information and instructions for bidders, clarifications, corrigendums and all the documents posted on the website www.tenderwizard.com/DAE and other documents as mentioned in the NIT as uploaded at the time of invitation of tender, and the rates quoted online at the time of submission of bid and acceptance thereof and other documents uploaded/ submitted and acceptance thereof together with any correspondence leading there to and all relevant documents related to this tender as applicable.



(एच. के. सक्सेना H.K. SAXENA)

महाप्रबंधक General Manager,

भारी पानी संयंत्र, बड़ौदा Heavy Water Plant, Baroda

भारत के राष्ट्रपति के लिए और उनकी ओर से

For and on behalf of The President of India


22/6/2021

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

ITEM RATE TENDER FOR WORK

TENDER NOTICE NO. HWP/B/M/2021/TS-859/110E1B

I/WE, HEREBY TENDER FOR THE EXECUTION FOR THE PRESIDENT OF INDIA FOR THE WORK SPECIFIED IN THE UNDERWRITTEN MEMORANDUM WITHIN THE TIME SCHEDULED IN SUCH MEMORANDUM AT THE RATES SPECIFIED THEREIN AND IN ACCORDANCE IN ALL RESPECTS WITH THE SPECIFICATIONS, DESIGNS, DRAWINGS AND INSTRUCTIONS WITH SUCH MATERIAL AS ARE PROVIDED FOR, BY AND IN ALL OTHER RESPECTS IN ACCORDANCE WITH SUCH CONDITIONS SO FAR AS APPLICABLE.

MEMORANDUM

- (A) GENERAL DESCRIPTION OF WORK : **Procurement of raw material, fabrication, testing, inspection, packing, transportation and installation of 110E1B butanol condenser**
- (B) ESTIMATED COST : **₹ 9,86,000/-**
- (C) EARNEST MONEY : **Bid Securing declaration form with Sign & Seal**
- (D) SECURITY DEPOSIT : **2.5% of total work done.**
- (E) PERFORMANCE GUARANTEE : **3% of tendered value**
- (F) TIME LIMIT FOR COMPLETION : **45 Days (forty five days)**
- (G) PERIOD OF MAINTENANCE : **12 (TWELVE) MONTHS FROM THE DATE OF COMPLETION, AS CERTIFIED.**

SHOULD THIS TENDER BE ACCEPTED IN WHOLE OR IN PART, I/WE HEREBY AGREE (i) TO ABIDE BY AND FULFILL ALL THE TERMS AND PROVISIONS OF THE SAID CONDITIONS ANNEXED HERETO AND ALL THE TERMS AND PROVISIONS CONTAINED IN NOTICE INVITING TENDERS SO FAR AS APPLICABLE AND/OR IN DEFAULT THEREOF TO FOREFEIT AND PAY TO THE PRESIDENT OF INDIA OR HIS SUCCESSORS IN OFFICE THE SUM OF MONEY MENTIONED IN THE SAID CONDITION. IF I/WE AGREE TO COMMENCE THE WORK SPECIFIED IN THE ABOVE MEMORANDUM, I/WE AGREE THAT THE SAID PRESIDENT OR HIS SUCCESSORS IN OFFICE,

SHALL WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY BE AT LIBERTY TO DISQUALIFY THE TENDERER FROM BIDDING FOR ANY CONTRACT WITH HWP (BARODA) FOR A PERIOD OF ONE YEAR. UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO THEREIN AND TO CARRY OUT SUCH DEVIATIONS AS MAY BE ORDERED UPTO MAXIMUM OF TWENTY-FIVE PERCENT AT THE RATES QUOTED IN THE TENDER DOCUMENT UPTO 25 PERCENT AND THOSE IN EXCESS OF THAT LIMIT AT THE RATES TO BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN CLAUSE 2(a) OF THE GENERAL CONDITIONS OF CONTRACT.

DATED THE DAY OF

SIGNATURE OF THE CONTRACTOR

WITNESS :
SIGNATURE :
ADDRESS :
OCCUPATION :

NAME :
ADDRESS :
TELE. NO. :

THE ABOVE TENDER IS HEREBY ACCEPTED BY ME ON BEHALF OF THE PRESIDENT OF INDIA.

DATED THE DAY OF

GENERAL MANAGER
(SIGNATURE OF THE OFFICER)

Applicable Minimum Rate of Wages at HWP-(B)

भारत सरकार
परमाणु ऊर्जा विभाग
भारी पानी संयंत्र (बड़ौदा)



Ref : भा.मा.सं(क)/ प्रशासन/ 1566

आंक : फाटिनाइजनमगर,
जिला : बड़ौदा.

दिनांक : 18.11.2020

परिपत्र

Ministry of Labour & Employment, Government of India vide circular No. AH/3/MVA/2020 dated 14.10.2020 the minimum rates of wages applicable in Heavy Water Plant, Baroda in respect of the contractor labourers working in the plant w.e.f. 01.10.2020 to 31.03.2021 are as under :

CATEGORY OF WORKER	Rates for Construction, Maint. Sewerage pipe lines & other works etc	Rates for Loading and Unloading Operations, Sweeping & Cleaning employees
	AREA - (B) BARODA. BASIC + V.D.A. = TOTAL (Rs.)	AREA - (B) BARODA. BASIC + V.D.A. = TOTAL (Rs.)
UNSKILLED	Rs.437/- + Rs.97/- = Rs.534/-	Rs.437/- + Rs.97/- = Rs.534/-
SEMI SKILLED / UNSKILLED SUPERVISORY	Rs.494/- + Rs.109/- = Rs.603/-	
SKILLED / CLERICAL	Rs.579/- + Rs.128/- = Rs.707/-	
HIGHLY SKILLED	Rs.637/- + Rs.140/- = Rs.777/-	

2. Workers employed on "High Rise Structures" that is on or above 30 feet height, even for one hour in a day, shall be paid 20 percent extra wages of the minimum wages for the appropriate category.

3. This is for information and implementation.

श्री. एम. एस. जोशी
(श्री. एम. एस. जोशी)
प्रशासन अधिकारी-III

All Head of Sections
All Notice Boards.

C.C.: General Manager, HWP, Baroda

Dy. General Manager, HWP, Baroda.

P&AO, HWP, Baroda.

महासचिव, डीपीकेएस, भा.मा.सं. (बड़ौदा)

D:\ADMIN_ACS_SOURCE_BACKUP_STORAGE\LCWO-2012\Circular Labour Rates

Worker is to be paid at the rate as applicable on the date as mentioned in the circular in force at the time of payment.
Hours of Work: Eight hours per day and 48 hours per week inclusive of ½ hr. lunch break daily.
Wage Period : Monthly.

Dates of payment of Wages:

1. Monthly wages : by 7 th day of following month

2. Unpaid wages : by 25 the day of every month.

Name and addresses of inspectors having jurisdiction:

1 Regional Labour Commissioner (Central)
New Mental Compound, Block No. 8-14, Meghani Nagar Road, Asarwa,
Ahmedabad Pin 380 016

2 Assistant Labour Commissioner (Central)
Office of ALC, 5, Dhayber Society, Near Baroda High School,
Bagi Khana Road, Vadodara

3 Labour Enforcement Officer
Office of ALC, 5, Dhayber Society, Near Baroda High School,
Bagi Khana Road, Vadodara

3.1 SECURITY DEPOSIT / GUARANTEE

(To be used by approved scheduled banks)

B.G. No. _____ dated _____

In consideration of the Heavy Water Plant (Baroda), Department of Atomic Energy, Government of India (hereinafter called the owner which expression shall unless repugnant to the subject or context includes its successors and assigns having agreed to exempt M/s. _____ (hereinafter called "the said Contractor(s)" which expression successors and assigns) from the demand under the terms and conditions of Letter of Intent No. _____ dated _____ issued in favour of Contractor and agreement No. _____ dated _____ made to be entered into between Heavy Water Plant (Baroda) and M/s. _____ for _____ hereinafter called "the said Letter of Intent" "Agreement") of cash security deposit for the due fulfillment by the said Contractor (S) of the terms and conditions contained in the said Letter of Intent / Agreement, on production of Bank Guarantee for ` _____ (Rupees _____ only) we _____ Bank (hereinafter referred to as the "Bank") do hereby undertake to pay without demur to the owner an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the owner by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Letter of Intent/Agreement. (The decision of the owner as to any such breach having been committed and loss suffered shall be binding on us).

We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the owner by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the said Contractor(s) failure to perform the said Letter of Intent / Agreement. Any such demand made on the Bank shall be exclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted an amount not exceeding ` _____ We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Letter of Intent / Agreement and that it shall continue to be enforceable till all the dues of the owner have been fully paid and its claims satisfied on discharged the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge the guarantee.

We _____ Bank further agree with the owner that the owner shall have the fullest authority without our consent and without affecting in any manner our

obligations hereunder to / vary say of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the persons exercisable by the Company against the Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent / Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the owner or any indulgence by the owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. Notwithstanding anything contained hereinbefore, our liability shall not _____ (Rupees _____ only) and expire on _____ 20 _____ unless a demand or claim under this guarantee is made on us within _____ months from the date of expiry, we shall be discharged from all the liability under this guarantee.

We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____ 20 _____

for _____ Bank _____

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.
- 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, helmets, goggles, etc. is compulsory for all the labours working at site and this will be strictly adhered to.
- 8 All necessary items, required for the work like scaffolding, tools, tackles, ropes, Pulleys, hand carts, etc. shall be arranged by the Contractor.
- 9 Conditional tenders are liable to be rejected.
- 10 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.
- 11 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.
- 12 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.

- 13 No workman shall be allowed to work inside the plant area without a safety helmet. All the Workers, working at a height, will have to wear a safety belt.
- 14 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.
- 15 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.
- 16 No female labours shall be employed to work in plant area at height.
- 17 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.
- 18 No labour below 18 years of age shall be employed on work.
- 19 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.
- 20 SMOKING is strictly prohibited in the plant area.
- 21 Contractor shall inspect the site of work and get himself well acquainted with the scope of work, site conditions, etc.

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

Signature of the Contractor.

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

PO : Fertilizernagar,
Dist.:Baroda391750

**PART-I
SPECIAL CONDITIONS OF CONTRACT**

1. GENERAL

- 1.1 Complete documents forming the contract are to be taken as mutually explanatory. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires. Words implying 'persons' shall include relevant 'corporate companies' or 'registered association, 'body individuals' or 'firm of partnership' as the case may be.
- 1.2 Notwithstanding the clause 1A of Conditions of Contract, the Security Deposit to be retained with the Department.

2. INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, drawings and any other documents forming part of this contract wherever the context so requires.
- 2.2 In case of discrepancy in the drawings, specifications and schedule of quantities the matter shall be brought by the Contractor to the notice of the Engineer-in-Charge. Following order of preference shall be observed for various documents of the contract:
- i) Schedule of Quantities.
 - ii) Technical Specifications.
 - iii) Special Conditions of Contract
 - iv) General Conditions of Contract.

3. CONTRACTOR TO EMPLOY QUALIFIED ENGINEER

The contractor shall employ a qualified Engineer to supervise and execute the work.

4. DRAWINGS

All drawings and specifications will be provided at the time execution of the job and will be the property of the Department of Atomic Energy, Government of India. No exploitations or transfer of any information contained herein is permitted in the absence of an agreement with the Department of Atomic Energy neither the tender document nor any information contained in it shall be used for any purpose other than for drawings/specifications are to be returned to the Engineer on completion of the work.

5. SITE ESTABLISHMENT

The contractor shall be allotted an open area for his Site Office, Stores, etc. at a location to be approved by the Engineer. Space for contractor's labour camp will not be provided. The contractor after the completion of the work shall dismantle all these temporary works if directed by the Engineer and clear the Site completely at his own cost.

6. COORDINATION WITH OTHER AGENCIES

While the work under any schedule is in progress, the work under the other schedule will also progress simultaneously. Also other Agencies like Electrical, Civil & Instrument agency will work simultaneously during the progress of work covered under any schedule or other Contractors. The contractor shall carry out work in co-ordination with other Agencies.

7. SPECIFICATIONS

In the absence of specifications for any work or material, relevant Indian Standard specifications shall be applicable.

8. ISSUE OF MATERIAL :

The material to be issued by the Engineer to the contractor for work as mentioned in the list of material as in Schedule 'A' of 'General Terms and Conditions of Contract' shall be issued on his written requisition in advance and should be used by the Contractor economically. The Contractor shall have to submit periodically an account of such material to the Engineer as directed by him.

9. ELECTRIC POWER SUPPLY

- 6.1 Electric power supply shall be made available free of cost at 440 volts, 3 phase, 4 wire 50 C/S to the contractor at one point. Further distribution, installation of switches boards, etc. shall be arranged by the Contractor at his own cost. He shall arrange to install a tested ELCB for drawing power.
- 6.2 HWP (Baroda) does not guarantee the regular supply of electricity and no compensation for any failure or short supply of electricity will be entertained.
- 6.3 HWP (Baroda) is not liable for any loss or damage to the contractor's equipments as a result of variations in voltage or frequency or interruption in power supply or any other loss to the contractor arising therefore.

10. WATER SUPPLY

Water in nominal quantity at one point shall be supplied free of cost, whenever necessary.

11. LOCAL ROADS AND HAUL ROADS

The contractor's heavy construction traffic or tracked equipments shall not travel on any public roads or bridges unless the Contractor has made arrangements with the concerned authorities and has taken approval of the Engineer-in-Charge. The Contractor shall construct and maintain at his own cost all temporary haul roads at the work site as may be found necessary by him for the execution of the works. The location of all such haul roads and any subsequent modifications / diversions thereto shall be got approved by the Engineer-in-Charge. The contractor should take special care that no damage is done to the permanent access road as a result of the use of the same and in case of damage; the same should be repaired by him, at his own cost.

12. INCONVENIENCE TO THE PUBLIC

The Contractor shall not deposit or store any material at any site without permission of the Engineer. The material will be stored at such places only with prior approval of the Engineer so that there is no obstruction in traffic or cause inconvenience to public or other Agencies.

13. TIME OF COMPLETION

The time limit for the work as covered under the schedule of quantities is as shown in the Memorandum which will be noted and strictly adhered to. As soon as possible, but not later than Ten days after the award of the contract, the Contractor shall submit the phased programme of the work, which after approval of the Engineer-In-Charge shall form a part of the contract and the Contractor shall carry out the work according to this phased programme.

14. MAINTENANCE PERIOD

In partial modification of Clause 17 of GCC, the Maintenance Period for the work covered by the Contract shall be 12 (twelve) months from the date of issue of completion certificate by the Engineer-in-Charge.

15. THE PROVISION AGAINST ACCIDENT AND SAFETY MEASURES

The contractor shall take sufficient care to prevent any accident at site. Adequate lighting arrangement shall be provided around excavated areas during the night and after the closure of their work. Necessary name boards, signals, diversions, diversion notices, etc. shall be arranged and provided by the contractor at his own cost as per directions of the Engineer.

16. MEDICAL CARE

The contractor shall provide at his cost first aid and emergency medical treatment to his employees and labor employed directly or through LCWO as per labour laws and rules.

The medical care by the contractor for his employees and labour shall include anti-malaria measures, vaccination against small pox, inoculations against cholera, typhoid fever and other infectious diseases. Employees/labourers of the Contractor suffering from infectious diseases shall be removed from the site as soon as detected, and the matter reported to the Engineer-In-Charge. The contractor shall abide by the provisions of the Employees State Insurance Scheme at his own cost.

17. FIRE PREVENTION

The contractor shall provide and maintain fire-fighting equipments at his own cost and take adequate fire precaution for the safety of all personnel and temporary and permanent works and shall prevent damage or destruction by fire of trees, shrubs and grasses.

18. CLEARING THE SITE

The site of work described and shown in the Plant with 3 M around shall be cleared off all the obstructions, loose stones and material, rubbish of all kinds, bushes, trees, brush wood, etc. complete. No trees shall be cut without permission. If any tree have to be cut, this shall be done by the contractor with the approval of the Engineer. All holes, hollows whether the originally existing or produced by removal of loose stone or brush wood, or bushes, etc. shall be carefully filled up with earth well rammed and levelled off as directed by the Engineer.

19. FORCE MAJEURE

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance are caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authority, acts of war, rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract. Only events of Force Majeure which actually impede the execution of the Contract at the time of its occurrence shall be taken into cognizance.

20. TAXES AND DUTIES

Further to the provision of Clause 3 8(i) and 38(ii) of GCC, the entire work of construction as per the scope of work covered under this contract shall be treated as "WORKS CONTRACT". Tenderer should quote for the work accordingly. The quoted price should include all taxes, royalties, levies, license fees, etc. including "Works Contract Tax". The Contractor will be responsible for the final assessment of the tax and make balance payment or to get refund from Tax authorities wherever admissible.

21. INCOME TAX

Income tax at prevailing rates on the gross amount of bills shall be deducted from the Contractor's bills as per Section 194 of the Income Tax Act or any amendments thereto.

22. SUPPLY OF MATERIALS

Contracter has to supply all the material as specified in Contractor's Scope of Supply including all consumables like, welding, electrode, grinding wheels, oxygen & acetylene gas cylinders for gas cutting, D.P. Test materials etc, required for execution of the job.

23. QUALITY CONTROL

23.1 All material before being utilized in work shall be inspected and tested by the Engineer-in-Charge or his representative. Only approved materials shall be used in the works.

23.2 The nature of testing to be done, periodical intervals at which such testing is to be done, etc. as per the latest editions of relevant IS Codes/ Specifications shall be determined by the Engineer-in-

Charge.

- 23.3 For day to day and periodical tests to be carried out on materials, mixes and placed concrete, mortar etc. samples shall be specified by the Engineer-in-Charge from time to time.
- 23.4 The final acceptance of the work shall be based on the evaluation of the test results of the quality control laboratory. The Contractor shall make suitable arrangements to see that one of his representatives remains present at the time of taking samples and shall authenticate the samples, facts, if so required. Should the Contractor fail to keep his representative present at site at the time of taking samples or fail to provide required labourers and other equipments to collect samples, these shall be taken by the Owner and the samples selected shall be considered as authentic as jointly taken. The cost incurred by the Owner when the Contractor fails to provide required men and materials for collecting samples and for their transport shall be recovered from the Contractor.

24. LAYOUT

- 24.1 The layout and levels of all the works shall be the responsibility of the Contractor at his own cost with reference to the general grid of the plot and benchmark given by the Engineer-in-Charge. The Contractor shall provide all assistance, instruments, materials and men at his cost to the Engineer-in-Charge for checking the detailed layout and correctness of the layout and levels. The approval of the Engineer-in-Charge shall not be deemed to imply any warranty and shall not relieve the Contractor of his sole responsibility in connection with carrying out the work correctly. Making benchmark and the reference line pillars etc. and maintaining these up to the completion of the work shall be the responsibility of the Contractor. No extra payment shall be made on this account.
- 24.2 The various works shall be executed true to lines, levels and grades. The periodical checking of these by Engineer-in-Charge shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in lines, levels or grades are noticed at the meeting face or elsewhere, the Contractor shall have to make good the deviation discrepancy at his cost without any compensation for the rectification works that arise, if any. The Engineer-in-Charge, shall further have unquestioned rights, if need be, to rectify the discrepancies and recover the costs from the contractor.
- 24.3 Any change in layout due to site conditions or technological requirements shall be binding on the Contractor and no extra claim on this account shall be entertained.

25. WEATHER CONDITIONS

The Engineer may order the Contractor to suspend any work which in the opinion of the Engineer may be subjected to damage due to prevailing weather conditions.

26. ECOLOGICAL BALANCE

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved. Equipments and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bush and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

27. SECURITY MEASURES

- 27.1 Security requirements for the work shall be in accordance with the Owner's general requirements including provision of this Clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and labour.
- 27.2 Contractor is requested to obtain immediately Police Verification Certificate (PVC) of your regular staff / workers deployed at site in respect of this work contract and same along with necessary application forms / documents to be submitted to Plant security to gain entry in Plant premises to carry out assigned work"
- 27.3 Contractor security vetting by Department / Plant is being carried out, if not earlier done. However

in case of receipt of any adverse character and antecedent reports against your firm or contract personnel, consequent to the security vetting. This Plant reserves absolute right to terminate the contract forthwith without assigning reason / show cause notice. Under the circumstances the Contractor / Firm will have no right to claim good losses / liability that may be incurred as consequence to the above action intimated by HWP (B). HWP (B) also reserves the right to forfeit in part / full failure on the part of contractor to abide / adhere to the Security Instructions issued by HWP (B) time to time”.

28. DEVIATIONS

Bidders may please note that the Contractor in whose favour the tender is accepted by the Owner will have to execute all the works referred to in the tender document on the terms and conditions contained or referred to therein and to carry out any deviations as may be ordered at the rates so accepted.

29. TEST CERTIFICATES

Test Certificates for all the materials to be used in the work shall be produced by the Contractor as per the relevant standards at his own cost.

30. PENALTY / LIQUIDATED DAMAGES

Penalty / Liquidated Damages will be recovered for delay in completion of the job at the rate of 1.5% per month of delay to be computed on per day basis.subject to a maximum of 10% of the Work Order Value as per General Conditions of Contract (GCC) Clause No.2.

31. EMPLOYEES PF ACT, 1952

Particulars regarding Registration and applicability of Employees Provident Fund Act, 1952. shall be given by contractor in the following format.

Work Order / NIT No.:

1. Name & nature of the contracting firm :
2. Composition of the contracting firm (strike out whichever is not applicable) :
 1. Sole Proprietorship
 2. Partnership
 3. Joint Stock Company
3. Particulars of works undertaken by / awarded to the contracting firm and the number of workmen employed against each :
4. State whether the contracting firm has any sister concern / subsidiary or is a holding Company of any other Joint Stock Company :
5. No. of workmen by the contracting firm (latest : and periodical wage register should be produced on demand from the Accounts Section
6. Whether or not the contracting firm has any : time been registered with the Provident Fund Commissioner or the PF Enforcement Authorities concerned, under any provisions of the Act, including Voluntary Enrollment under Sub Sec (4) of Sec.1 of the Act. If yes, PF subscription No. etc. may be furnished
7. Whether or not the particular work as quoted by : or awarded to the contracting firm, has any time attracted the provisions of the EPF & MP Act. If yes, the PF subscription No. etc., may kindly be stated
8. Any other information as the contracting firm: may volunteer to furnish Signature of the contractor or authorised signatory

DECLARATION

I _____ S/O _____

of _____ hereby declare that :

1. All the information furnished above is true and in the unlikely event of any information being proved otherwise, I accept the full responsibility for the wrong/false statement or suppression of material information, if any and accept the legal, financial and other consequences for all my acts of omissions and commissions.

2. I understand that I am legally bound on to recover and remit PF Contribution from and remit Employees' Contribution in respect of workmen employed by me in the event of applicability of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and EPF Scheme, 1952, subject to the exceptions and provisions there under and in the event of failure to do so. I shall be personally liable to have the dues on this account, recovered and remitted to the PF Commissioner of the Enforcement Authority concerned, besides being liable for the penal consequences.

3. In the event of any firm Demand being received by the General Manager or his nominee from the Provident Fund Commissioner or Enforcement Officer for recovery of any sum payable by the contracting firm, I hereby authorise the Pay & Accounts Officer, Heavy Water Plant (Baroda) to deduct the said sum from any amount payable to me or the contracting firm against this or any other work order and remit the proceeds to the Provident Fund Commissioner or the Enforcement Officer as the case may be, without referring the case to me and the amount so recovered for all purposes, shall be deemed to have been paid to me under valid acquaintance.

4. I hereby absolve and indemnify the President of India, represented by the General Manager, Heavy Water Plant (Baroda) and his nominees against my responsibility whatsoever, on account of any failure on my part to complete with the provisions of the Act and the Scheme and I hereby hold myself responsible for enforcement of the provision of the Act and the scheme as applicable to the Contracting Firm in accordance with the Statutes, rules, regulations and orders as applicable from time to time

Signed this _____ day of _____ two thousand _____ under my hand and seal.

Signature

Name

Seal

In presence of

(Signature of the Witness)

Name : _____

Address : _____

Forwarded to: P & AO, Engineer – in – charge

Note: The contractor shall take into account all the costs involved in complying with the special conditions as mentioned above, while quoting for the work.

PART II

TECHNICAL SPECIFICATIONS

1. SCOPE

Procurement of all raw materials whatsoever required to meet the complete scope of supply, fabrication, inspection, testing, packing, dispatch, installation at HWP(B) site and leak test of 110E1B butanol condenser as per drawing SK-5780 and technical specifications.

2. CODES AND STANDARDS

Fabrication and detailing of equipment as per latest code of construction shall be the responsibility of the supplier. Strict compliance with the requirements of code/equipment datasheets, this specification, equipment standards and any other referred document shall be fully ensured.

The important CODES to be complied with are:

- ASME Section VIII Div. I
- ASME Section II
- ASME Section V
- ASME Section IX
- TEMA

The various CODES mentioned above are for general guidance only. For fabrication purpose respective data sheets of the equipment will have to be referred.

3. MATERIALS

- 3.1. All materials, whatsoever, required to complete the suppliers shall be procured by the supplier and all such materials shall be covered with due identifiable material test certificates.
- 3.2. Materials indicated in drawing are suitable for the required service conditions. Supplier, however, may use better or equivalent material with prior approval of purchaser.
- 3.3. All heat exchanger tubes shall be cold drawn & seamless. ✓
- 3.4. All the pipes/tubes shall conform to the requirements of ASTM A-312 GR 304L and ASTM A-999.
- 3.5. All the plate material required shell, baffles, dished end shall conform to the requirements of ASTM A-240 GR 304L
- 3.6. All the bolts/stud shall conform to the requirements of ASTM A-193 GR B8M.

4. FABRICATION

- 4.1 The manufacturer of the equipment shall comply in all respects with the provisions of the applicable code and specifications including such jobs as welding, fabrication, forming of heads etc., inspection, testing and quality control unless otherwise specified. Quality assurance plan must be got approved from purchaser & authorized inspecting authority before starting jobs.
- 4.2 All welding jobs shall be carried out by qualified welders using welding procedure that has already been qualified to meet requirements of code & specifications etc. and approved by the inspecting authority. All welding procedures must be got approved from purchaser/authorized inspecting authority before starting any fabrication jobs.
- 4.3 Location of weld seams shall be kept so as to avoid fouling with any part. Circumferential weld shall be so located to permit visual inspection with internals in position. Orientation of longitudinal seams and position of circumferential seams shall be clearly marked in the fabrication drawings.
- 4.4 All sharp corners shall be rounded off with smooth radius.

- 4.5 All welding neck flanges shall be bored to suit nozzle I.D. Flange facing shall have suitable serrations for gasket seating in case of plain and raised faces.
- 4.6 All supporting brackets and saddles shall have a continuous fillet weld.
- 4.7 Due provisions must be kept for venting out entrapped gases during welding of pads, flanges and liner plates.
- 4.8 All pipes, plates and forging material shall be reasonably cleaned before start up of enduring fabrication to the satisfaction of inspector.
- 4.9 For tube to tube sheet joint, tubes shall be expanded in grooves and welded. For tube to tube sheet welding, TIG welding process will be preferred.
- 4.10 Equipment shall be provided with suitable bracing's / stiffeners to avoid any damage during transportation and erection at site.
- 4.11 DP examination shall be carried out on all weld joint for any surface defects. DP examination shall be carried out on welds attaching nozzle to shell, nozzle to flange, flange to shell, lug supports and Tube to tube sheet joint.

5. INSPECTION AND TESTING

- 5.1 Equipment shall be inspected during various stages of manufacture starting from identification of raw materials to completion. The equipment shall be considered acceptable for dispatch only after final certification for acceptance is issued by the inspector.
- 5.2 It shall be responsibility of the supplier to make available all the required drawings, QAP and other documents to the inspector.
- 5.3 Pneumatic and hydro-testing shall be carried out after assembly as per test standard specified in the equipment drawing. After testing, gaskets used during testing shall be replaced by new gaskets.
- 5.4 Dimensional measurement of equipment shall be carried out before and after hydraulic test including inside diameter wherever possible.

6. CLEANING AND DESPATCH

- 6.1 After hydraulic testing, the equipment shall be dried, thoroughly cleaned from inside and outside and shall be free of all dusts and foreign materials.
- 6.2 All machined surfaces shall be properly protected from rust and mechanical injury during transit and storage.
- 6.3 Nozzles shall be sealed suitably. Threaded connections and beveled openings shall be suitably protected.
- 6.4 Pickling shall be done for all SS parts after hydraulic testing.
- 6.5 All parts shall be properly packed, marked and sent separately along with the equipment.
- 6.6 Threads of the bolts and nuts shall be coated with lubricant before installation to prevent galling of the threads.

7. INSTALLATION

- 7.1 Party shall arrange skilled manpower for installation of condenser at our site.
- 7.2 Unskilled manpower shall be provided by department.
- 7.3 Party shall be responsible for minor modifications/rectifications as per site conditions.
- 7.4 Party shall arrange all necessary tools and tackles required to complete installation and testing at site.
- 7.5 Hydra/ forklift and lifting tools and tackles required for unloading of material and erection of equipment at position shall be provided by department.
- 7.6 Party shall attend leakages observed after leak test.

8./ DOCUMENTATION

The contractor shall provide the following documents to the owner. The documents not mentioned below but relevant may also have to be supplied on demand.

8.1 Documents for review

- a) Detailed fabrication drawing for equipment.
- b) Quality assurance plan (QAP).
- c) Welding procedures and performance records.
- d) Procedure for hydraulic and pneumatic test.

8.2 Documents along with equipment

- a) As built drawing of each equipment.
- b) Record of dimensional measurements certified by the Inspector.
- c) Records of NDT tests.
- d) Hydraulic, Pneumatic and leak reports.
- e) Supplier's guarantee certificate.
Material test certificates duly stamped by inspector.

PART III

ANNEXURE 'A'

SCHEDULE OF QUANTITY

S. No.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
01	Procurement of raw material, fabrication, testing, inspection, packing and transportation to HWP(B) site of 110E1B butanol condenser as per drawing SK-5780 and technical specifications attached.	NO	1		
02	Installation of condenser at position, minor modifications/ rectifications as per actual site condition and leak testing by deploying skilled manpower.	NO	1		
	TOTAL				

NOTE

1. Rates should be inclusive of GST and all inspection / testing charges.
2. Payment shall be made on satisfactory completion of job.
3. Completion period shall be 45 Days from the date of commencement of work.

