



BHEL, BHOPAL

TXM DIVISION

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SPECIAL CONDITIONS

REV. 00

NIT No. TPTN/TXM/ASSY/1920/ETP/01A Dt:17.06.2019

Sub:- operation of ETP plant in TXM DIVISION

(The Special terms and conditions given hereunder supersede the relevant terms & conditions given in 'Instruction to tenderers and General Terms and Conditions').

1.0 Introduction

1.1 This section of the tender defines the scope of the contractor's work. The requirement and conditions mentioned in this section are in addition to what are stated in Section - I (Instructions to Tenderers) and Section- II(General terms and condition).

1.2 In case of any variation in the specification in Section – III (Special Conditions) & Section – I (Instructions to bidders) and/or Section – II (General Terms and Condition), the specification given in the Section –III (Special Conditions) shall prevail.

1.3 Brief Description of Work Site: - The work is to be performed in the factory premises of BHEL, Bhopal.

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc having effect on prices. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

2.0 QUALIFYING CRITERIA - The bidders should fulfil following qualifying criteria:

2.1 Experience of having successfully completed works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount equal to 1.31 Lacs.

or

b. Two similar completed works costing not less than the amount equal to 1.64 Lacs.

or

c. One similar completed work costing not less than the amount equal to 2.62 Lacs.

Similar works means "Operation of ETP or STP or Water treatment plant".

2.2. Submitted work order should provide information that necessary consumable chemical and testing of both waste water and treated water fortnightly and reports analysis in a reputed NABL approved laboratory in the contractor scope.

2.3 Work order to be submitted in proof of experience of Operations of ETP Plant and its completion certificate from the customer.

3.0 Terms & Conditions operation of ETP plant.

3.1 The Operations & maintenance of ETP Plant at TXM Division work shall be done in one shift basis.

Prepared by
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Date of issue
17.06.2019



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- 3.2 Contractor shall maintain the attendance register for all the shift staff,.
- 3.3 All chemicals, tools required for operation and maintenance of ETP plant is in the scope of contractor.
- 3.4 It will be the responsibility of contractor to maintain the high standards of cleaning of the areas with specified machines & other materials and should ensure that cleanliness is maintained to the satisfaction of Engineer.
- 3.5 The contractor shall take a certificate from the officer section in-charge executive regarding performance each month for having finished cleanliness job satisfactorily and successfully.
- 3.6 In the event of unsatisfactory performances or non-compliance of any of the Terms and Conditions of the contract by the Contractor, BHEL, shall have the right to terminate the contract with 02 months advance notice.
- 3.7 The contractor will be responsible for enforcing all safety regulations as applicable to BHEL and is advised to take adequate insurance cover of its representative, labourers, machines & equipment, etc.
- 3.8 All required PPE's are to be provided by the contractor.
- 3.9 Personal protective equipment including disposable clothing, safety shoes, hand gloves, respiratory mask, face mask etc. shall be worn during the operation and maintenance of ETP plant.
- 3.10 The contractor has to provide 2 sets of distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy and wearable condition. Helmet shall be integral part of uniform.
- 3.11 BHEL, Bhopal shall provide free water & electricity at the work site.
- 3.12 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 3.13 The Contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the vehicles/cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the vehicles/cranes, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 3.14 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company or any other premises during the period of contract.
- 3.15 The persons employed by the Contractor in respect of the work will be treated as the authorized representative(s) and shall also be held responsible along with the



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contractors, for any breach of the terms and conditions as provided in this contract.

- 3.17 The contractor shall be responsible for providing necessary staff in adequate number for satisfactory execution of work.
- 3.18 If BHEL Engineer feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 3.19 Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the Contractor.
- 3.20 The contractor is required to submit Indemnity Bond in favour of BHEL as per enclosed Performa on Non – Judicial Stamp Paper of appropriate value. (Refer Pg.18 of 18 of General Terms and Condition)
- 3.21 This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
- 3.22 In quoting their rates, the Tenderers are advised to take into account all factors, including any fluctuations in the market rates etc. No claim will be entertained on any account after acceptance of the tender during the period of the contract. Rate escalation will not be allowed for any reasons whatsoever.
- 3.23 BHEL reserves the right to short close the contract at its discretion at any point of time with one month notice period without assigning any reason there of.
- 3.24 The total charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.
- 3.25 Wherever any tax credit could not be availed by BHEL with in time limit, due to delay in submission of invoices or for any reason attributable to contractors, liability towards loss of such credit should be passed on to such contractor i.e. will be recovered from contractor's bill.
- 3.26 The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units. Further, in case of false information given by the bidder, as found at any stage of the contract, the bidder shall be black-listed and its EMD/ Security deposit shall be forfeited.

4.0 Tentative list of chemicals required

SR. NO.	ITEM	Qty.
01	Lime	As required
02	Alum	As required
03	Hypo	As required
04	Repalium	As required
05	PH Booster	As required
06	PH paper	As required

Any other material required for effective operation and maintenance of ETP plant shall be brought by the contractor.



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5.0 Safety & Occupational Health

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/safety regulations of BHEL and others inside the BHEL factory. The contractor is required maintain first aid box at work place.

7.0 Contract Period:

7.1 Contract Period shall be UPTO 31.12.2019 .

7.2 Mobilization: within 10 days from the date of issue of LOI.

8.0 Price Schedule and taxes:

8.1 Rate should be quoted strictly as per Price Schedule.

8.2 The rate quoted by Tenderer is inclusive of all duties, taxes ,fees, octroi and other levies material, labour etc. except Service Tax.

8.3 Service Tax will reimbursed to the contractor on actual against documentary proof.

8.4 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor after its deduction.

8.5 Prices shall remain firm and no variation whatsoever shall be allowed. The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, spare parts and other consumables after the submission of bid and during the period of contract before submission of bid.

8.6 Offer to be submitted without any deviation. Offer with deviation(s) are liable to be rejected. Any clarification required by bidder on tender conditions may be sought at least one week before the Last Date of Offer Submission.

9.0 Terms of Payment

9.1 The Payment will be made on a monthly basis as per the accepted rate based on the completed works duly making deductions, if any. In case of short deployment of manpower & machines/chemicals, the deductions shall be made on a daily basis.

9.2 All the payments due to the Contractor will be made through Electronic Fund



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Transfer(EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "F".

- 9.3 Contractor shall maintain the Attendance Register for all the staff shift wise, if the short deployment of staff then the deduction shall be as per daily minimum wages.
- 9.4 Daily log book with BHEL's prescribed format should be maintained for work carried out and the should be certified by the authorised official deputed for this work on daily basis. This log book shall form the basis for payment.
- 9.5 Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and forwarded by concerned engineer to Finance Department for further checking , passing of bill and releasing payment to the party.
- 9.6 The total amount payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.
- 9.7 Each bill must be enclosed with work/ activity completion report duly signed by tenderer or his supervisor and BHEL representative.
- 9.8 Payment will be made to tenderer on the basis of work executed by him, which will have no relation with the payment schedule of tenderer's employees.
- 10.0 Payment of wages : Contractor shall ensure payment of statutory prescribed minimum wages alongwith the additional wages as recommended by BHEL to their workers through bank account.
- 11.0 **Evaluation of Offer**
- 11.1 Technical cum commercial Bid shall be open first.
- 11.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 11.3 Evaluation of the offer will be strictly based on information submitted By the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly.
- 11.4 No condition or deviations should be asked for in price bid.
- 12.0 Evaluation criteria of the tender will be based on following parameters.
- a. Single contract shall be awarded considering cumulative value on L1 basis.
- b. The rate quoted & total amount will be taken into consideration upto two decimal places only while evaluating the bids.
- In case of more than one bidder becoming L1, the selection of bidder for awarding works contract will be done in the following order. The work order will be awarded to one bidder only and in case of more than one L1 bidder (quoting same cumulative amount), they will be screened according to following conditions.
- (1) Who have worked in BHEL for min. 3 years among these bidders.
- (2) Who have worked in CIM for min. 2 years among these bidders.
- (3) Who have done similar work for min. 1 year.



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In such case successful bidders will be asked to produce claim for complying the above conditions. Evaluation will be done on first condition first and if more than one L1 bidders satisfy this condition, subsequent evaluation will be done for second condition and further if required evaluation will be done for third condition. If all conditions are met than work will be equally distributed among them.



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ANNEXURE "D"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Contractor/ Firm (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

**VENDORS / BIDDERS ARE SUPPOSED TO
SUBMIT THE INFORMATION ON FIRM'S
LETTER HEAD DULY ENDORSED AND
STAMPED BY THEIR BANKERS.**

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)