VAPI GREEN ENVIRO LIMITED



Formerly known as Vapi Waste & Effluent Mgt. Co. Ltd.

VIA House, Plot No. 135, Char Rasta, GIDC VAPI - 396 195. Gujarat. INDIA

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TENDER FOR OPERATION & MAINTENANCE CONTRACT FOR BOILER AND HAG SPRAY DRYER AT CETP

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Section 1: Important Dates and Information of the Tender

Title of the Tender: Tender for Operation & Maintenance Contract of

Boiler and HAG Spray Dryer at CETP.

Tender Number: VGEL/PUR/O&M Boiler & HAG, Dt.09/05/2022

<u>Last Date of Submission:</u> 12:30 PM on 19th MAY, 2022.

Mode of Submission: Speed Post / Register Post / Courier / Hand Delivery.

Technical Bid Opening: 13:00 PM on 19th MAY, 2022.

(Bid opening depends on availability of signing authority)

Technical Bid Technical bids so received will be evaluated by the

Evaluation: VGEL separately.

Price Bid Opening: Price bids of only technically qualified suppliers will

be opened after technical evaluation.

Contract Period: From date of issue of order to 31st March, 2023. It may

be extended as per performance and behavior of workman for further time period as per Management

decision.

Tender Fee: Rs. 900/-+18% GST=Rs.1,062/- (Non-Refundable)

EMD: Rs. 20,000/- (Refundable)

Important Note: Envelop should be superscripted as below.

"Tender for Operation & Maintenance Contract for Boiler and HAG Spray Dryer at CETP, (2022-23)"

Remarks: 1:

2:

Section 2: General Instructions

- a. Interested parties may obtain the tender document from the website www.vgelvapi.com or from the head office of VGEL by paying cost of as mentioned in section 1.
- b. The duly filled Tender Document is to be sent to:

The Chief Executive Officer, Vapi Green Enviro Ltd. 135, VIA House, Char Rasta GIDC, Vapi 396 195 Gujarat (India)

- c. The completed tender forms will be received in the office of VGEL during official hrs i.e. 10:00 AM to 4:00 PM up to the last date mentioned in section1.
- d. The bids should be submitted in a sealed cover containing following two separate envelopes:

Technical bid:

- 1. Technical qualification page along with all the documents mentioned in it.
- 2. Copy of all the section except section 5 i.e. Price Bid duly signed and stamped on all the pages.

<u>Price bid</u>: Containing the price bid in the form provided in the tender document. No condition other than what already mentioned in the tender documents will be accepted.

- e. The bid shall be submitted through speed post/ register post/ courier or hand delivery. The complete liability to ensure that the bid shall reach in time will be with the bidder. Under no circumstance will allow any allowance for the delay arising out of postal or courier delivery.
- f. VGEL reserves the right to accept or reject any or all tenders in part or full or to cancel the issue of tender documents without assigning any reason whatsoever. Similarly, in the interest of company, company have absolute right to go for retendering without assigning any reason whatsoever to anyone.
- g. Bidder has to accept all terms and conditions unconditionally.
- h. Management reserves the right to modify the tender document for more clarity and/or to get more competition. If there is any revision in the tender document, the same will be published on our website www.vgelvapi.com. All the interested parties are requested to regularly check our website for any updates.
- Negotiations, if any, for any item will be held with the respective L1 party for that item.
 No bidder will have any right whatsoever for his bid if it is not obtained in time and in
 proper format.
- j. Kindly note that all tender notices are posted on our website only. Usually no advertisements of these tenders are published in newspapers.

Section 3: Financial Conditions

- 1. PRICE: Price to be quoted by the bidder should be fixed. The price quoted by the bidder to be inclusive of all taxes, levies, duties etc. as may be applicable (present prevailing Frate). Any changes in Government taxes + / to be borne by us during the purchase period. Only GST may be extra on quoted rate. Bidders have to attach GST Registration certificate with offer.
- 2. <u>PENALTY / Liquidated Damages</u>: The Penalty / Liquidated Damages clause will be applicable at the rate of 0.5% per week from approved rate if work not satisfactory complete as per plant instruction.
- 3. <u>SCHEDULE OF PAYMENT</u>: The payment will become due on VGEL once the material lifted by you is fully satisfied by the competent authority as well as bills are completely certified by Store, Plant & purchases department. VGEL will make the payment within 30 days. <u>Payment will be done on actual Attendance basis</u>.
- **4.** <u>Contract Period</u>: From date of issue of Work Order to 31st March, 2023. It may be extended as per performance and behavior of workman for further time period as per Management decision. Work should be continued till further instruction of management of VGEL even after expiry of contract period if required.
- 5. <u>Insurance of Workmen: Workmen Compensation Policy is compulsory before starting</u> of Work. Required to submit to HR department before signing the work order.

6. Documents Required:

Contractor shall have to furnish the following documents and verification of the same at the time of Agreement and It shall be the sole responsibility of the contractor:

- a) Original certificate of Boiler Operator deployed by Contractor at VGEL
- b) Proof of Identity, Proof of Address and Emergency Contact Numbers of all personnel deployed by Contactor
- c) Fitness certificate of the operators at the time of joining and medical examination report (at least once a year).
- d) Monthly bills with all supporting documents viz. attendance register, PF & ESIC Challans. GST should be shown separately as per standard Invoice.
- e) WC (Workmen Compensation) Policy (to be submitted to HR Department before commencement of work).

7. GOVERNING LAW AND JURISDICTION:

The Agreement shall be governed by and interpreted in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the courts of at Vapi-Pardi-Valsad.

If any dispute arise out of the contract of the said work that shall be referred to the Court of Law at Vapi-Pardi-Valsad only. It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation or any other alternative dispute readdressed mechanism. The dispute (if any), shall be subjected to Gujarat Jurisdiction only.

Section 4: Qualification & Technical Criteria

Qualification Criteria:-

Sr. No.	Description	Required	To be confirmed by supplier YES/NO
1	The bidder should have executed this type of work to some company/organization.	Copy of order/certificate for the same work from any company / organization. Please attach work execution list with Contact details of executed work.	
3	Acceptance of all the conditions fully and unconditionally	Copy of all the sections including blank pages of price bid duly signed and stamped on all the pages.	
	Submission of EMD amount as per Section 1 (Refundable)	DD or Banker's Cheque of amount mentioned in Section 1, In favour of "Vapi Green Enviro Ltd."	Amount Rs. 20,000/-
4			DD or Banker's Cheque No.:
	0		Amount Rs.900/-+18%
5	Submission of Tender Fee amount as per Section 1 (Non-Refundable)	DD or Banker's Cheque of amount mentioned in Section 1, In favour of "Vapi Green Enviro Ltd."	GST=Rs.1,062/-
			DD or Banker's Cheque No.:

Technical Specifications:

- 1) Vapi Green Enviro Limited has 8 Ton Boiler installed for Common Multi Effect Evaporation (CMEE) Plant at CETP, Vapi. VGEL has requirement for Appointment of Boiler Attendant, Firemen and Helper / Labour for this work.
- 2) Safety of workers is the responsibility of contractor.
- 3) Scope of Work:

Contractor has to carry out the following scope of work under this turnkey contract of Operations and Maintenance of 8TPH Boiler at CETP, Vapi:

- > Providing labour i.e Fireman, Boiler Attendant & Helper.
- Complete responsibility of O&M of Boiler.
- ➤ "Statutory compliance for Operation of Boiler" is the total responsibility of Contractor and he has to maintain total documentation for operation and maintenance of the Boiler. No separate charges for the same shall be paid by VGEL and thus the same is included in the fixed pay of this contract specified below in Point No. 2 (Price/Rate)
- ➤ If any extra expert is required for attending any maintenance work then the same will be provided by the contractor without any extra cost.
- In spare time helpers may be used for gardening & housekeeping work.
- > Providing consumables & spares for O&M of boiler will be in scope of VGEL.
- 4) "Statutory compliance for Operation of Boiler" is the total responsibility of contractor and he has to maintain total documentation for operation and maintenance of Boiler. Bidders have to attach copy of PF and ESIC payment receipt with Invoice of each month for labour supply and statutory compliance in below mentioned table in Price Bid.
- 5) All other Government compliance like PF, ESIC and other labour laws are to be followed by Contractor.
- 6) Proportionate amount may be deducted for shortfall of attendance of manpower to be deputed for this contract.

7) Details of Manpower and work description are mentioned below.

Sr. No.	Position	Nos.	Job Profile / Scope of work	Remark
1	Boiler Attendant	1+1	 Handling of water softener. Maintaining quality and quantity of water. Monitoring & maintaining all pressure system according to requirement. Maintaining std. IBR Log Sheet. 	Should be 1st Class. Boiler attendant may be used for CMEE operation work /ESP cleaning work /Cyclone cleaning work during idle time.
2	Fire man for Boiler	1+1	 Charging sand. Drain of sand. Shifting of sand. Packing of sand 	Continuous job of handling. Fireman may be utilized for maintenance of all fire equipment's /PPEs of CETP during idle time
3	Helper for Boiler	2+2	 Sand Shifting Coal Shifting Ash Cleaning Support Firemen and Boiler Attendant in Boiler attendant 	Helper may be used for garden maintenance/housekeeping/ESP cleaning work /Cyclone cleaning work during idle time.
4	HAG Operator	CSD-1 1+1 CSD-2 1+1	 Charging sand. Drain of sand. Shifting of sand. Packing of sand 	Continuous job of handling. Fireman for CSD 1&2 may be utilized for maintenance of all fire equipment's /PPEs of CETP during idle time.
5	Helper for HAG	CSD-1 2+2 CSD-2 3+3	 Sand Shifting Coal Shifting Ash Cleaning Support Firemen attendant 	Helper for CSD 1&2, Helper may be used for garden maintenance/housekeeping/ESP cleaning work /Cyclone cleaning work during idle time.

- 8) Separate Work for Sr. No. 1 to 3 and Sr. No. 4&5 of above table may be given to different contractor if required.
- 9) The boiler attendant/operator shall be responsible and carry out other routine operations related to boiler as below:
 - > Feed water monitor & control and softening treatment,
 - ➤ Good Housekeeping of Boiler House,
 - > Appropriate checking, cleaning and maintenance of the boiler from time to time,
 - > Keeping records of boiler operation, maintenance of the boiler from time to time,
 - ➤ Keeping records of boiler operation, maintenance and cleaning in the prescribed formats. The relevant records shall be submitted to the Plant In-charge
 - Any other work related to boiler as instructed by plant personnel.
- 10) Bidders are requested to visit our CETP site if required.
- 11) VGEL shall issue Form 5 to successful bidder/s for application of Labour License. After issue of Form 5, the contractor shall have to submit Labour License within 45 days after date of issue of Form 5 failing which the contract is liable for termination.
- 12) The contractor shall have to submit monthly bill with all the required compliances as prescribed in this tender document. The monthly bill shall have to be submitted latest by 15th of next month with grace period of another 15 days. If the contractor fails to submit the bill within this stipulated time frame i.e. by the last date of next month then the contractor shall be charged penalty of Rs. 500 per week from the last date.

- 13) The HAG attendant/operator shall be responsible and carry out other routine operations related to Spray Dryer as below:
 - > Coal and Sand Feeding, Monitoring, and Controlling
 - ➤ Good Housekeeping of Spray Drying House,
 - > Appropriate checking, cleaning and maintenance of the HAG from time to time,
 - > Keeping records of HAG operation, maintenance of the HAG from time to time,
 - ➤ Keeping records of HAG operation, maintenance and cleaning in the prescribed formats. The relevant records shall be submitted to the Plant In-charge
 - ➤ Any other work related to HAG as instructed by plant personnel.
- 13) Separate work order for <u>Boiler</u> and <u>CSD (1&2)</u> may be issued to separate contractor for smooth working.
- 14)

Section 5: Price Bid

SI.	Position	Qty.	Rate (Rs. per Person / Day)	Total (Amount per Month)
1	Boiler Attendant	1 + 1		
2	Firemen for Boiler	1 + 1		
3	Helper for Boiler	2 + 2		
4	HAG Operator for CSD-1	1 + 1		
5	Helper for HAG CSD-1	2 + 2		
6	HAG Operator for CSD-2	1 + 1		
7	Helper for HAG CSD-2	3 + 3		

Note:

- (a) Charges for All Statutory Compliances (PF, ESIC, Boiler Inspection, and other incidental expenses if any etc.) should be Inclusive in above offer Rate.
- **(b)** The bidder has to include all other charges, taxes, duties, transportation etc while quoting rates and provide F.O.R. our site base price. Specify if any Taxes applicable in below table. If bidder will not specify in below table then it will be considered as included in basis price. Please clearly mentioned that Service Tax will be applicable or not.

Details Required from Bidder		
GST	%	
Other	%	
Contact Person		
Mobile No.		
Email		

- (c) VGEL has full right to derive a formula to bring all the bidders to a common denominator so as to compare the offers.
- (d) The offer is being made after reading and accepting all the conditions fully and unconditionally.

If the bidder backs out after making the offer then VGEL will have right to impose a penalty of 5% of the amount and the same will be deducted from the pending payments of the bidder. If no payment is pending then the bidder will stand blacklisted and will be allowed to bid in VGEL only after he deposits the penalty money.

VENDOR REGISTRATION FORM

Any Bidder who is **not registered** at Vapi Green Enviro Ltd. has to fill below form:

1	Name of Firm *
2	Name of Contact Person with Designation
3	Contact Person Mobile No.
4	Supplier / Contractor / Consultant / All Three *
5	Type of Vendor * [Regd. Manufacturer / Non Regd. Manufacturer / Regd. Distributer / Non Regd. Distributer / Transporter / Retailer / Service Provider / Other]
6	Branch [CETP, CSWP, COE, HO] *
7	Address 1 *
	Address 2
	Address 3
8	City * & PIN Code*
9	State *
10	Phone Nos. with Extension (if any) *
11	Mobile No. *
12	Fax No.
13	E-Mail ID. *
14	PAN No.
15	GST No.*
16	MSME Registration No. (Registered / Not Registered)*
17	P.F. Registration No. ** (For Labour Contractor Only)
18	ESIC Registration No. ** (For Labour Contractor Only)
19	Name of the Banker *
20	Bank Branch *
21	Bank Account No. *
22	RTGS/NEFT Ref. No. *
23	Performance
24	Remarks

^{*} Marked is mandatory entry for Contractor. Without this data, form will not be accepted by VGEL.

- **b)** If any details are not applicable / not available the please type "NA".
- **c)** Also kindly mail the above Updated file to e-mail address "dgm.purchase@vgelvapi.com" & "so.purchase@vgelvapi.com" in excel format.
- d) Please attach copy of cancelled cheque & PAN along with this form.

DRAFT WORK ORDER

[Draft Work order may revised, Added, as per tender condition and work requirements.]

Ref. No. VGEL/ARC/2022-23/0000

DD/MM/YYYY

To,
M/s. ABC,
Address
Contacts: Name Contact Number Email

Subject: Annual Rate Contract for Operation and Maintenance of 8TPH IBR Boiler at CETP

Dear Sir.

With Subject and reference to above, your offer submission of our Tender Number: VGEL/PUR/Boiler O&M, Dt. ____ and subsequent discussion had with you, VGEL is pleased to award you the Annual Rate Contract for **Operation and Maintenance of 8TPH Boiler at CETP, Vapi** as per the following basic terms & conditions. The contractor, M/s. ____shall be hereafter referred to as "Contractor".

01) Scope of Work:

Contractor has to carry out the following scope of work under this turnkey contract of Operations and Maintenance of 8TPH Boiler at CETP, Vapi:

- a) Providing labour i.e Fireman, Boiler Attendant & Helper.
- b) Complete responsibility of O&M of Boiler.
- c) "Statutory compliance for Operation of Boiler" is the total responsibility of Contractor and he has to maintain total documentation for operation and maintenance of the Boiler. No separate charges for the same shall be paid by VGEL and thus the same is included in the fixed pay of this contract specified below in Point No. 2 (Price/Rate)
- d) If any extra expert is required for attending any maintenance work then the same will be provided by the contractor without any extra cost.
- e) In spare time helpers may be used for gardening & housekeeping work.
- f) Providing consumables & spares for O&M of boiler will be in scope of VGEL.

02) Price / Rate:

VGEL shall pay **amount** of + GST per month for this contract for executing scope of work as mentioned above. Details as per Section: 5 Price Bid of this tender.

03) Requirement of Personnel:

There is average requirement is of 2 Boiler Attendant, 4 Fireman and 10 Helper required per day. The requirement may vary as per the requirement of plant. However, extra manpower may be provided as per plant requirement and approval for the same. Contractor have to co-operate and supply at same approved rate.

04) Minimum requirement for Operators & Certification:

Contractor have to provide original Certificate of 1st Class Boiler Operator and Fireman which Contractor intend to deploy before they start working in our premises. The operator should read and write day to day required report in English.

05) Payment Terms:

Contractor shall submit the bill for each job works /cumulative up to end of each month. The bill should be submitted to concerned department on or before 7th of every month along with all supporting documents. The same will be certified by the Plant In-charge

and HR Department. If contractor fails to provide invoice without stipulated time limit despite 3 reminders from VGEL, then the contract is liable to be terminated. Payment will be done within 30 Days.

Vapi Green Enviro Ltd. shall pay <u>+ GST (as applicable)</u> to the Contractor as charges for the service under this agreement. This amount includes all expenses & charges under this contract. This is fixed payable amount for this agreement. If the work executed is more than aforesaid fixed payable amount of <u>______</u> per month + GST (as applicable) then the same shall be borne exclusively by the Contractor.

06) Acceptance / Rejection:

If the work execution as specified in Scope of Work (Point No. 1) is not in line with the requirement or satisfaction of the plant the same shall be liable for lump sum deduction.

07) Tenure of the Contract:

This contract will be effective for one year i.e. from **DD/MM/YYYY** to **DD/MM/YYYY**. (The date of issue & signing of this contract may be at later date but the effectiveness of the contract shall be with retrospective effect from DD/MM/YYYY.

In each communication Contractor must mention the **Annual Rate Contract Ref. No. VGEL/ARC/2022-23/0000, DD/MM/YYYY.**

08) Work site:

At our CMEE Plant located at CETP Site in Vapi. The detail job work schedule shall be provided by Engineer In-charge, CETP.

09) Termination Clause:

The contract shall remain in force till DD/MM/YYYY and any party desirous of terminating the agreement shall provide an advance notice in writing to the other party 30 days prior to terminating the contract. However, in case of any material breach of contract by either party, the affected party may terminate the contract immediately.

10) Deductions:

All applicable taxes will be deducted as per Government Rules.

11) Documents Required:

Contractor shall have to furnish the following documents and verification of the same shall be the sole responsibility of the contractor:

- f) Original certificate of Boiler Operator deployed by Contractor at VGEL
- g) Proof of Identity, Proof of Address and Emergency Contact Numbers of all personnel deployed by Contactor
- h) Fitness certificate of the operators at the time of joining and medical examination report (at least once a year).
- i) Monthly bills with all supporting documents viz. attendance register, PF & ESIC Challans.
- j) WC (Workmen Compensation) Policy (to be submitted to HR Department before commencement of work).
- 12) Contractor shall provide us with required manpower. The operators shall be qualified / IBR Certified Boiler attendants (minimum 1stClass certified) and appropriately trained to safely operated the said boiler.
- 13) The operators should be able to read and write English and either Hindi or Gujarati.

- 14) Since Boiler is operated on a continuous basis in all shifts, Contractor shall ensure that boiler attendants are well disciplined, punctual and an operator is always available at our premises to run the same. On change of shift, one boiler attendant must hand over the charge to the other with instruction if any. This practice must be followed regularly and religiously. In case of absenteeism in any shift or leave of any one or more of the operators, Contractor shall give us timely replacement to run the boiler so that our operations are not disturbed.
- **15)** The primary responsibility of the Boiler Operators shall be to safely operate and maintain the IBR boiler as per manufacturer recommendations and standard operating procedures.
- **16)** The boiler operator shall be responsible and carry out other routine operations related to boiler as below:
 - Feed water monitor & control and softening treatment,
 - Good Housekeeping of Boiler House,
 - Appropriate checking, cleaning and maintenance of the boiler from time to time,
 - > Keeping records of boiler operation, maintenance of the boiler from time to time,
 - ➤ Keeping records of boiler operation, maintenance and cleaning in the prescribed formats. The relevant records shall be submitted to the Plant In-charge
 - Any other work related to boiler as instructed by plant personnel.
- 17) Boiler operator shall be reporting to the Shift In-charge at the plant.
- **18)** Please note that it is Contractor's responsibility to ensure that all the statutory requirements and payments, such as Minimum Wages, ESIC contributions, P.F. contributions, Service Tax etc. are met with or paid in time within the statutory time limit. TDS will be deducted as applicable from monthly billing.
- 19) Contractor shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in VGEL. VGEL shall have no liability in this regard.
- **20)** Contractor shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by contractor at VGEL. VGEL shall have no liability in this regard.
- **21)** Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- **22)** All other terms & conditions specified in tender documents are applicable to this contract.
- **23)** The decision of the VGEL shall be final and binding on Contractor in all respect during the tenure of this contract.
- **24)** It is specifically agreed by and between the parties that in the event of any dispute of whatsoever nature that may arise between the parties to this Contract, the same shall be referred to mutually decided Arbitrator for Arbitration and the decision of the Arbitrators shall be final and binding to both the parties.
- **25)** Any dispute arising out of this contract and not resolved by arbitration shall be subject to Vapi Jurisdiction only.

Kindly return the duplicate copy of this contract duly signed by Contractor in token of Contractor acceptance to the terms and conditions.

Thanking you,

Yours faithfully,

For Vapi Green Enviro Ltd.,

Dy. General Manager (Project & Procurement)

I / We, Proprietor of $\underline{M/s. ABC}$ hereby agree and accept the contract with all terms & conditions as laid down above in totality.