Government of India
Bhabha Atomic Research Centre
Chemical Technology Division

Ref: ChTD/PTS/AV/558

Date: 21/08/2020

Tender Enquiry

Sealed quotations are invited on behalf of the President of India for the work as per following Technical specification.

Technical Specifications

1. Job: Operation of PFPE oil plant and maintenance of Cascade refrigeration system

2. Scope: Smooth operation of PFPE oil plant, analysis using associated analytical instruments & operation of associated experimental set-ups and maintenance of cascade refrigeration system operating at -80°C, which involves

   a. Production of oil at a required rate in a shift operations
   b. Assembly of plant machineries and testing
   c. Handling and processing of acidic fluorinated intermediates
   d. Maintain records in log books, materials in-out etc.
   e. Plant unit operations involving photo reactor, agitators, storage equipments diaphragm & centrifugal pumps, vacuum pumps, cascade refrigeration system, valves, tanks, heat exchangers, tubing, piping and its components, cleaning of plant machinery and associated area, lifting and shifting of material and other similar work.
   f. Maintenance of the cascade refrigeration system operating at -80°C and ensure its continuous operation.
   g. Scope includes supply of five eligible plant operators (3No’s - Diploma Engineers (highly skilled) and 2 No’s - ITI skilled manpower having minimum one year experience in plant operation) for operation & maintenance of the plant.

3. Duration of contract: 12 months


5. Earnest money deposit: Rs. 62,000/-
   Earnest Money in original to be submitted in the form of Fixed Deposit Receipt or in the form of Demand Draft / Bankers Cheque / Pay Order of a Scheduled Bank, issued in favour of Accounts Officer, BARC, Mumbai.

6. Terms and conditions:
   a) Contractor shall arrange for the required plant operators within 30 days of the placement of work order along with police verification certificate (PVC) from concerned authority.
b) The supplied manpower must be healthy and fit for round the clock shift plant operations and lifting & shifting of materials up to 15 kg of weight, and age should be between 18 to 45 years. Medical fitness certificate from registered Doctor in Maharashtra shall be submitted for their entry permits.

c) Training (class room lectures, field operation, etc.) on plant operations & safety shall be provided by the purchaser’s representatives during first 15 days. Basic knowledge on operation and maintenance of cascade refrigeration system (one of the important utilities) is a prerequisite for the proposed operators. On completion of training, contractor’s staff shall clear the exam to operate the plant. In case of failure, one more chance after 15 days shall be given to clear the exam. Replacement of an operator shall be arranged within one week in case any operator/s failing in both the exams. The contractor may provide an extra person in the training duration, who can act as replacement fellow for any of the operator on their leave days.

d) Total period for the contract shall be 12 months including training period of 1 month maximum. Regular attendance shall be monitored by the purchaser.

e) Normally, there will be two/three shift operations on every working day. The manpower will be distributed in the shifts according to purchaser’s decision. Contractor shall arrange for appropriate replacement of operator/s in case of leave due to any reason at no extra cost to purchaser. Replacement from trained operators will be preferred.

f) All plant operators shall report at their respective work place inside BARC premises to start their job at 07:00 am for 1st shift, 03.00 pm for 2nd shift and 11pm for 3rd shift.

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<tr>
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<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
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<tbody>
<tr>
<td>Normal shift timing</td>
<td>07.00 am to 03.00 pm</td>
<td>03.00 pm to 11.00 pm</td>
<td>11.00 pm to 07.00 am</td>
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<tr>
<td>Break for meals</td>
<td>One hour</td>
<td>One hour</td>
<td>One hour</td>
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<tr>
<td>Shut down/maintenance</td>
<td>09.00 am to 05.30 pm</td>
<td>09.00 am to 05.30 pm</td>
<td>09.00 am to 05.30 pm</td>
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Long queue at security counter of BARC gates, long distance between BARC security gates & work place and long distance from home to BARC security gates will not be considered as reason for late reporting to work place.

g) The supplied plant operators shall take all the safety precautions as per standard procedure and plant manuals while attending day-to-day operation and maintenance job. The contract may be cancelled any time if contractor’s manpower found working without proper safety gears or following unsafe practices.

h) The party shall quote for the spare parts of the cascade refrigeration system operating up to -80°C separately along with offer and which shall form a part of the agreement, the parts may be replaced with approval of user department regarding the reasonableness of cost and necessity of replacement. The cost of the spare part replaced during the currency of the
contract will be paid extra at actuals. The cost of any spare part which needs replacement during the contract period will be taken from the offer submitted.

i) Maintenance of the cascade refrigeration system includes and not limited to thorough cleaning, lubrication, testing, readjusting, replacement of parts needed for proper operation.
   i. To repair defects during the tenure of the contract.
   ii. The contract will consist of 5 nos. (3nos. Periodic & 2nos. Emergency) service visits anytime during the year. The visit shall be made within 3-7 days from the date of request
   iii. Priority visit by service technician on-site.
   iv. Support by telephone, e-mail or Internet within 24 hours.

j) Service Charges:
   No service charges shall be levied on any repairing/ testing of parts done. The contract includes to & fro traveling expenses of the service engineer.

k) Emergency Call
   Emergency/ Breakdown call from the user department should be attended immediately but not later than 24 hours, at no extra cost.

l) The contractor shall pay the minimum wages to the manpower as prescribed by government of India from time to time either in the presence of representative of BARC or submit the proof of the same (bank statement etc.). It is the responsibility of a contractor to compensate the manpower for their duty during the contract period as per prevailing government norms.

m) The contractor shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and the Contractor’s Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

n) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

o) As per the security procedure in force in Bhabha Atomic Research Centre, the successful bidder shall be vetted by the Security Section of BARC before award of the work.

p) Please note that PVC (police verification certificate) is essential for all workers, plant operators and supervisors for working inside BARC. The absence of PVC will not be considered as an excuse for delay in deployment of manpower. PVC is also applicable during training period. Obtaining PVC from concerned authority is a sole responsibility of the contractor. Two highly skilled persons shall be made supervisors.

q) The contractor shall give suitable uniforms, monsoon gears, identity card to these operators to identify their staff by security and other departmental personnel. The contractor shall provide
good quality safety shoes for the deployed persons. Other safety gears will be in the scope of BARC, which will be provided as and when required.

r) The supervisor/s of the contractor will be communicated about the daily work schedule by the engineer in charge. The supervisor has to ensure that all the workers are sticking to the prescribed safety norms and wearing the required safety gears while working.

s) If the contractor engages less than two operators on any day, ₹2000/- (Rupees two thousand only) per head per day shall be recovered as penalty from contractor’s bill.

t) Payment: Payment will be made in every quarter of the contract period, on submission of the bill by the contractor, completion certificate for the job for that quarter, duly approved by the user.

u) The acceptance of tender shall rest with department which does not bind itself to accept the lowest tender and reserves rights to itself the authority to reject any or all of the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete (in any respect) are liable to be rejected.

v) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

w) The department reserves the right to accept the whole or only part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

x) During the period of contract, the contractors and their staff will have to follow departmental security rules amended from time to time and in the event of dispute, the decision of the department will be final and binding. Since the contractor’s staff is to be stationed in BARC it will be in the interest of the contractor to issue suitable I-Cards to their staff members.

y) The contractor shall be responsible for any injury and accidents on duty for their workers and the department shall arrange first-aid and transportation to nearest hospital as per the guidance of their supervisor. The contractor will be held responsible for any compensation for their workers arising due to any workplace incidents.

z) The contractor should note that the staff recruited/appointed for the purpose of work should be of Indian Origin/domicile of this country only. The person recruited/appointed for the purpose of contract should have good moral character and must not be in the wanted list of criminals of any country.

aa) In every case in which by virtue of the provisions Sub-Section (1) of Section 12 of the Workmen’s Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Government under, sub-section (2) of Section 12 of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from any
sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under Sub-Section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs or which Government might become liable in consequence of contesting such claim.

bb) ENSURING PAYMENT AND AMENITIES TO WORKERS, IF CONTRACTOR FAILS TO DO SO,

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the contract labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under the DAE Contractor’s Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy contractors, Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under Sub-Section (2) of Section 20, and Sub-Section (4) of Section 21, of the contract labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Government to the contractor whether under this agreement or otherwise. Government shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20, and Sub-Section (4) of section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

cc) FAIR WAGE CLAUSE: (PAYMENT OF WAGES).

i. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the DAE, Contractor’s Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor’s part of this contracts, the contractor shall comply with or cause to be complied
with the DAE Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

iv-a. The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

iv-b. Under the provisions of the minimum wages (Central) Rules, 1950, the contractor is bound to allow the labourers directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

v. The contractor shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and the Contractor’s Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

vi. The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the D.A.E. Contractor’s Labour Regulations without prejudice to his right to claim indemnity from his subcontractors.

vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

dd) **Bid evaluation and Acceptance criteria**

i. The party should specify their experience in manufacturing or operation and maintenance of refrigeration system attaining up to -80°C. Preference shall be given to party’s who are manufactures and/or having operational experience for at least 3 years on refrigeration system operation up to -80°C. The party shall submit the documentary proof for showing the same.
ii. The party should be having capacity to arrange the man power of the required nature and back up manpower should be available with the party in case of deployed operators are on leave. The man power shall be having operational experience of a chemical synthesis facility at least for a year.

ee) Payment terms:

i. Payment will be made on quarterly basis. The party has to full fill the milestones set for each quarter. The engineer in charge or his representative will examine the same. Up on completion of mile stone of each quarter the party shall furnish work completion certificate, invoice for the quarter and along with pre-stamped receipt to engineer in charge within 15 days of completion of the work of the said quarter. In the quotation party shall indicate payment for each quarter along with total payment.

ii. Mile stones to for each quarter:

- Quarter 1:
  a. Operation and maintenance of the PFPE oil plant according the planned shift schedule given by the EIC up on time to time for smooth production.
  b. Carry out the necessary maintenance of the associated equipments and refrigeration system.
  c. Carry out the analysis of the synthesized oil as instructed by the engineer in charge.

- Quarter 2:
  a. Operation and maintenance of the PFPE oil plant according the planned shift schedule given by the EIC up on time to time for smooth production.
  b. Carry out the necessary maintenance of the associated equipments and refrigeration system.
  c. Carry out the analysis of the synthesized oil as instructed by the engineer in charge.

- Quarter 3:
  a. Operation and maintenance of the PFPE oil plant according the planned shift schedule given by the EIC up on time to time for smooth production.
  b. Carry out the necessary maintenance of the associated equipments and refrigeration system.
  c. Carry out the analysis of the synthesized oil as instructed by the engineer in charge.

- Quarter 4:
  a. Operation and maintenance of the PFPE oil plant according the planned shift schedule given by the EIC up on time to time for smooth production.
  b. Carry out the necessary maintenance of the associated equipments and refrigeration system.
  c. Carry out the analysis of the synthesized oil as instructed by the engineer in charge.

ff) Confidentiality:

i. No party shall disclose, any information to any third party, concerning the matters under this contract, in general. In particular, any information identified as "proprietary" in nature
and shared to the party as a necessity, to execute the work, shall not be shared to anyone by the receiving party, until and unless, the party specifically takes written consent from the BARC.

ii. The above clause shall apply to all the sub-contractors, contractors, advisors, or the employees engaged by the party with equal force.

iii. "Restricted Information" categories under section 18 of the Atomic Energy Act, 1962 and "official secrets" under section 5 of the Official Secret Act 1923: Any contravention of the above mention provisions by any contractor, sub-contractor, consultants, advisors or the employees of the contractor will invite penal consequences under the aforesaid legislation.

iv. Prohibition against the use of BARC's name without permission for publicity purposes: The contractor, sub-contractor, consultants, advisors or the employees engaged by the contractor shall not use BARC's name for any publicity through any public media like Press, Radio, T.V., or Internet without prior written approval of BARC.

gg) Quotation without PAN no, TIN& VAT/GST no shall not be accepted.

hh) The quotation should be detailed with all taxes, duty and other charges, if any, with complete breakup. Amount payable for highly skilled and skilled manpower per month, separately, shall be provided along with total amount to work out monthly payment. Form "H" will be provided wherever necessary.

ii) Tender will be kept valid for 180 (One Hundred Eighty) days from the last date of closing of submission of tenders.

jj) Party may contact on 022-2559-6376/5167 for query/clarification, if any.

kk) The quotation in the sealed envelope super scribed with the title of work, reference number and the stipulated due date must be dispatched by Indian post (SPEED POST) to reach to Head, Chemical Technology Division. The address on the envelop should read

Head, Chemical Technology Division,
CEL-II, Bhabha Atomic Research Centre,
Trombay, Mumbai-400085
Attn: Anoop V, SO/E, PTS, ChTD

ll) The last date (due date) of reaching quotation at the above said address is 14/09/2020.

mm) Head, Chemical Technology Division, BARC reserves the right to accept or reject any or all quotations without assigning any reason thereof.

(Anoop V)
SO/E, PTS, ChTD