



(A Company promoted by Bharat Petroleum Corporation Limited)

VADINAR BINA PIPELINE

TENDER NO.: VBPL\O&M\2019-20\08

**PAINTING OF PIPELINE AND STRUCTURES AT VADINAR
DISPATCH TERMINAL (VDT), BINA DISPATCH TERMINAL
(BDT) & IP-2 (SANDAVATA) OF VBPL**

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SECTION 1

SCOPE OF WORK

Vadinar-Bina Pipeline (VBPL) is crude oil pipeline of Bharat Oman Refineries Ltd operated and maintained by Bharat Petroleum Corp Ltd, crossing through Gujarat (Despatch location- Vadinar) & Madhya Pradesh (Receipt location- Bina) covering a length of approx 938 KM.

The entire job is to be carried out as per schedule of rates & specifications attached with this tender document.

Scope of work broadly covers the following works at Vadinar Dispatch Terminal (VDT) Vadinar (Gujarat), Bina Receipt Terminal (BRT) Bina (M.P) & IP-2 Sandavata (M.P) of VBPL-

- a) Painting of crude pipeline, Pipeline supports.
- b) Painting of support structures like pathway gratings, crossovers, hand rails, cable trench covers etc.
- c) Painting of MLP shed at height and floor of pipeline area.
- d) Painting of Switch Yard Equipment Transformers, Potential Transformers, Current Transformers, Isolators, SF6 Circuit Breakers, Lightning Arrestors.
- e) Any other items, not mentioned above but as deemed fit as per site conditions

Vendor shall arrange all the safety related items like safety belt, fall arrestor, scaffolding, ladder, safety harness, Elcometer (DFT measurement of paint), safety helmet, safety shoes & boiler suit for their personnel engaged in painting jobs and should obtain necessary work permits from BORL.

1. SPECIFICATIONS:

METHODS OF SURFACE PREPARATION

a) Scrap Cleaning of metal surfaces

The surface preparation before applying any type of painting is utmost important & the performance and durability of protective coatings is governed by the thoroughness of surface preparation. Surface contamination in the form of rust, scale, oil, grease and dirt , fluxes, perspiration in the form of hand marks, chlorides from marine atmosphere and sulfite from industrial atmosphere should be removed prior to start of painting jobs.

Following things to be checked as given below during surface preparation:

1. Peeling – It is the loose/swollen paint which is prepared from base metal/ surface after formation of oxides. This can be removed using scraper patti & surface roughness can be achieved using steel wire brush which shall remove entire oxide formation of metal surface to give clear luster metal surface. The adjacent paint which is firm shall not be disturbed if oxide formation is not visible.
2. Pitting – It is loss of a metal at small location due to continuous water pinging at particular location. The paint at this location is washed away & base metal exposed & metal loss takes place due to continuous wet & dry cycle. This can be removed using scraper patti & surface roughness can be achieved using steel wire brush which shall remove entire oxide

formation of metal surface to give clear luster metal surface. The adjacent paint which is firm shall not be disturbed if oxide formation is not visible.

3. Rust – It is the formation of oxides after loss of paint film due to contact with oxygen present in air. This can be removed using scraper patti & surface roughness can be achieved using steel wire brush which shall remove entire oxide formation of metal surface to give clear luster metal surface.
4. Loose paint- It is dislodged paint film due to non standard application of paint in the past. The same shall be removed using putty knives & shall be scrapped using scraper to create roughness on old paint without exposing the metal part.
5. Oil/Grease- Oil/Grease is observed on pipeline which restricts the new paint to bond with old paint. It shall be first removed using kerosene/benzene/thinner based on its solubility in above compounds. After removal, the surface shall be checked for presence of oil/grease by washing with water. The clean surface shall be scraped using scraper patti & steel wire brush.

The surface preparation shall be carried out as follows:

Cleaning tools such as scraping (emery) paper, wire brush, scraper patti etc. shall be used. On completion of cleaning, the detached mill scale, dust etc. shall be removed. When viewed without magnification, the surface should be clear metallic surface free from oil, grease, bitumen, dust etc. It also includes removal of peeled off paint at all sections of metallic surface.

The surface should be made fully ready for painting to SSPC SP2 or St. 3 finish.

b) Precautions to be taken during painting

1. Painting application shall not be permitted during fog, mist or rain
2. Painting application shall not be permitted when the relative humidity is 85% or above
3. Painting application shall not be permitted when the steel surface temperature and/or ambient temperature is below 10 deg C
4. Painting shall not be commenced before the surface has been inspected and the preparatory work approved
5. Paint shall be used within pot life mentioned on paint drums. The date of manufacturing, seal of drum & component of paint shall be checked by contractor before application
6. For surfaces, primer to be used should be as mentioned in schedule of rates.
7. For metallic surfaces, minimum DFT should be as mentioned in schedule of rates and contractor should provide/arrange Elcometer for checking DFT after every coat
8. Actual area of painted surface shall be measured & considered for payment
9. Measurement of pathway gratings will be done by doubling the top surface area.
10. All nuts and bolts to be covered with masking tape in order to avoid paints getting into nuts and bolts.
11. While painting floors, nearby areas and nearby structures to be covered so that it shall not get ruined by sprays of paints. If happens so the same has to be perfected as previous with no extra cost.

2. CONDITIONS:

1. The job is to be done during pipeline operation in progress and no shutdown will be granted under any circumstances.
2. Contractor may be required to visit the locations any number of times based on the availability for carrying out the work.
3. Contractor shall draw a plan of action and submit to BORL in advance.
4. Work shall be carried out only by skilled / experienced manpower.
5. The contractor shall plan and arrange the required assistance, material, tools, tackles depending on the nature and quantum of work.
6. Contractor shall make their own arrangement for transportation of personnel and tools/tackles, utility services complete including lodging/boarding etc.
7. Contractor shall procure all the material required for the job only on the basis of actual site conditions or physical measurements. BORL will not entertain any claims regarding surplus or shortfall of material.
8. Contractor shall visit the site & ascertain the existing conditions with respect to material handling and transport of material. Contractor is also advised to get acquainted with actual working and prevalent safety conditions, position of material, labour, local conditions, specifications and other document which form the part of contract to be entered into. No claim shall be entertained later on the ground of lack of knowledge.
9. Scaffolding/ladder wherever required especially for painting of lighting poles shall be arranged by contractor at no extra cost to BORL & it should not hinder day to day operations activities.
10. Contractor should note that during execution of work, debris etc. dumped on the site will have to be removed on daily basis including removal of fine dust particles.

3. SAFETY:

1. The contractor shall carry out the job as per the safety conditions specified in the work permit and as per BORL's safety guidelines.
2. Contractor shall carryout the works only after getting clearance from Control Room officer.
3. All safety norms and use of PPE shall be ensured.
4. The area of work shall be barricaded by safety tapes on all sides.
5. Fire extinguishers and Fire hoses shall be kept in ready condition at all time along with personnel for fire fighting.

4. SCOPE OF SUPPLY:

BORL SCOPE:

1. Work permits for carrying out the job.
2. Necessary fire fighting equipments as per HSE policy at site.

VENDOR SCOPE:

1. All Materials, equipments, tools & tackles, transportation, lodging, boarding, skilled manpower, which are required for completion of the job.
2. Platform formation and scaffolding for manpower working at height.
3. Test certificates for bought out items

SECTION 2**SPECIAL CONDITIONS OF CONTRACT**

The following are the Special Conditions of Contract applicable to this contract which shall be read in conjunction with the General Conditions of Contract, Scope of Work, Annexures and any other document forming part of the contract. In respect of terms and conditions not explicitly provided in this Special Terms and Conditions, provisions of General Conditions of contract are applicable.

1. CLARIFICATIONS:

The bidders should note that if any clarification regarding specifications conditions of the contract, schedule of quantity, scope of the work etc is required he should contact the Engineer-In-Charge for the same. No claim on account of any ambiguity in any respect will be entertained at any stage later on.

In the matter of dispute regarding quality of services provided, utilization of the premises & facilities made available in the BORL /VBPL Offices or any other matter related with these services, the decision of the BORL or his authorized representative will be final and binding.

The Contractor shall ensure that his proposed staff meets our entire requirement and not assign, subcontract, or sub-let the whole or any part of the work in any manner.

The contractor and his staff shall ensure cleanliness inside the office buildings and other facilities as outlined below. He shall also ensure good housekeeping at all times.

The contractor and his staff shall maintain good discipline and shall not disturb the office work. None of the staff, rendering services in owner's premise will be permitted to stay within the BORL Installation / VBPL Office premises after their work is over and such manpower are required to make their own arrangements for their stay.

2. PRE-BID MEETING:

Pre-Bid meeting shall be held on 23.06.2020 at 10:00 HRS (IST) (Tuesday). Bidders are requested to send their pre-bid queries to BORL latest by 15.06.2020 at 16:00 HRS (IST) (Monday). Bidders shall send their queries to following email ID: ayushanand@bharatpetroleum.in

2.1 Venue of Pre-Bid meeting shall be as follows:

Microsft Teams

or

**M/s Bharat Oman Refineries Ltd
Crude dispatch terminal
Singach Char Rasta-Vadinar
Distt- Jamnagar (Gujarat) 361010**

2.2. Bidders are requested to send the details of their authorized representatives who shall attend the pre-bid meeting latest by 15.06.2020 at 16:00 HRS (IST) to the following e-mail id: ayushanand@bharatpetroleum.in

3. MANPOWER:

- 3.1 **The Contractor shall furnish the details of his staff along with police verification report prior to deployment.** BORL/ VBPL or its authorized representatives reserves the right to refuse admission to one or more of such contractor's men if their conduct or inefficiency is subsequently found unacceptable during the course of the contract and in such an event the Contractor will be required to substitute such workers. Regarding the acceptability of the conduct of the worker, the decision of BORL/VBPL representative will be final and binding on the contractor.
- 3.2 The Contractor's men shall not indulge in entertaining their guests / outsiders within the BORL Installation or Office premises and also not normally move out of their specified area of work.
- 3.3 It is preferred that staff being so deployed should be well versed in handling /rendering the services as per the requirement of the Contract.
- 3.4 Notwithstanding anything to the contrary in the contract document expressed or implied, the Contractor shall be and remain at all times exclusively responsible to provide services of workers that is needed as detailed hereinafter, to ensure smooth running and functioning of the BORL Facilities.
- 3.5 Bharat Oman Refineries Ltd will have no liability whatsoever concerning the persons deployed by the bidder for the purpose. The successful bidder shall keep BORL indemnified against all losses or damages or liability arising out of or imposed on them in course of contract or afterwards for the person(s) deployed by him.
- 3.6 The Contractor shall employ labor in sufficient number in order to complete work in stipulated time period. The Contractor shall employ no child labor on the work. If female labor is engaged, the Contractor shall make necessary provisions for safeguarding small children and keeping them clear of the site of operation.
- 3.7 The Contractor shall be responsible for payment of all wages, salaries, allowances and payments of whatever nature due and payable to the workman, staff, officers, and technicians engaged by him for the purpose of completion of the Contract.
- 3.8 The successful bidder will accept full and exclusive responsibility for Wages, PF, ESIC, Bonus, Medical, Leave, etc and any other obligations referred to under the law now and hereafter imposed by Central Govt/ State Govt/ Local Bodies for the person(s) deployed by the bidder. The successful bidder should accept full and exclusive responsibility of insurance of the persons deployed by him.
- 3.9 The contractor shall indemnify BORL against any payments to be made under and observance of the above mentioned various laws and rules. **The contractor shall pay to labour deployed at BORL, wages not less than the minimum wages as applicable or revised from time to time by respective state government or central government, whichever is higher.** In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be entertained by BORL on any account.

- 3.10 The successful bidder shall make regular and full payment of wages, salaries, PF and any other payments due to his employee(s) and furnish necessary proof.
- 3.11 It shall be entirely the responsibility of the successful bidder to ensure that no unlawful/ antinational act is committed by his person(s) while on duty. In case of loss of BORL's property due to negligence, carelessness or for any other reason, attributable to the person(s) deployed by the successful bidder, he will be responsible and shall make good the same.
- 3.12 The successful bidder shall be solely responsible for settling/ resolving any dispute/ claim of his/ her personnel during the pendency of the Contract. No liability shall accrue to BORL Ltd under any circumstances even after expiry of the contract.
- 3.13 Manpower deployed should have a decent behavior. Any misbehavior will lead to expulsion of erring staff. Staff shall not resort to resting in any form while on work.
- 3.14 Contractor shall be responsible for arranging alternate manpower incase of leave/OFF of deployed person. All workmen shall avail an OFF day after 48 hours of work in a week, alternative reliever to be provided in place of person availing OFF. It is to be noted that no extra cost will be paid for arranging reliever for off period of main person or in their absence; rate quoted in SOR should be inclusive of all relieving charges.**

4. RATE:

Rates must be submitted in the Schedule of Rates in section 4. Rates quoted shall include contractor deployed workmen salary, PF contribution by both employer & employee, insurance, labour accommodation, boarding and lodging, material, tools, appliance, transport, equipment, octroi, levies, contractor's supervision overhead and profit and all that are necessary for satisfactory performance of the job, other than materials supplied free by BORL. The rates quoted by the contractors shall remain firm. Amount of taxes & duties shall be mentioned in the offer. Owner shall reimburse the service tax and duties against production of documentary evidence(s) subject to a ceiling mentioned in offer.

The rates should be inclusive of all supervision charges for all the work mentioned in Scope of Work of this tender.

The rate should be inclusive of relievers provided for workmen deployed as mentioned in Scope of Work of this tender.

Amount indicated above towards taxes & duties shall be considered for evaluation. Rates shall be loaded with this amount for price comparison.

Contractor has to give documents as per relevant clause of taxation rules.

5. TRANSPORT:

Contractor shall arrange passenger vehicle at his cost for transportation of manpower, if needed so. Also contractor has to make his own arrangement for movement of manpower in the terminal.

6. PAYMENT TO WORKMEN:

The Contractor shall strictly comply with all provision of labour laws as applicable in Gujarat state. The contractor shall strictly follow all provisions of Minimum Wages Act (s) (central or state whichever is more advantageous to workers), contract labour (regulation & abolition) act

or any other act (s) applicable to workers in this area. The contractor must obtain license from the licensing authority. If minimum wages increases during the contract period the difference (new minimum rate) shall so be payable by contractor without any variation in contract rate. All statutory requirements related to labour law, Provident fund, ESIC, Factory act/ rules, labour act and as per relevant acts shall be complied by the contractor at his cost.

7. LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC:

The contractor must have a third party insurance and insurance for workman compensation. The policy should include holidays also. In case there is a failure of keeping the insurance policy in force the contract will be terminated without giving any notice to the contractor. In this case the contractor shall be liable for the consequential losses that VBPL will be subjected to. If the policy was not in force for the intervening period the contractor shall be required to renew it without any delay and he shall be liable for consequential losses for not renewing it in time.

8. SPLITTING OF CONTRACT:

BORL reserves the right to award the job by splitting the contract in parts into Part – A, Part – B & Part – C as mentioned in in Section-4 Schedule of Rates.

9. FACILITIES UNDER CONTRACTOR'S SCOPE:

- a) All workmen PF & Insurance coverage.
- b) PPE & Safety gears like helmets, safety shoes, aprons, safety belts, harnesses, tools and tackles, Elcometer(DFT Measuring device) etc..

10. STATUTORY OBLIGATIONS:

The Contractor shall follow and comply with following statutory obligations:

- a) It shall be the sole liability of the contractor (including the contracting firm / company) to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
- b) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month irrespective of release payment of bills by BORL for preceding months. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc., arising out of the disputes relating to the dues and employment of personnel deployed by him.
- c) The contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- d) The Contractor shall be liable to make payments to all his employees and shall comply with labour laws. If the owner, BORL as 'Principal Employer' is held liable to pay contributions, etc., under ESI act or any other legislation of Govt. or Court Decision, in respect of the employees of the Contractor, then the latter would reimburse BORL the amount of contributions so paid.
- e) The Contractor shall not at any time cause or permit any nuisance at the deployed work place and/or anything, which shall cause unnecessary disturbance or inconvenience to

owners, residents or damage properties and the public in general. The manpower deployed by the agency shall leave the premises after execution of the work.

- f) Contractor has to maintain all documents and certificates required as per:
The Contract Labour (Regulation & Abolition) Act - 1970 and Central Rules 1971
Minimum Wages Act
Payment of Wages Act
Maternity Benefit Act
The Factories Act, 1948
The Labour Welfare Fund Act 1972
Payment of Bonus Act, 1965
The Employees' Provident Fund and Miscellaneous Provision Act – 1952
Employee's Compensation Act – 1923
- g) Please refer Annexure I for documents to be maintained by contractor throughout the contract period.
- h) **HR Clearance from BORL HR Department:** Contractor has to submit documents listed in Annexure II for the service period to HR Compliance desk at BORL Bina and receive HR clearance for each service bill. BORL will retain a specified percentage (currently 20%) of bill amount till HR clearance is obtained by contractor. It is the sole responsibility of contractor to obtain HR Clearance from HR Compliance Desk at BORL, Bina.
- i) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and will give suitable direction for undertaking the contractual obligations.
- j) The Contractor shall not deploy any person below 18 years of age. The contractor shall submit the documentary proof for age of his employed personnel.
- k) Arrangement for commutation of his workers shall be made by contractor at his own cost.
- l) The Contractor shall make his own arrangement for housing himself and his staff outside premises. BORL shall have no obligation to provide any accommodation.
- m) The contractor shall submit monthly bill on prescribed form in duplicate to the Engineer-In-Charge. The payment shall be made on verification of Engineer-In-Charge.
- n) 20. The contractor shall ensure that the equipments/tools provided/used by him are clean and BORL/VBPL shall bear no cost for cleaning of equipments/ tools.

11. SAFETY & WORK PERMIT SYSTEM

- 11.1 The vendor has to follow the BORL/COT work place safety system and Work permit system during the execution of the work. Late & extended working is permitted with due permission from the BORL/COT EIC, however work place housekeeping & labour discipline has to be maintained by vendor during all times. All the workers / supervisors must wear mandatory safety PPEs i.e boiler suit, safety helmets, safety shoes, safety goggles, safety harness, hand gloves etc. All the required PPEs for the job have to be

provided by the contractor to the workers. No workers will be allowed to work without compliance of mandatory PPEs. Workers are also required to undergo mandatory safety trainings provided by the BORL safety department and keep record of the same.

- 11.2 All debris, scrap, packaging waste generated from the site has to be dumped in the approved dump area within the work site. Contractor has to make sure proper housekeeping of work area during work and at the end of each day. No material shall be allowed to be taken out of premises, unless specifically approved by BORL. The vendor has to ensure that the building floor is not damaged by any chemicals / coating / scaffolding etc. Any damage occurred has to be repaired by the vendor free of cost before demobilization from the site.

12. SECURITY:

The contractor shall follow all security rules as may be framed by VBPL from time to time regarding removal of material from site, issue of identity cards, control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measures imposed by the Engineer-In-Charge or his duly authorized representative from time to time. Contractor has to ensure that all the workers must have valid identity proof and passport size photographs with them. They must be medically fit for the job and contractor has to submit the medical fitness certificate from medical practitioner/ approved doctor if required by Engineer In-Charge.

The Contractors' personnel shall not disclose any information or drawings furnished to him by VBPL. Any drawings, records and other information's prepared by the contractor or by VBPL or jointly by both for the execution of the works shall not be disclosed without the prior approval of the engineer. No photograph of the sub -station or any other place within the premises of VBPL shall be taken without the prior approval of the Engineer-In-Charge.

Contractor shall make itself fully conversant with the locations and the type of job to be carried out therein so that he clearly understands the scope of work and assess the requirement of resources to complete the work in scheduled time. He shall contact the Engineer-in-charge (EIC) or his representative for this purpose.

BORL reserves the right to off load part or total quantum of the job depending upon the exigencies.

Contractor shall follow the approved safety plan for all critical jobs; as directed by EIC, e.g. work at height, underground earth work in excavation hot jobs in unit area etc.

13. MOBILIZATION TIME:

CONTRACTOR shall mobilize required resources at job site within 07 days from the date of purchase order.

14. ELECTRICITY AND WATER:

Electricity and water shall be provided by BORL free of cost from a point at closest distance. Further distribution of electricity and water shall be in contractor's scope.

15. CONTRACT VALUE & QUANTITY VARIATION:

The quantity mentioned in the SOR is tentative and may vary. However, the payment shall be based on the actual site measurement.

16. TERMS OF PAYMENT

MOBILISATION ADVANCE:

No mobilization advance is payable.

SECURED ADVANCE ON MATERIALS:

No secured advance is payable.

PAYMENT TERMS:

- i. The payment shall be made through running account bills on completion of job in all respects and final acceptance by Engineer In- Charge. BORL, Bina will make payment to contractor within 30 days from the date of submission of bill by Contractor.
- ii. 10% security deposit on accepted value (Inclusive of taxes) of tender as per Clause 17 of Special Conditions of Contract (Section 2) will be considered as retention amount and this security deposit will be released only after satisfactory completion of the Defect Liability Period as per Clause 56 of General Conditions of Contract (Section 3).
- iii. Payment for the last bill as well as release of Security Deposit if any will be subject to fulfillment of all the terms and conditions of the contract to the entire satisfaction of VBPL. VBPL reserves the right to hold the last payment and Security Deposit till the successful bidder completes the pending job if any, to the entire satisfaction of VBPL.
- iv. If the work carried out by the successful bidder is not satisfactory, VBPL shall hold such bills till satisfactory services are provided.
- v. Any amount due from the successful bidder to VBPL will be recovered from his running account bills.

Rates/ prices shall be inclusive of reliever charges, working on all days as per requirement mentioned in Scope of Work, labor charges, supervision, tools as mentioned in Scope of Work, transportation charges, cost of cleaning equipment/tools as mentioned in Scope of Work, cost of safety equipment, Personal Protective Equipments, statutory fees, excise duties, work contract tax, sales tax, customs duties, octroi duty, permit charges, transportation, royalty and delivery charges and any other taxes applicable for work at BHARAT OMAN REFINERIES LTD. No extra payment shall be payable at later date.

17. ESCALATION:

No escalation is applicable throughout the contract period.

18. SECURITY DEPOSIT:

- 18.1 A sum of 10% of the accepted value of the tender shall be deposited by the person/ persons (hereafter called the Contractor) as security deposit with the Owner. This may be deposited initially at 2.5% of the value of contract (referred as initial Security Deposit) within 10 days of receipt by him of the notifications of acceptance of tender and the balance 7.5% will be recovered in installments through deductions at the rate

- of 10% of the value of each running account bill till the total security deposit amount is collected, after which no further deductions from bills will be made on this account, subject to clause 17.4 & 17.5 of Special Conditions of Contract.
- 18.2 The earnest money deposited with the tender shall be adjusted towards security deposit, provided, it is furnished by demand draft only. Alternatively, the contractor may, at his option, deposit the full amount of 10% of the accepted value of the tender towards the security deposit within 10 days of receipt by him of the notifications accepting his tender.
- 18.3 Contractor can furnish the security deposit amount through a demand draft/Bank Guarantee from schedule 'A' Bank in the form prescribed which would be provided on contractor's request when purchase order is issued.
- 18.4 If the Contractor / subcontractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit if recovery from other sources is not possible.
- 18.5 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deductions or sale of aforesaid. The contractor shall within ten days thereafter make good in cash, bank draft or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or realized by sale of his security Deposit, or any part thereof. No interest shall be payable by the Owner from sum deposited as security deposit.
- 18.6 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit.
- 18.7 The Bank Guarantee towards Security Deposit shall be kept valid till three months after the expiry of the Defect Liability Period and thereafter satisfactory completion/rectification of defects formed within the Defect Liability Period as mentioned in Clause 56 of General Conditions of Contract and after making necessary adjustment for any defect left unattended, the security deposit in Cash or Bank Guarantee as applicable shall be released.

19. INSURANCE:

- 19.1 The insurance shall protect the Contractors against all claims applicable under the Workman's Compensation's Act, 1923. Contractor shall arrange necessary insurance cover for any persons deployed at BORL even for short duration. BORL shall not entertain any claim arising out of mishap, if any that may take place.

19.2 The contractor shall prove to the Engineer-In-Charge from time to time that he has taken out all the insurance policies required as per the contract and General Condition of Contract clause and he has insurance policy under the Workman and Compensation Act – 1923 and paid the necessary premium for keeping policies alive up to the completion of work. In case he fails to take the insurance policies as described above, action shall be taken by the Engineer-In-Charge as per the contract provisions.

20. SUPERVISION:

The contractor/ contractor's representative shall supervise to control, and give direction to the staff for carrying out the contractual obligations.

21. WAGES OF EMPLOYEES:

The contractor is liable to ensure payment to the employees in accordance with minimum wages act / labour laws as applicable at respective locations. Contractor shall strictly comply with all provision of labour laws as applicable in respective states. **The contractor shall strictly follow all provisions of Minimum Wages Act (s) (central or state whichever is more advantageous to workers), contract labour (regulation & abolition) act or any other act (s) applicable to workers in this area.** The contractor must obtain license from the licensing authority. If minimum wages increases during the contract period the difference (new minimum rate) shall be payable by contractor without any variation in contract rate. Payment of Bonus Act, Employees Provident Fund Misc Provision Act etc are to be followed.

The contractor shall include in his rates the above requirement as per statutory norms. The rates quoted shall remain firm during the period of the contract. BORL shall remain indemnified against all or any claims put forth by any statutory agencies or third party on the above.

The Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations, Labour laws, Minimum wages act, etc. as per the government regulation.

Contractor shall make necessary reliever arrangement for holidays, week offs/ leaves where ever necessary.

All statutory requirements related to labour law, Provident fund, ESIC, Factory act/ rules, labour act and as per relevant acts shall be complied by contractor at his cost.

Contractor has to make wage payment to each worker deployed by him separately by 7th of each succeeding month.

22. PPE:

The Contractor will be required to provide the staff with Personal Protective Equipments (PPE)/ shoes, hard hat, hand gloves, mask, safety belt, boiler suit, safety harness etc. The staff should be neat and tidy in appearance and always. Staff should be physically fit and free from any disease, injury or illness, contagious or otherwise, in order to ensure that health, hygiene and clean service are maintained. List of PPEs to be provided by contractor are:

Penalty will be applicable as per Section 2 Special Conditions of Contract, Clause 25 if requirements are not met as per Section 2 Special Conditions of Contract, Clause 21

23. CONDITIONS OF WORK:

Efficiency, promptness, quality service, good behavior, courtesy and politeness of the contractor and his staff are the essence of the contract. The Contractor / his representative is required to supervise in person on a daily basis all the work and services at the BORL Office premises. In case contractor is unable to provide requisite manpower as described in the scope of work, penal charges shall be levied as per Special Conditions of Contract Clause 25. The Contractor shall carry out work as per the conditions of Contract.

24. MISCONDUCT:

If at any time during the tenure of the Contract it is noticed that workmen / supervisor employed by the Contractor are not qualified enough or inefficient in performing duties or for other reasons of misconduct or otherwise are not desirable to be engaged in executing the work, the Contractor shall not continue to deploy them in the VBPL/BORL premises. The Contractor shall keep VBPL/BORL indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by the Contractor or his employees.

25. CONTRACT PERIOD:

The contract will be valid for a period of **12 months** from the date of issue of purchase order. Not with standing anything contained in other clauses of the Tender documents, if against any item during the period of Contract it is observed that the services are not being rendered to the entire satisfaction of BORL, the Company will have the right to terminate the Contract after satisfying itself about the Contractor's inability / unwillingness to render requisite services or for other reasons. The decision in this regard will be final and binding on the Contractor.

26. PENALTY:

A penalty of Rs. 100/- per day per location per staff in case personnel deployed are not found in proper PPE (Section-2, Special conditions of contract, Clause 21).

27. CANCELLATION OF CONTRACT IN FULL OR PART:

If contractor:

- i. At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge or
- ii. Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge or
- iii. fails to complete the works or items of work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv. shall offer or give or agree to give to any person in BORL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any acting relation to the obtaining or execution of this or any other contractor for BORL or

- v. Shall enter into a contract with BORL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Engineer-in- Charge; or
- vi. Shall obtain a contract with BORL as a result of wrong bidding or other non bonafide methods of competitive bidding; or
- vii. being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors ; or
- viii. Being a company, shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
- ix. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or
- x. Assigns, transfers, sublet (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise part with the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- xi. The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue here after to BORL, by a notice in writing to cancel the contract as whole or only such items of work in default from the contract.

The Engineer-in-Charge shall on such cancellation by the Accepting Authority have powers to:

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon, and/ or
- b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed the loss of damage suffered by BORL. In determining the amount credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by BORL in completing the works or part of the works or the excess loss or damages suffered or may be suffered by BORL as aforesaid after allowing such credit shall without prejudice to any other contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractors shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials,

constructional plant, implements, temporary building etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to BORL and unsold materials, constructional plant, etc. shall be returned to the contractor provided always that if cost or anticipated cost of completion by Government of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefits shall not accrue to the contractor.

28. LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC.

The contractor must have third party insurance and insurance for workman compensation. The policy should include holidays also.

In case there is a failure of keeping the insurance policy in force the contract will be terminated without giving any notice to the contractor. In this case the contractor shall be liable for the consequential losses that VBPL will be subjected to.

If the policy is not in force for the intervening period the contractor shall be required to renew it without any delay and he shall be liable for consequential losses for not renewing it in time.

29. TAX AND DUTIES:

Income tax/ WCT and any other statutory deductions at the prevailing rate will be deducted from Contractor's bills as per Income Tax Act/ other statutory laws.

Service Tax or GST whichever applicable at the time of generating the bill shall be reimbursed to the contractor at actual against submission of valid documents for service tax/ GST as mentioned in following paragraph to the satisfaction of owner.

- a) Name and address of contractor
- b) Service tax registration number/ STC No. or GST registration number, HSN code, SAC code etc.
- c) Sr.No. of the invoice/ bill/ challan
- d) Date of issue
- e) Description and value of input service
- f) Service tax or GST paid/ payable

Rates quoted should be inclusive of GST.

In case of contradiction between Scope of Work, GCC, Special Conditions of Contract (SCC) and Schedule of Rates, the following shall prevail in order of precedence:

- i. Purchase Order
- ii. Special Conditions of Contract & Scope of Work
- iii. General Conditions of Contract (GCC)

30. DETAILS OF LOCATION:

Vadinar Dispatch Terminal (Part A of Schedule of Rates):

Bharat Oman Refineries Limited,
Vadinar Bina Pipeline,

Crude Oil Terminal,
Village-Vadinar,
District – Jamnagar (Guj) - 361010

Bina Receipt Terminal (Part B of Schedule of Rates):

BHARAT OMAN REFINERIES LTD
Crude Receipt Terminal (CRT) , VBPL
Village Agasod, Bina, District Sagar,
Madhya Pradesh- 470124

IP-2 (Part C of Schedule of Rates):

BHARAT OMAN REFINERIES LTD
INTERMEDIATE PIGGING STATION-2, VBPL
SANDAVATA, TEHSIL-SARANGPUR,
DISTRICT—RAJGARH, MADYA PRADESH
PIN-465687

31. SUBMISSION OF BID:

Please send sealed offer duly signed terms & conditions attached in this tender on BORL e tendering portal by the final due date mentioning “VBPL: Tender for Painting of Pipeline and Structures at Various Locations of VBPL” & Tender Document No.: VBPL/O&M/2020-21/08 on cover should reach on or before due date:

The bid should be prepared by the bidder and shall be submitted in two parts viz

Part I and Part II in separate sealed envelopes:

a. Part I - Comprising of following documents:

Techno Commercial / Un-priced Bid (Original) in a separate sealed envelope.

b. Part II - Comprising of the following documents:

Priced Bid (Original) in separate sealed envelope.

Offer complete in all respects should reach our office on or before the DUE DATE AND TIME. No extension in the bid due date and time shall be considered on account of delay in respect of quotation. Any bid received after the bid due date shall not be considered.

Earnest Money Deposit (EMD): Demand Draft in favour of “Bharat Oman Refineries Limited” Payable at Bina, MP to be submitted against EMD amount of **Rs 1,30,000/- (Rs. One Lakh thirty Thousand only)** along with the bid. No interest shall be payable by BORL on EMD amount.

The DD shall be put in separate envelope and to be subscribed at top of envelop as “EMD” along with Tender ref no. & subject.

32. INVOICING ADDRESS:

For Gujarat:
Bharat Oman Refineries Limited

Crude Oil Terminal, Singach Char Rasta
Vadinar, District: Jamnagar, Gujarat, India 361010
GSTIN: 24AABCB7084M1ZF

For Madhya Pradesh:
M/S Bharat Oman Refineries Ltd.
P.O & Vill - Agasod, Bina
Dist - Sagar, MP, Pin- 470113
GSTIN: 23AABCB7084M1ZH

33. INVOICE TO BE SENT:

Sr. MANAGER OPS (I/C) – VBPL
VBPL Vadinar Operations,
Bharat Oman Refineries Ltd.
Singach Char Rasta, Vadinar PO,
Jamnagar, Gujarat- 361010

34. VALIDITY OF THE OFFER:

Six months from bid due Date

35. ENGINEER- IN – CHARGE:

A representative of VBPL shall be nominated as Engineer -In- Charge. Certification of bill shall be carried out by Engineer-In-Charge and bill shall be processed from Vadinar.

36. SUB-CONTRACTS:

The contractor shall not sublet the whole or any part of the work to sub-contractor.

37. EARNEST MONEY DEPOSIT (EMD):

EMD of **Rs. 1,30,000/-** (Rupees One Thirty Thousand only) is required to be submitted along with the tender quote. The BIDDERS shall ensure that the EMD is in the form of **Demand Draft**, drawn in favor of “**Bharat Oman Refineries Limited**” payable at **BINA**, from any Branch of Indian Nationalized Banks.

It should be delivered at below address along with Tender Quote to the following address so as to reach on or before the due date & time of the tender:

**Chief Manager maintenance,
1st Floor, Chaps Estate, Near Tara Towers
Karamsad Vidyanagar Road, Karamsad
Anand, Gujarat- 388325**

BORL will not be responsible for non-receipt of EMD due to postal delay/ loss in transit etc. **Bid received without EMD, is liable to be rejected.**

EMD shall be valid for period of 3 months from the date of submission of bids.

Alternatively NEFT payment may be done to BORL bank account, details are as below:

BHARAT OMAN REFINERIES LIMITED
STATE BANK OF INDIA
SARVODAYA CHAURAH
BINA, DIST. SAGAR (MP) - 470113
MICR CODE: 470002101
ACCOUNT NO. :32182313019
IFS CODE : SBIN0001427

38. EMD FOREFEITURE AND RETURN OF EMD:

EMD submitted shall be returned on finalization of the order. No interest on this EMD is payable.

EMD will be forfeited in the event of:

- Withdrawal of offer while the offer is under consideration during the offer validity period.
- Bidder not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- Any unilateral revision made by the Bidder during the validity period of the offer.

39. LIQUIDATED DAMAGES DUE TO DELAY:

Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of contract.

40. DEFECT LIABILITY PERIOD:

The defects liability of work shall be applicable as per clause 56 of General Conditions of contract.

41. MANUFACTURER'S GUARANTEE

Contractor has to give guaranty for a period of 3 years from the date of painting on Rs.100/- Stamp paper in the standard format (**Attached as Annexure IV**) which shall be filled & submitted on award of contract. If painting is found damaged during annual inspection in the liability period, the contractor shall repair/repaint the same free of cost.

The painting agency mentioned in the agreement will be the authorized representative of the manufacturer of the paint used for painting.

In case of contradiction between Scope of Work, GCC, Special Conditions of Contract and Schedule of Rates, the following shall prevail in order of precedence:

- i. Purchase Order
- ii. Special Conditions of Contract & Scope of Work
- iii. General Conditions of Contract

42. GST Clause

Bidder to note that If any new tax is introduced on sale of goods/services in lieu of one or more of the existing taxes or as a new tax altogether and the rate and /or impact of the new taxes is less than the rate and/or impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by way of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the existing taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date.

Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, excise duty in case of purchase from traders, entry tax/Octroi, etc. (if applicable) also needs to be considered.

The vendor shall take steps, viz. uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. In case of any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

GST Registration details shall be furnished by the bidder along with his Bid.

SECTION 3**GENERAL CONDITIONS OF CONTRACT****1. EARNEST MONEY DEPOSIT:**

The tenderer shall be required to submit/ deposit earnest money for the sum indicated in Clause 36, Special Conditions of Contract. The earnest money deposit shall be returned to the unsuccessful tenderer/s within two months after due date for opening of the tender. The earnest money deposit of the successful tenderer can be converted to security deposit, if required. No interest will be payable on earnest money deposit. The tenderer must submit/ deposit earnest money as given in the notice for invitation of tender, failing which the tender is liable to be rejected.

2. CLARIFICATIONS IN BID DOCUMENTS:

Clarification, if any, can be obtained from:

Executive Ops.(Pipelines),VBPL - Vadinar
Email: ayushanand@bharatpetroleum.in

Sr. Manager (I/C), Ops., VBPL Vadinar
Email: maladelagaria@bharatpetroleum.in

3. AMENDMENT OF BIDDING DOCUMENT:

BORL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum/ Corrigendum during the bidding period and subsequent to receiving the bids. Any Addendum/ Corrigendum thus issued shall become part of Bidding Document and Bidder shall submit 'Original' Addendum/ Corrigendum duly signed and stamped in token of his acceptance.

For Addendum/ Corrigendum issued during the bidding period, Bidder shall consider the impact in his bid.

For Addendum/ Corrigendum issued subsequent to receiving the bids.

Bidder shall follow the instructions issued along with Addendum/ Corrigendum with regard to submission of impact on quoted price/ revised price, if any.

4. BID VALIDITY: As per covering letter.**5. COST OF BIDDING:**

All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and the BORL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

BORL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during the bidding process.

6. APPLICABLE LANGUAGE:

The bid and all correspondence incidentals to and concerning the bid shall be in English Language.

7. DEVIATION:

No deviations are acceptable.

8. DOCUMENTS COMPRISING THE BID:

Bidder shall arrange his bid in single part. All corrections and alteration in the entries of bid papers will be signed in full by the bidder with date. No erasures or over-writings are permissible. Bid by Company or Corporation registered under the relevant companies act shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the bid.

The bid will shall comprise of all the documents in bid including General Terms & Conditions with

Annexure, Scope of Work, Special Conditions of contract, drawings, SOR (Schedule of Rates) duly filled in with sign and seal etc. Rates/ amount must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and/ or any variation in item description, unit or quantity is noticed, the bid may be rejected. EMD will also be enclosed in the envelope.

Bidder shall quote rates both in figures as well as in words. Tender document should be signed & sealed on each & every page.

9. NEGOTIATION:

In the opinion of BORL, if the total price or certain item rates quoted by the Bidder are considered high, BORL may invite Bidder for price negotiation. Bidder shall attend such negotiation meetings, and if requested by BORL, shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

10. AWARD OF WORK:

The Bidder, whose bid is accepted by BORL, shall be issued Fax of Acceptance/ Detailed Letter of Acceptance/ Purchase Order (FOA/ DLOA/PO). Bidder shall confirm acceptance by returning a signed copy of the FOA/ DLOA/PO.

11. RATES AND PRICES:

The rates will be firm and taxes shall be dealt as per clause 29 of GCC. All rates/ prices as agreed at the time of award of contract shall remain firm during the entire period of contract and till all the contract work is completed and no escalation in prices shall be granted on account of any reason.

The payment will be released based on the actual quantum of the work carried out. BORL has the sole right to delete or increase the quantity of any item or delete completely any or all the items.

No additional charges on account of transportation of men and material, lunch, tea, conveyance will be given.

12. SECURITY DEPOSIT

As mentioned in Clause 18 of Special Conditions of Contract

13. EVALUATION OF PRICE BID:

- i. The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the standard SOR format. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:
 - a. When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
 - b. When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder shall be taken as correct.
 - c. When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted and amount reworked.
- ii. To arrive at the evaluated price, wherever applicable, loading on total quoted price shall be done based on the information furnished by the Bidder. However, no uncalled or voluntary rebate offered shall be considered for evaluation
- iii. In case a Bidder does not quote for all the items of SOR, the offer is liable for rejection.
- iv. In case it is noticed that the total amount or individual rates quoted by the Bidder for any item(s) is unusually high or unusually low, it will be sufficient cause for rejection of his bid unless the BORL is convinced about the reasonability after scrutiny of the analysis for rates to be furnished by the Bidder (on demand).
- v. Process to be confidential
Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence the BORL's processing of bidding or award decisions may result in rejection of such Bidder's bid.

14. RIGHT OF BORL TO ACCEPT OR REJECT BID:

- a) The right to accept the bid will rest with the BORL, The BORL, however, does not bind itself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever.
- b) The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.
- c) Bids in which any of the particulars and prescribed information are missing or are incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected.
- d) Canvassing in connection with bids is strictly prohibited and bids submitted by the bidder who resort to canvassing will be liable to rejection.
- e) Bid containing uncalled for remarks or any additional conditions are liable to be rejected.

15. CONTRACT DOCUMENT:

The successful Bidder shall be required to execute a formal Agreement as per the Form of Contract in annexure, with the BORL within specified period. For execution of the Agreement, Stamp Paper of appropriate value shall be provided by the successful bidder after ascertaining

its value. Till the time the Contract is executed between BORL & selected Bidder, the Detailed Letter of Acceptance along with following documents shall be deemed to constitute the Contract:

- i. Detailed Letter of Acceptance/ PO (Purchase Order)
- ii. Statement of agreed variations, if any
- iii. Amendment/ Addendum/ Corrigendum to the stipulations of the Bidding Document in consolidated form.
- iv. Schedule of Rates
- v. Techno-commercial Documents as enclosed in tender.
- vi. Any other document deemed necessary.

16. SITE:

Vadinar Bina Pipeline is laid from Vadinar, Dist. Jamnagar (Gujarat) to Bina, Dist Sagar (Madhya Pradesh).

Please refer Clause 30 of Special Conditions of Contract (SECTION-2) for locations where service is required.

17. VISIT TO SITE:

Before bidding, the contractor shall have visited and examined the site and satisfied himself as to the nature of the existing roads or other means of communication and character of the soil and of the excavations, the correct dimensions of the work and the facilities for obtaining any articles filled in the contract document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.

No extra charge made in consequences of any misunderstanding or incorrect information on any of these points, or on the ground of insufficient description, will be allowed. Should the contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the contract document, or to be in doubt as to their meaning, he shall bring the questions to the attention of company's authorized representative before the last date of submission of the bid.

18. POSSESSION:

The contractor shall be allowed admittance to the site on the "**Date of Commencement**" and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the "**Date of completion**" subject nevertheless to the provision for extension of time.

19. SCOPE OF WORK:

Please refer Scope of Work of this tender and Schedule of rates.

20. CO-ORDINATION WITH OTHER AGENCIES:

During the tenure of the contract the contracting agency has to co-ordinate the work with other agencies working inside or outside the BORL Office building. Also in case of emergency or major problems the contractor has to provide complete support and assistance to any other agency working at site as per requirement.

21. LABOUR:

Bharat Oman Refineries Ltd will have no liability whatsoever concerning the persons deployed by the bidder for the purpose. The successful bidder shall keep BORL indemnified against all losses or damages or liability arising out of or imposed on them in course of contract or afterwards for the person(s) deployed by him.

The Contractor shall employ labor in sufficient number as per contract. The Contractor shall employ no child labor on the work. If female labor is engaged, the Contractor shall make necessary provisions for safeguarding small children and keeping them clear of the site of operation. The Contractor shall be responsible for payment of all wages, salaries, allowances and payments of whatever nature due and payable to the workman, staff, officers, and technicians engaged by him for the purpose of completion of the Contract.

The successful bidder will accept full and exclusive responsibility for Wages, PF, ESIC, Bonus, Medical, Leave, etc and any other obligations referred to under the law now and hereafter imposed by Central Govt./ State Govt./ Local Bodies for the person(s) deployed by the bidder. The successful bidder should accept full and exclusive responsibility of insurance of the persons deployed by him.

The contractor shall indemnify BORL against any payments to be made under and observance of the above mentioned various laws and rules. The contractor shall make payments to the labour deployed at BORL on 7th of each month, the wages and salary for the previous month at BORL Office. The contractor shall pay to labour deployed at BORL, wages not less than the minimum wages as applicable or revised from time to time by statutory authorities. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be entertained by BORL on any account.

The successful bidder shall make regular and full payment of wages, salaries, PF and any other payments due to his employee(s) and furnish necessary proof.

The contractor shall provide the necessary sets of uniform for their staff for winter and summer including Raincoat/ PVC protective covering or umbrella during rains. All safety equipments like safety shoes, gumboots, safety belt and helmet shall be provided by the contractor.

It shall be entirely the responsibility of the successful bidder to ensure that no unlawful/ antinational act is committed by his person(s) while on duty. In case of loss of BORL's property due to negligence, carelessness or for any other reason, attributable to the person(s) deployed by the successful bidder, he will be responsible and shall make good the same.

The successful bidder shall be solely responsible for settling/ resolving any dispute/ claim of his/ her personnel during the pendency of the Contract. No liability shall accrue to BORL Ltd under any circumstances even after expiry of the contract.

Manpower deployed should have a decent behavior. Any misbehavior will lead to expulsion of erring staff and replacement by suitable person. Staff shall not resort to resting in any form while on work.

22. SUB-CONTRACTS:

The whole of the work included in the contract shall be executed by the contractor to whom the work is entrusted and the contractor shall not directly or indirectly transfer, assign or undulate the contract or any part share thereof or any interest therein, without the prior written consent of the Employer/ BORL and no undertakings shall relieve the contractor from the full and entire responsibilities of the contract or from active superintendence of the works during the progress.

23. LABOUR REGULATIONS:

The Contractor will comply with, carry out, observe and perform all the provisions of the contract labour (Regulations and Abolition Act), the minimum wages Act, the payment of wages Act, the worker's Compensation Act, Employees provident fund and miscellaneous provision Act, Employees State Insurance Act, Maternity Benefit Act, and all other applicable Act, laws, rules, regulations and orders as may be in force from time to time. Any amendments/ modifications thereof or any other law relating thereto and rules made there under from time to time. License from the Licensing Authority under the Contract Labour (R&A) Act and Contract Rules framed hereunder and produce the same to the authorized representative of BORL Ltd., whenever asked to do so. The successful bidder shall comply with all Acts, Laws under CL(R&A) ACT 1970 and EPF & ESI ACT, Payment of wages act, Minimum wages act or other Statutory Rules, regulations with their latest amendments, by- laws applicable or which might become applicable at BINA with regard to the performance of the work included herein or touching this Contract, from time to time and take such necessary steps as may be deemed necessary in this regard. The successful bidder shall keep BORL indemnified against all penalties, claims and liabilities of every kind for any violation of such Acts, Laws or Regulations etc him/ her, his/ her agent or his/ her staff.

24. STATUTORY REQUIREMENTS:

- i. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- ii. The contractor will be fully responsible for complying with the provisions of workmen's compensation Act and shall ensure safe working conditions for his workers as well as workers of his sub-contractors/ agencies etc.
- iii. The contractor shall comply with provisions of payment as per the following acts: Payment of wages Act, 1936; Workmen's compensation Act, 1923; Industrial Dispute Act, 1947; Minimum wages Act, 1948; Employees state Insurance Act, 1948; Maternity Benefit Act, 1961; Mines Act, 1952; MP Cess Act (BOCW Act) or Provident Fund act. Any amendments/ modifications thereof or any other law relating thereto and rules made there under from time to time.

25. ARBITRATION:

- i. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the BORL against the Contractor or regarding any right, liability, act, omission, or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitration of the Managing Director of Bharat Oman Refineries Ltd., or

of an Officer of Bharat Oman Refineries Ltd. who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company or that in the course of his duties as an Officer of the Company he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may at the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Corporation, if the Managing Director does not designate another person to act as arbitrator on such transfer or vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act and Conciliation Ordinance, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- ii. The award shall be in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time as the Sole Arbitrator shall in writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protect thereto under any circumstances whatsoever.
- iii. The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- iv. The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- v. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet arbitrators expenses whenever called upon to do so.
- vi. The language of the proceedings will be English and the place of proceedings will be Bhopal.

26. JURISDICTION:

This agreement shall be deemed to have been made in Bina and shall be construed to the Laws of India and the performance by the Contractor or any Contract on his part herein contained shall be considered due in Bhopal for the purpose of jurisdiction.

27. FORCE MAJEURE:

Neither BORL nor the Contractor shall be considered in default in performance of this obligations hereunder, if such performance is prevented or delayed because of war, strike, hostilities, revolution, civil commotion, epidemic, fire, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God. Any delays in or failure of the performance of either part hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt. authorities, compliance's with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The contractor shall keep records of the circumstances referred to above and bring these to the notice of Engineer-in-Charge in writing immediately on such occurrences.

28. DOCUMENTS TO BE MAINTAINED AT SITE:

Successful bidder shall keep record of inventory/ materials and store. Successful bidder shall ensure that daily log report of all the works/ jobs carried out and the inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of BORL. This daily log report should be checked and counter signed by the successful bidder on monthly basis and produced before the office in charge of BORL whenever asked to do so. Daily progress report in a format approved by BORL will be submitted at to BORL engineer-in-charge on daily basis. A monthly report of all the works/ job carried out during the month will be submitted at to BORL engineer-in-charge on monthly basis. Bills without this monthly report will not be entertained. The stationary required for the maintaining these work-records (Inventory and log reports) shall be provided by the contractor.

29. INCOME TAX, WORKS CONTRACT TAX, SALES TAX, MISCELLANEOUS PAYMENTS:

The rates will be firm and inclusive of all types of taxes, levies, cess and duties etc including MP/ Gujarat VAT on Works Contract – WCT) but exclusive of service tax. Service Tax shall be reimbursed by BORL on submission of original documents by contractor.

All rates/ prices as agreed at the time of award of contract shall remain firm during the entire period of contract and till all the contract work is completed and no escalation in prices shall be granted on account of any reason.

The payment will be released based on the actual quantum of the work carried out. BORL has the sole right to delete or increase the quantity of any item or delete completely any or all the items. No additional charges on any account including transportation of men and material, lunch, tea, conveyance will be given.

All sales or any other taxes, excise duty or any other duty in respect of this contract, the contractor shall pay prevailing at the time of the bid or at a later stage. No claim in this respect will be entertained by the BORL.

30. IMPLEMENTATION OF SAFETY REGULATIONS:

The contractor shall at his own expense arrange and comply with all safety provisions as stipulated by the company/ Bureau of Indian Standards/ the Electricity act/ Factory act/ OISD

and other acts as applicable, in respect of all personnel, directly or indirectly employed by contractor for the work. The contractor shall ensure that he, his sub-contractor and workers employed by him shall comply with all fire/ safety/ health regulations issued from time to time by the company.

If he fails to do so, his failure will be breach of the contract and Engineer-in-charge may, at his discretion, stop all works or cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the safety requirements. Should any injury to people or loss or damage due to fire/ or accident to any property or a portion thereof occur as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

31. ENTRY REGULATION TO WORK SITE:

The contractor will follow BORL permit system for his work and gate pass system for entry/ exit of his workers/ materials in practice or imposed during execution of contract

32. EMPLOYMENT OF LOCAL LABOUR:

The Contractor shall ensure that local labour, skilled and/ or unskilled, to the extent available, shall be employed in this work.

33. TIME OF PERFORMANCE:

The work covered by this contract shall be commenced within one month after the receipt of the letter of acceptance of bid or date of handing over of site whichever is later. The work shall be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The Contractor should bear in mind that time is the essence of this agreement unless such time is extended. Request for revision of Completion time after bids are opened will not receive consideration.

34. TIME SCHEDULE OF COMPLETION:

The general time schedule of completion is given in bid documents. Contractor should prepare a detailed monthly and weekly execution program jointly with the Engineer-in-Charge within ten days of receipt of Letter of Intent or acceptance of bid. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge. Refer clause 62 of GCC for completion time period.

35. LIQUIDATED DAMAGES DUE TO DELAY:

Please refer Clause 24 Special Conditions of Contract.

36. EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-charge within 10 days of the date of hindrance on

account of which he desirous such extension. The Engineer-in-charge shall authorize such extension of time if in his opinion (which shall be final) be necessary or proper and reasonable grounds have been shown thereof.

In the event of extension of time of the Contract, if granted, the contractor shall be required to extend the period of Bank Guarantee if submitted towards Security Deposit/ Insurance policies etc. suitably without any cost to BORL.

37. ON DEMISE OF THE CONTRACTOR:

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the BORL shall have the option of terminating the contract without compensation to the contractor.

38. WATER SUPPLY:

BORL shall provide water for drinking at one point; contractor shall make his own arrangement for supply of water for his manpower from designated location.

39. POWER SUPPLY:

Power shall be supplied by owner and connection up to working place from main supply shall be done by the contractor.

40. LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:

The owner (i.e BORL) will, at his discretion and convenience and for the duration of the execution of the work, make available, land for construction of Contractor's field office, godowns, workshop and fabrication yard required for the execution of the contract. The contractor shall at his own cost, construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer- in-Charge.

The BORL, at his discretion may allot the existing shed/store room (if available) for the purpose of storing materials / equipments and executing the work as per the contract. However on completion of the job the shed/room allotted shall be vacated and hand over the same to the representative of the BORL in the clean condition.

On completion of the works undertaken by the Contractor, he shall remove all temporary works/shed erected by him and have the site cleaned as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements the Engineer-in-Charge may at the expenses of the Contractor remove such surplus and rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the BORL reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving 7 days notice on security reasons or on material interest otherwise.

41. SAFETY STANDARDS FOR TEMPORARY BUILDINGS:

Temporary buildings, sheds, etc shall be constructed in conformation with the safety and security regulations as regards location and type of structure. The contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage.

42. RIGHT OF BORL TO DETERMINE/ TERMINATE CONTRACT:

BORL shall, at any time be entitled to determine and terminate the contract. If in the opinion of the BORL the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the BORL to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the BORL.

43. RIGHT OF BORL TO DETERMINE THE COMPENSATION/ RETENTION OR PART CONTRACT:

Should the contract be determined under above mentioned clause for cancellation in full or part and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the BORL shall consider and admit such claim as a deemed, fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The BORL's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

If, at any time, there should be evidence of any lien or claim for which the BORL might have become liable and which is chargeable to the contractor, the BORL shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify for the BORL against such lien or claim. If such lien or claim be valid the BORL may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remains unsettled after all payments are made, the contractor shall refund or pay to the BORL all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable reasons.

44. CANCELLATION OF CONTRACT IN FULL OR PART:

Please refer Clause 26 of Special Conditions of Contract.

45. SUSPENSION OF WORK:

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety therefore for any of the following reasons:

- a) on account of any default on the part of the contractor or;
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor or ;
- c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

46. TYPOGRAPHICAL OR CLERICAL ERRORS:

The BORL's clarification regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

47. OFFICE ACCOMODATION AT SITE:

The contractor shall provide and maintain an office at the site at his own cost for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices or other communications.

48. EQUIPMENT AND STAFF ASSISTANCE FROM THE CONTRACTOR:

Theodolite, levels, plumb bobs, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of their contract as instructed by BORL.

49. WORK DURING NIGHT:

The contractor shall not carry out any work between sunset and sunrise without the prior permission of the Site In charge/ BORL.

50. WORK IN MONSOON AND DEWATERING:

- a) The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- b) During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.
- c) Exterior painting jobs will not be permitted during rain.

51. SETTING OUT WORKS:

- a. The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out. The Contractor shall be responsible for the true and proper setting out of the work and for the corrections of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour required for setting out. If at any time during the progress of the works any error shall appear or arise in the position, level dimensions or alignment of any part of the works the Contractor on being required to do the error to the satisfaction of the Engineer. The checking of any setting out or of any level by the Engineer or the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof.
- b. The contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the

maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.

52. RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. The contractor, at his own cost, shall carry out such rectification when instructions are issued to that effect by the Engineer-in-Charge.

53. INSPECTION OF WORK:

The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises/ workshop.

54. TESTS, INSPECTION AND COMPLETION:

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the BORL.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his cost.

55. ROYALTIES AND PATENT RIGHTS:

All royalties or other sums payable in respect of supply and use in carrying out the Work as desired by or referred to in the Contract Bills of any patented articles, process or inventions shall be deemed to have been included in the Contract sum, and the Contractor shall indemnify the BORL from and against all claims, proceedings, damages, costs and expenses which may be brought or made against the BORL or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions.

56. DEFECTS LIABILITY PERIOD:

The Defects Liability Period for satisfactory performance of the work will be for **03 year** from the date of taking over/ commissioning of the facilities, completed in all respects with all relevant formalities with concerned authorities having been completed.

Any defect observed in work, during this period shall be repaired/ re-worked/ replaced by contractor at his own cost and risk.

57. AUTOMOBILE LIABILITY INSURANCE:

Contractor shall take out an Automobile Liability Insurance to cover all risks to BORL for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payments will be made for this insurance. BORL shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorized use of the Vehicle.

58. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT/ CLAIMS FOR EXTRA:

Should the contractor consider that he is entitled to any extra payment of compensation or to make any claims whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and / or compensation. Such notice shall be given to the Engineer-in-Charge within two days from the ordering of any work or happening of any event upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put towards any claim with the necessary particulars as above within the time above shall be an absolute waiver thereof. No omissions by the BORL to reject any such claim and no delay in dealing therewith shall be waiver by the BORL of any rights in respect thereof.

59. CLEARING THE SITE:

Cart away all debris generated from the work outside the work place and dispose it off without giving rise to any complaints from local municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in- Charge.

60. ON ACCOUNT PAYMENTS:

Contractor shall make out an assessment of the work performed during the preceding month/ period and submit a Monthly/ Periodic Running Account Bill (in the form prescribed by the Owner) in triplicate to the Site Engineer for the work performed during the said month.

If there has been an omission or failure to perform any work/ service(s) during the month/ period, Contractor shall make a deduction from the Running Account Bill for each such omission or failure at the rate(s) elsewhere herein prescribed in this behalf and in respect of any omission or failure for which no specific rate for deduction has been prescribed, at the rate(s) or in the amount(s) specified in this behalf by the Engineer-in- Charge.

The amount certified for payment by the Engineer-in-Charge on any Running Account Bill shall be conclusive for the determination of any on account payment and no claim shall be entertained by the Owner contrary thereto or in contradiction thereof. Payment of the Running Account Bills shall be made to the Contractor within 30 (thirty) days of receipt and acceptance of relative Bill(s) by the Site Engineer. Final Bill payment will be released within 90 days time.

61. TERMS OF PAYMENT:

Please refer clause 16 of Special Conditions of Contract (Section-2).

62. TIME SCHEDULE:

Completion Period shall be as per Covering Letter.

63. ENERGY MANAGEMENT SYSTEM:

BORL is committed to improvement in energy performance, therefore for all energy related items/ services, the bidder shall quote energy efficient equipments/ materials indicating power

consumption, efficiency factor, service life etc.

Accordingly, the offer shall be evaluated considering energy performance factors and preference shall be given to the most energy efficient item/ equipment.

Section 4
SCHEDULE OF RATES

IN - HOUSE ESTIMATE

PAINTING OF PIPELINE & STRUCTURES AT VADINAR BINA PIPELINE (VBPL)

PART A - VADINAR DISPATCH TERMINAL (GUJARAT)

S.no	Item description	Qty	Unit	Rates a	Amount
1	Product line , valves & Supports : Surface preparation by scraping, wire brushing using emery paper for all surfaces of pipeline, structural surface & valves to make them free from rust, dust, oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT, one coat of High build two pack polyamide cured epoxy- 125 DFT and two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat. The work also includes providing colour bands wherever required. Rates to include all labor, materials, tools & tackles , scaffolding etc. complete in all respects as per the instructions of engineer-In-charge. Method of Surface area calculation described in Scope of work.				
1.a	One coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT	1136	Sq. Mt		
1.b	One coat of High build two pack polyamide cured epoxy- 125 DFT	1136	Sq. Mt		
1.c	Two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat	1136	Sq. Mt		
2	Structural Works: Surface preparation by scraping, wire brushing using emery paper for all surfaces of structural surface (gratings, crossovers , cable covers etc.) to make them free from rust, dust, oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Zinc Phosphate primer and two coats of synthetic enamel finish paint inclusive of all labor, scaffolding, material, tools & tackles etc. all complete. DFT shall be 40 micron each coat complete in all respects as per instructions of engineer-In-charge. Method of Surface area calculation described in Scope of work.				
2.a	One coat of Zinc Phosphate Primer - 40 DFT each coat	2525	Sq. Mt		
2.b	Two coats of Synthetic enamel Paint -40 DFT each coat	2525	Sq. Mt		
3	Switch Yard Equipments (Transformers, Potential Transformers, Current Transformers, Isolators, SF6 Circuit Breakers, Lightning Arrestors etc) Surface preparation by scraping, wire brushing using emery paper for all surfaces of pipeline, structural surface & valves to make them free from rust, dust, oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT and two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat. The work also includes providing colour bands wherever required. Rates to include all labor, materials, tools & tackles , scaffolding etc. complete in all respects as per the instructions of engineer-In-charge. Method of Surface area calculation described in Scope of work.				

3.a	One coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT	860	Sq. Mt		
3.b	Two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat	860	Sq. Mt		
4	Floor Painting: Surface preparation by scraping, wire brushing using emery paper and painting of chequered Tiles in piping area with minimum two coats or more of waterproof exterior emulsion paint of Asian Paints-A PEX or equivalent make as approved by Site Engineer. Rated to include cost towards labour, materials, tools & tackles complete in all respects per the instructions of site engineer. Method of Surface area calculation described in Scope of work.				
4.a	Two coat of waterproof exterior exterior emulsion paint	1700	Sq. Mt		
5	Stenciling(Naming Pipelines): White rectangle surface area with black boundary of given dimensions to be prepared on different pipes surfaces. Stenciling to be done with black paint over painted white surface with specified Letter/Number dimensions in standard fonts Stenciling discription: Letter height 4 inch , 2 inch or half of circumference in smaller diameter pipeline. Example "18-P-101107-A1A" to be written black color. Method of Surface area calculation described in Scope of work.				
5.a	Two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat	125	Sq. Mt		
6	Painting at height (> 4 meters) : Surface preparation by scraping, wire brushing using emery paper for all surfaces of free from rust, dust,oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Zinc Phosphate Primer-40 DFT and Two coats of weather proof synthetic enamel paint - 40 DFT each coat. The work also includes providing colour bands wherever required.Rates to include all labor, materials, tools & tackles , scaffolding and Platform Formation etc. complete in all respects as per the instructions of engineer-In-charge. "MAIN LINE PUMP HOUSE" to be painted on Pump House Shed of corrugated sheet at height of appx. 4-5 meters. Method of Surface area calculation described in Scope of work.				
6.a	One coat of Zinc Phosphate Primer - 40 DFT each coat	75	Sq. Mt		
6.b	Two coats of Weather Proof Synthetic enamel Paint -40 DFT each coat	75	Sq. Mt		
Sub - Total (Part-A)					

PART B - BRT (BINA RECEIPT TERMINAL) (MADHYA PRADESH)

1	Product line , valves & Supports : Surface preparation by scraping, wire brushing using emery paper for all surfaces of pipeline,structural surface & valves to make them free from rust, dust,oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT, one coat of High build two pack polyamide cured epoxy- 125 DFT and two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat. The work also includes providing colour bands wherever required.Rates to include all labor, materials, tools & tackles , scaffolding etc. complete in all respects as per the instructions of engineer-In-charge. Method of Surface area calculation described in Scope of work.				
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1.a	One coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT	575	Sq. Mt		
1.b	One coat of High build two pack polyamide cured epoxy- 125 DFT	575	Sq. Mt		
1.c	Two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat	575	Sq. Mt		
2	Structural Works: Surface preparation by scraping, wire brushing using emery paper for all surfaces of structural surface (gratings, crossovers , cable covers etc.) to make them free from rust, dust,oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Zinc Phosphate primer and two coats of synthetic enamel finish paint inclusive of all labor, scaffolding, material, tools & tackles etc. all complete. DFT shall be 40 micron each coat complete in all respects as per instructions of engineer-In-charge. Method of Surface area calculation described in Scope of work.				
2.a	One coat of Zinc Phosphate Primer - 40 DFT each coat	150	Sq. Mt		
2.b	Two coats of Synthetic enamel Paint -40 DFT each coat	150	Sq. Mt		
3	Fire Water line : Surface preparation by scraping, wire brushing using emery paper for all surfaces of pipeline,structural surface & valves to make them free from rust, dust,oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT, one coat of High build two pack polyamide cured epoxy- 125 DFT and two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat. Rates to include all labor, materials, tools & tackles, scaffolding etc. complete in all respects as per the instructions of engineer-In-charge				
3.a	One coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT	172	Sq. Mt		
3.b	One coat of High build two pack polyamide cured epoxy- 125 DFT	172	Sq. Mt		
3.c	Two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat	172	Sq. Mt		
Sub - Total (Part-B)					

Part C - IP-2 (SANDAVATA) (MADHYA PRADESH)

1	Product line , valves & Supports : Surface preparation by scraping, wire brushing using emery paper for all surfaces of pipeline,structural surface & valves to make them free from rust, dust,oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT, one coat of High build two pack polyamide cured epoxy- 125 DFT and two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat. The work also includes providing colour bands wherever required.Rates to include all labor, materials, tools & tackles , scaffolding etc. complete in all respects as per the instructions of				
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	engineer-In-charge. Method of Surface area calculation described in Scope of work.				
1.a	One coat of Self Priming Surface tolerant Epoxy Mastic Paint - 125 DFT	300	Sq. Mt		
1.b	One coat of High build two pack polyamide cured epoxy- 125 DFT	300	Sq. Mt		
1.c	Two coats of Aliphatic acrylic modified high solids weather resistant recoatable two pack polyurethane (finish coat) - 40 DFT each coat	300	Sq. Mt		
2	Structural Works: Surface preparation by scraping, wire brushing using emery paper for all surfaces of structural surface (gratings, crossovers , cable covers etc.) to make them free from rust, dust,oil, grease, foreign materials etc. The surface shall be made free from all imperfections before undertaking painting. Surface should be made fully ready for painting to SSPC SP2 or St.3 finish. Supply and application of one coat of Zinc Phosphate primer and two coats of synthetic enamel finish paint inclusive of all labor, scaffolding, material, tools & tackles etc. all complete. DFT shall be 40 micron each coat complete in all respects as per instructions of engineer-In-charge. Method of Surface area calculation described in Scope of work.				
2.a	One coat of Zinc Phosphate Primer - 40 DFT each coat	50	Sq. Mt		
2.b	Two coats of Synthetic enamel Paint -40 DFT each coat	50	Sq. Mt		
Total					
Sub-Total (Part-C)					
Total amount (Sub-Total Part-A + Part-B + Part-C)					
Tax @ ____%					
Grand Total					
Total amount in words :					

Section 5

ACKNOWLEDGEMENT

**SUBJECT: TENDER FOR PAINTING OF PIPELINE AND STRUCTURES
AT VARIOUS LOCATIONS OF VBPL**

TENDER NO. : VBPL/O&M/2020-21/08

We confirm that having received the tender documents for the subject job and having following details:

Due Date of Tender : _____

Duration of Contract : _____

Validity of offer : _____

Annexure I

S.No	Checklist for BORL Contractors Record maintained in Factory Premises
The Contract Labour (Regulation and Abolition) Act - 1970 and Central Rules 1971	
1	Contract Agreement with validity between the principal employer and the Contractor (LOI/FOA/DLOA/PO copy)
2	Contractor License (if applicable)
3	Application for renewal of License (if applicable)
4	Commencement/Completion of work - Form - VI A
5	Half Yearly Returns Form-XXIV
6	Employment Card
7	Service Certificate
8	Identity Card
9	Muster roll
10	Wage Register
12	Muster cum Wage Register (if register as mention at sr.no 9 & 10 has not been maintained)
11	Wage Slip
13	Register of Deductions For Damage or Loss
14	Register of Fines
15	Register of Advances
16	Register of Overtime
17	Register of Workmen Employed
18	Display of Abstracts
19	Display of Notice
20	Inspection Book
Minimum Wages Act	
21	Annual Return (last year)
Payment of Wages Act	
22	If wages paid through bank credit/cheque payment, relevant documents
23	Annual Return (last year)
Maternity Benefit Act	
24	Muster roll, If applicable
25	Annual Return
The Factories Act, 1948	
26	Register of Leave with wages
The Labour Welfare Fund Act 1972	
27	Copy of financial instrument/document vide which fund is deposited.
28	Copy Of FORM A
Payment of Bonus Act, 1965	
29	Register of Bonus
30	Annual Return (last year)
The Employees' Provident Fund and Miscellaneous Provision Act – 1952	
31	EPF Registration Certificate
32	Declaration and Nomination Form
33	Monthly statement of contribution (ECR File)
34	Monthly remittance challan
35	Copy of FORM 23, pf slip (last year)
Employee's Compensation Act – 1923	
36	Valid Employee's Compensation Policy
37	Annual Return Under Employee's Compensation Act - 1923 (last year)

Annexure II

Documents to be submitted to BORL HR Compliance Desk, Bina for HR Clearance

1. Covering Letter requesting HR clearance verified by BORL EIC
2. BORL Monthly Compliance report
3. Attendance Register (Copy)
4. Wage Register (Copy)
5. Overtime Register Copy
6. Fine Register Copy
7. Deduction Register Copy
8. Advance Register Copy
9. Workmen Register Form-XIII
10. Form-18 Leave Register Copy (5 Employees)
11. PF Challan Copy
12. PF ECR
13. Form-11 for exempted employee If Applicable Copy **(One time only)**
14. PO/FOA, Copy **(One time only)**
15. Valid W-C Policy Copy **(One time only)**
16. Valid Labour License If Applicable Copy **(One time only)**

Note:

1. Contractor has to submit the above mentioned documents to BORL HR Compliance Desk and obtain required HR Clearance for releasing the part of bill amount with held for the same.
2. The above mentioned document list is as per the compliance check list of BORL HR compliance desk on the day of floating the tender.
3. The compliance desk may ask for one or more documents which have to be maintained by contractor as per the laws of the land from time to time other than those listed above.

Annexure III

UNDERTAKING

To
Bharat Oman Refineries Ltd.

In continuation to all clauses mentioned in Scope of Work, Special Conditions of Contract, General Conditions of Contract, and Schedule of Rates of Tender document no. VBPL/TIPS/OPS/2019-20/01, I once again confirm to follow all the clauses mentioned below:-

Sl. No.	Section	Clause	Remark	Contract or's Signature
1	SOW	8	Tools, tackles and Elcometer to be provided under Contractor's scope for executing the job	
2	SCC	7	BORL's discretion to split into Part A, Part B & Part C of Schedule of Rates and award the job separately	
3	SCC	9.g	Statutory documents to be maintained by contractor which should be submitted when requested (Please refer Annexure I)	
4	SCC	9. h	Contractor's responsibility to obtain HR Clearance from HR Compliance Desk, Bina from time to time (Please refer Annexure II)	
5	SCC	9.j	Contractor shall not employ any person below 18 years of age	
6	SCC	18	Insurance as per Workmen's Compensation Act, 1923	
7	SCC	20	Contractor to ensure payment of wages as per Minimum Wages Act of Central or State, whichever is higher by 7 th of each month.	
8	SCC	21	Responsibility of contractor to provide PPEs to man power deployed	
9	SCC	24	Work has to be completed within 12 months from the date of purchase order	
10	SCC	25	Penalty applicable on violations of various clauses of this tender	
11	SCC	33	Offer should be valid for 6 months	
12	SCC	36	EMD of Rs. 1,55,000/- in form of DD drawn in favor of Bharat Oman Refineries Ltd. payable at Bina	
13	SCC	38	Liquidated damages due to delay	
14	GCC	56	Defect liability period is of three years from completion of work in all respects	
15	SCC	40	Contractor has to provide an agreement manufacture's guarantee for a period of 3 years from the completion of work on Rs. 100 stamp paper as mentioned in Annexure IV	

Annexure IV

**GUARANTEE BOND FOR PAINTING WORK
(ANNEXURE – IV TO SPECIAL CONDITIONS OF CONTRACT)
(On Rs. 100/- non judicial stamp paper)**

Name of the project :

Free Maintenance Guarantee :

Name of the Contractor and address :

Name of the painting agency :

We hereby guarantee that the surface treated by us for painting in the above work for M/s. Bharat Oman Refineries Limited shall remain entirely watertight. However due to any unforeseen defects left out in the work carried out by us at the time of execution of the work, thereby any surface treated by us during the period of 03 years from the Virtual Completion of the work i.e. from _____ shall be rectified by us without any extra cost to Bharat Oman Refineries Ltd..

However we shall not be responsible in any way if our work is tampered with or if body of structure is damaged due to sinking, cracking and/or by any other act of God beyond our control.

Signature of the Agency

Signature of the Contractor

Date :

Date :