

**Tender Document****1.00 Scope of work and Terms & conditions**

Job: Removal of old paint, application of primer & synthetic enamel painting of pipeline of cooling tower suction and discharge line of cooling tower pump and inert gas section cold converters of Ammonia – III plant.

| <b>Sl. No.</b> | <b><u>DESCRIPTION</u></b>                                      | <b><u>Approx. Area (sq. meter)</u></b> |
|----------------|----------------------------------------------------------------|----------------------------------------|
| 1              | Cooling tower Pump suction and discharge line (all four pumps) | 790                                    |
| 2              | Inert gas section cold converters(3 nos)                       | 390                                    |
| <b>TOTAL</b>   |                                                                | <b>1180.00</b>                         |

Scope of work shall include but not limited to the following:

1. Arrangement of all the required materials/ consumables for execution of work i.e. red primer, Synthetic enamel paint (reputed make), cotton waste, sand papers, wire brush, painting brush etc.
2. Making of scaffoldings for working and accessing the job as and where required.
3. Mobilization of skilled & unskilled manpower required for execution of work.
4. Removal of old painting.
5. Surface preparation for application of primer.
6. Application of Priming coat for synthetic enamel.
7. Application of synthetic enamel.
8. Complete paint shall be one coat of Red oxide followed by 2 coats of Synthetic enamel colour coat of paint.

Note:

1. Arrangement of all tools & tackles required for entire job shall be in party's scope.
2. All the painting material & consumables required for the entire scope of work shall be arranged by the party at their own cost.
3. Proper scaffolding, if and whenever required for safe execution of the work shall be provided by the party.
4. All standard engineering practices and safety procedures shall be followed till completion of the job.
5. The entire job shall be completed within two months.
6. Painting shall be done strictly as per IS:2074 & IS:2932.
7. Any other activities, not included above required for successful completion of the job shall be in the party's scope.

**2.00 TECHNICAL SPECIFICATION AND TERMS & CONDITIONS**

- 2.01 Surface Preparation: - The old paint on surfaces to be painted shall be removed by scrapping & wire brushing. Final cleaning shall be done with appropriate sand paper so as to make the surface smooth and clean.
- 2.02 Application of paint: -
  - i) Complete painting of piping shall be carried out as per specifications.
  - ii) The cleaned surface should immediately be applied with Primer which should not be allowed to expose to environment beyond drying period taking care of not applying paint on moist surface.
  - iii) The paint shall be applied with brush to attain smooth coat of uniform thickness.
  - iv) Synthetic enamel painting of reputed make/ brand only shall be utilized and shall be subjected to inspection /acceptance of the Engineer – in – Charge before the materials are allowed to be used in work.
  - v) The paints shall be applied as per instruction of the paint manufacturer
  - vi) **Complete paint shall be one coat of Zinc Chromate Primer followed 2 coats of Synthesis Enamel colour coat of paint.**

- 2.03 Colour code shall be as per IS standard.
- 2.04 The contractor shall be responsible for compliance with all laws and regulations and arranging necessary permit, license, certificates etc that may be obligatory for him to obtain & possess for execution of his work, from appropriate authority.
- 2.05 Inspection: - Supply & application of paint shall be subjected to stage wise inspection of BVFCL Engineer – in – Charge. All facilities for inspection shall be extended by the contractor.
- 2.06 Workmanship:- Workmanship will be in accordance with established engineering practices and specified standards for the type of work. Painting work shall be done in an approved manner and conform exactly to BVFCL's requirements. The workmanship guarantee period shall be 6 (six) months from the date of completion of work. If any defects are found due to bad workmanship during this period, the contractor shall undertake to rectify the same expeditiously at his cost.
- 2.07 The quoted rates shall be applicable for all floors, heights etc. and nothing extra shall be paid to the contractor on this account.
- 2.08 Method of Measurement: Piping including valves, in line instruments and all fittings shall be measured along the centre line of piping. Surface area will be calculated on the basis of outside diameter of pipes and will be multiplied by 1.1 to cover extra areas due to valves, fittings and other inline instruments, pipe supports etc. Branch line will be measured from the root of the stub in connection.
- 3.00 **COMPLETION TIME**
- 3.01 The contractor shall commence the work as early as possible but not later than 7 (Seven) days after the issue of Letter of Intent/ Work order by BVFCL. The entire scope of job shall be completed within 30 (thirty) days from the date of commence of work.
- 4.00 **PAYMENT TERMS**
- 4.01 90% value of the completed work shall be released after successful completion of work, submission of bill in triplicate and as certified by Engineer – in – Charge after deductions, if any. Payment can be released against successful completion of each cooler for one time also
- 4.02 Balance 10% shall be retained as security deposit which shall be released after successful completion of workmanship guarantee period of six months.
- 4.03 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Excise Authority.
- 4.04 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 4.05 Liquidated Damage:- In case of delay in job completion, penalty shall be levied @ 1% per week of delay or part thereof subject to a maximum of 5% of the total work order value.
- 5.00 **GENERAL TERMS & CONDITIONS:**
- 5.01 Interested Tenderer, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. Submission of tender implies that the Tenderer has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.
- 5.02 The tender should remain valid for a period of 90 (Ninety) days from the date of opening of tender.

- 5.03 **Escalation in Rates:-** The rates quoted will remain firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or transportation cost etc.
- 6.00 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.
- 7.00 The contractor shall have to make an ex-gratia payment of ` 5,000/- (` Five thousand only) to the dependents of labourer in the event of the labour's death occurring while on duty. This payment will be made by the B.V.F.C. Ltd. immediately and will be recovered from the contractor.
- 8.00 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 9.00 The Contractor shall ensure that all the formalities that need to be completed under the existing laws of India for and/or in connection with engagement/employment of labourers are fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.
- 10.00 **Safety Regulations:-** The Contractor shall strictly follow and abide by all the Fire and Safety Regulations of BVFCL. Before starting maintenance work the Contractor shall consult BVFCL's Safety Officer or the Engineer-In-Charge, if the Safety Engineer is not available, and familiarize himself with such regulations copies of which will be furnished to him by BVFCL on request. Once converter top cover is removed and entry is allowed, safety of the working personnel is entirely under scope of the bidder. Internationally accepted safety procedure shall prevail during continuance of the work. All the required safety gadgets & special PPE shall be arranged by the bidder.
- 11.00 **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force-Majeure lasting continuously for a period of three months, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.
- 12.00 **Conciliation & Arbitration:-**
- 12.1 Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.

- 12.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 12.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.
- 13.00 **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the Jurisdiction of the Court at Dibrugarh (Assam) only.
- 14.00 The contractor shall abide by all the statutory obligation under various statutory Acts and rules made there under, and as amended from time to time in respect of their establishment and / or workmen engaged by them. Under any circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the contractor(s) for non-compliance of the aforesaid Acts and rules, and any other laws applicable to contractor and / or their establishment and the workmen engaged by them.
- 15.00 BVFCL is committed to a corruption free environment." All the works contract, services and commitments of BVFCL will be honored without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to Vigilance Office, BVFCL, Namrup, Assam.**

(KK Dihider)  
CE (M), AG, CPP & CMW

SCHEDULE OF WORK , QUANTITY AND PROFORMA FOR QUOTING RATE

| SI NO     | Description Of Work                                                                                                                    | Qty (Sq.mtr) | Rate ( /Sqm) | Amount ( ) |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|------------|
| 01        | A) Removal of old paints by scrapping, wire brushing, chiseling, cleaning with sand papers and apply putty to make the surface smooth. | 1180         |              |            |
|           | B) Painting with one coat of zinc chromate Primer of approved brand                                                                    | 1180         |              |            |
|           | C) Painting with one or more coats of Synthetic enamel Paint of approved brand to give an even shade                                   | 1180         |              |            |
| 02        | Scaffolding                                                                                                                            | L/S          |              |            |
| SUB TOTAL |                                                                                                                                        |              |              |            |
| SGST @ 9% |                                                                                                                                        |              |              |            |
| CGST @ 9% |                                                                                                                                        |              |              |            |
| SUB TOTAL |                                                                                                                                        |              |              |            |

Note:

- 1. PRIMER: Red Oxide Zinc Chromate as per IS:2074
- 2. PAINT: Synthetic Enamel Paint as per IS:2931
- 3. Color choice will be given as by site engineer.
- 4. Approved brand: 1) Jonson & Nicolson, 2) Shelimar, 3) Berger, 4) Asian
- 5. Party not to add GST if they are exempted and to write "NOT APPLICABLE", but to attach proof copy issued from the competent/ statutory authority.
- 6. Party to fill the tender form with clear handwriting as instructed and avoid overwriting.

In words: (Rupees .....

..... only

Signature of the tenderer with Date:

Party's name:  
Address:

SEAL: PAN No. ....