



**TENDER DOCUMENT FOR ANNUAL RATE CONTRACT
FOR PAINTING WORK
AT TRANSPEK-SILOX INDUSTRY PVT LTD.**

Transpek-Silox Industry Private Limited having its registered office at Kalali Road, Atladra, Vadodara-390 012 wishes to enter-into a Rate Contract for Paint Work as per the details enclosed in the Tender Document. Interested Bidders may fill in the enclosed Tender Form along with acceptance of Terms & Conditions attached herewith and submit the same in a **“SEALED OPAQUE ENVELOP”** to:

The Deputy General Manager (Materials)

Transpek-Silox Industry Private Limited,
Kalali Road, Atladra, Vadodara - 390012
Phone: 91 265 2680401 - 5
Fax: 91 265 2680407

TENDER NO : TSIPL/TENDERS/ Paint. /2020-21
CONTRACT PERIOD : 2 Years
LAST DATE OF RECEIPT FOR BIDS : 12-11-2020

Any recipient of the documents for the proposed Contract for the purpose of submitting a tender (whether he submits a tender or not) shall treat the details of this document as “Private and Confidential”.

INDEX

- **NOTICE INVITING TENDER**
- **INSTRUCTION TO THE BIDDER**
- **FORMAT FOR OFFER LETTER**
- **SCOPE OF WORK**
- **GENERALTERMS & CONDITIONS**

NOTICE INVITING TENDER

Transpek-Silox Industry Private Limited,
Kalali Road, Atladra, Vadodara - 390012
Phone : 2680401 - 5
Fax : 2680407, 2680102

SUBJECT: Tender for Paint Work at Transpek-Silox Industry Pvt Ltd.

TENDER REF NO.: TSIPL/TENDERS/Paint/2020-21

Bids are invited from reputed and reliable Contractor/ Agencies who are experienced in Handling job by FLT(Faith, Love & Trust), fulfil the Eligibility Criteria mentioned in the General Terms & Conditions hereinafter and can Paint Work as mentioned in Tender Document at Various Plants of Transpek-Silox Industry Private Limited (TSIPL).

Bid cannot be submitted after due date and time. The Company reserves the right to accept or reject any bid without assigning any reason thereof. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidder &the Company at any stage. The company reserves the right to award the contract to one or more contractors at its sole discretion.

INSTRUCTION TO THE BIDDER

Transpek-Silox Industry Private Limited (TSIPL) is a Joint Venture company between Transpek Industry Limited, India and Silox, S.A. Belgium, embodying a combined vision to excel in the Global Inorganic Chemical Industry. Guided by science and driven by technology, our product portfolio caters to diverse end use segments such as Textile, Paints & Coatings, Rubber, Pharma, Polymer, Ceramic, Paper and Personal Care etc. Please visit our Website (www.transpek-silox.com) for more information.

TSIPL wishes to enter-into a Rate Contract for Paint Work at Atladra& Ekalbara site as per attached scope of work.

The following Information / Credential of Service Providers / Bidder is Compulsory and should be furnished completed in all aspects along with your offer.

1. Brief history of organization, along with organization chart, mentioning the Name, Address, List of Branches with details, Designation & Telephone Nos of the contact persons in your company holding all key positions.
2. List of work executed of similar nature during last five years
3. Maximum amount of Work done of similar type of works
4. Last three years' balance sheet of the company
5. Bank's solvency certificate/ Banker's name and your Company's annual audited report.
6. Income tax clearance certificate
7. Partnership deed if firm is partnership firm& memorandum of articles, if company is limited one.
8. Work experience/Credential certificate from the client for successfully executed work
9. Resumes of key technical persons
10. Completion certificate of the works executed for last 5 years
11. The details of Machinery and Equipment available with you which are in working condition are to be furnished.

12. If the space provided in the registration form is not enough, please attach separate Sheets and give Annexure reference number on the attached sheet.

13. GST SAC (Service Accounting Code) Code & GST Tax % applicable.

14. Registration Details

- a. Firm's/Company's Registration No. (Kindly attach Self-Authorised photocopy)
- b. Membership to any body
- c. Any other Statutory Registration.
- d. Partnership deed/Proprietor or Limited Co's Certificate.
- e. Registration details with taxation authorities(Kindly attach a Self-Authorised photocopy): Permanent Income Tax A/c No., Goods &Service Tax (GST) Registration No.

FORMAT FOR OFFER LETTER

To,
Deputy General Manager
Transpek-Silox Industry Pvt Ltd.
Kalali Road, Atladra, Vadodara - 390012
Phone: 2680401 - 5
Fax: 2680407, 2680102

Offer reference No.: _____

Sir,

1. We hereby undertake to perform the scope of work as defined in the Tender of Transpek-Silox Industry Pvt Ltd, Tender Ref no: TSIPL/TENDERS/Paint/2020-23, dated ____ at the prices and within the period stated in the attached schedules & in conformity with all the conditions are included therein.
2. This offer is valid for a minimum period of ____ days.
3. We agree that any Contract placed as result of this offer will be in accordance with the terms & conditions in the said offer. We declare that any other terms or conditions of the contract or any general reservations which may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by TSIPL and included in this contract.
4. We also enclose herewith the following documents:
 - a. Schedule of compliance with Acceptance of contract conditions.
 - b. Schedule of prices (Price Formats to be completed)
 - c. The offer should contain all the details like GST Reg. No. etc.
 - d. Documents required by TSIPL as mentioned in "Instructions to Bidders".

M/s _____

Date:

Place:

Authorised Signatory
(Office Seal Name of the Company)

**BID FOR PAINT WORK AT TRANSPEK-SILOX INDUSTRY PVT LTD
FORATLADRA&EKALBARA SITE FOR THE YEAR 2020-23**

- Name of the firm : _____

- Address : _____

- List of the branches along with details : _____

- Phone No. : _____
- Mobile No. : _____
- Email : _____
- Contact Person Name : _____

- PAN No.(Photocopy require
duly Self Authorized) : _____
- Partnership deed/proprietor or
Limited Co.'s Certificate : _____
- Copy of Registration certificate for
payment of Tax : _____
- Copy of Last 3 year filled Income-Tax Return : _____
- GST No.(Photocopy require
duly Self Authorized) : _____

SCOPE OF WORK

- Refer attached Annexure-I Description of Services Painting Work.

- NOTES: -
 1. Shutdown job and ARC rate consider should be the same as the above rate.
 2. All materials Shifting and lifting from the owner's store/storage yard to the erection site and the erection site to the owner's store/storage yard Scope of the Contractor.
 3. All consumable items, tools& testing equipment Scope of the contractor.
 4. This is an item rate ARC/Tender and quantities are tentative (As per dwgs). Rates quoted shall not change for any variation in quantities.
 5. Bidder has to specify the make and model of supply items (only from approved make list), with tender (BOQ) if any change.
 6. Client Reserves the right to Split the tender as per requirement & convenience.
 7. Safety and other legal compliances to be followed as per tender terms and conditions.
 8. All installation to be done, material to be used as tender specification or as per client instruction.
 9. CONTRACTOR SUPPLIED MATERIALS:
 - a. All materials required for painting works are to be purchase of specifications as per the appropriate IS standards from reputed manufacturers & suppliers all test certificates to be submitted. Paints of specified grade to be purchased from reputed manufacturers like Asian Paints & Burger only. Putty of specified grade to be purchased of Birla make only. The test certificates must be provided with batch no. / lot no. / Other identification no., which should be mentioned on material by the manufacturer. Testing of the material shall be done by Engineering In-Charge as per IS standard for each lot prior to application. Data of such tests will be maintained in form of test report with test certificate. If any material installed without the testing / certificate, necessary penalty shall be imposed on contractor. Rework shall be done at free of cost, if required.
 - b. Provision of all tools, tackles & equipments for painting works like wire brushes (separate for CS, SS and other materials), painting brushes, scrapper, hopper, pressure pot, surface profile gauges, digital DFT meters with various ranges, airless spray machine, air compressor, ladders, MS scaffoldings, MS gratings & other painting equipments & tools with calibration certificate to be arranged & inspected the same with our Engineering In-Charge. Arrangement of alternates in case of any breakdown or shortage of the same.
 - c. All consumable for painting works are to be purchase of appropriate specifications & as per the appropriate IS Standards from reputed

manufacturers & suppliers. Test certificates of various consumables shall be approved from our Engineering In-Charge along with the material.

- d. All equipment and measuring instruments shall be calibrated and shall have valid calibration certificate throughout the usage period.
- e. Provision of all accessories for all the equipment mobilized by the contractor including all electrical cables (without joints), extension boards, plug tops, lugs, pressure gauges, valves, other measuring instruments, thermo chinks, etc.
- f. Qualified, experience and trained workmen and supervisors for performance of the entire job in contractor scope including dedicated safety, quality supervisors and engineers.
- g. Contractor shall ensure availability of minimum number of personnel as directed by Engineering In-Charge at all time at site. The contractor shall also mobilize additional manpower to work and complete any emergency work as directed by Engineering In-Charge. All work executed by the contractor shall be measured and become payable as per the terms and conditions of this contract and the schedule of rates which forms part of this contract. No additional compensation is payable to the contractor for the performance of any work under this contract beyond those specified in the schedule of rates.

10. EXECUTION PROCEDURE:

- a. The procedure mentioned herewith is to be read in conjunction with the drawings, specifications and IS standards mentioned elsewhere in the document. The execution procedure mentioned here is not exhaustive and the Contractor shall prepare a method statement of the work execution and shall submit the same to Engineering in-Charge for approval. Contractor shall follow the Standard Operating Procedures wherever applicable and instructed by Engineering In-Charge. All work shall be executed as per approved procedures & only appropriate IS Standards.
- b. Contractor shall contact the Engineering In-Charge for detailed work instructions for all work categories and execute all work accordingly. Permit to work procedures shall be followed at all times.
- c. Contractor shall prepare all quality records & check list for all its work; obtain approvals from designated inspection authorities from TSIPL. All work certification shall be based on inspection cleared works only, Surface preparation- manual scrapping or with hand toll should be done, after scrapping of old surface and before applying the primer stage inspection with proper approval must be done be third party/area owner. Mixing of the paint must be done with portable mixer only, Manual mixer will not be allow at every stage third party/ area Owner inspection is must and DFT reading must be recorded in checklist, Stage wise checklist to be maintained.

- d. Contractor shall make itself fully conversant with the locations and the type of job to be carried out therein so that the scope of work is clearly understood and shall assess the requirement of resources required to complete the work in scheduled time. Contractor shall contact the respective Engineering In-Charge for this purpose.
- e. All painting work shall be executed by qualified and certified painters only.

11. MODE OF MEASUREMENT:

- a. The work completion shall be inspected by Engineering In-Charge. There after the work measurement shall be done as per relevant IS code the approved IS standards procedure. The same shall be verified & approved from Engineering in Charge before raising the placement of R.A. / Final Bill.
- b. In any discrepancies arising during the verification of measurement sheet / invoice, the TSIPL reserves the right to deduct the part / full payment from the particular / pending bills.
- c. Daily work measurement is to be done & approval of same shall be taken from Engineering In-Charge.
- d. For all R.A / Final Bills, the same shall be certified by third party inspection agency and payment will be done as per third party certification.

12. Housekeeping should be done on a daily basis at work place.

13. Follow site construction safety principle as mention below

- Cut out closures / barricading.
- Illumination
- Electricity with 30 mA ELCB supply.
- Fall protection
- Vehicle safety

14. Strictly follow the site disciplines. Strictly follow the working hours schedule as per Transpek Silox instruction.

15. Statutory compliance should be follow as per Transpek Silox norms.

16. Bills to be submitted on a monthly basis.

17. Comply the third party audit observation points.

18. All Scaffolding (only Metallic) material supplies with erection and dismantle should provide by contractor. (Rates are including Scaffolding)

19. Preferred Make List:

- Asian paint , Berger paint or equivalent as per approval

20. Any modification or innovation for betterment to be done after discussion and approval of TSIPL's in charge.

GENERAL TERMS AND CONDITIONS

1. The company shall have a right to withhold the compensation payment of his bills or make necessary deductions from the same if the company finds that the contractor's job is not performed to the required standard or any damages /loss has been caused to the company by the contractor or its employees.
2. The contractor should make a necessary entry at Security Gate for his Manpower & machinery.
3. All Tools, Tackles & Machinery for carrying out the job are to be arranged by the contractor. This must be calibrated as per statutory laws.
4. We reserve all rights for inspection at any stage of work.
5. In case of any wastage of material/ rejection of work, we shall not pay anything & deduct the cost of our material from vendor invoice.
6. The contractor will be responsible for any type of undisciplined act done by his manpower.
7. You should get safety permission first from our safety officer before starting the work.
8. The contractor will provide PPE (ISI Approved) to his staff.
9. The contractor must follow all the safety rules as per the factory act & instruction given by our Safety officer; Plant & Site Engineers also ensure the following things.

(i) You must provide Safety shoes, ISI approved Safety helmets, Safety belts, Safety goggles, etc. to your employees.

(ii) Suitable Safety appliances must be made available at work site and its test certificates must be provided as and we ask.

(iii) Portable hand tools and tackles must be with suitable guards.

(iv) For welding, cutting job Dissolve acetylene cylinder with flashback arresters must be used.

(v) All Contractors' workmen must go through Medical check-up every year from TSIPL's approved Medical Officer; the charges for the same shall be borne by the Contractor. Contractor must submit Medical Fitness certificate of all their workmen to TSIPL.

(vi) If any violation of safety norms our safety officer, plant & site engineer is authorized to charge Penalty.

(vii) The industrial training program is compulsory before execute job training will be provided by our safety dept.

(viii) The contractor should take permission from the safety office before-working below the grounds, working at heights on our premises.

(viii) All scaffolding material supplies with erection and dismantle should provide by the contractor. A contractor must make Metal scaffolding only with a provision for stairs/platforms to do the job safely (bamboo scaffolds rampantly tied with coir

ropes is not accepted). No extra charges will be considered for the staging of scaffolding at any level for plastering & brickwork, ceiling worked.

(ix) The contractor must take a permit for Electrical connection, earthing etc. before starting the job.

10. The contractor must attach reconciliation certificates with bills for free issue material, failing which will not be passed the Final invoice & Hold the payment.
11. The contractor must maintain good housekeeping during & after work.
 - a) House Keeping: If the feedback comes "poor" during work 5 %of the billing amount will be deducted from the Bill.
 - b) House Keeping: If the feedback comes "poor" at the completion of the work, at that time Bill will not be cleared until it becomes "Good".
12. The contractor must deploy 1 skill supervisor at every 15 works.
13. I CARD of every person of contactors is required.
14. The contractor shall ensure that all Covid-19 related guidelines and safety precautions shall be strictly adhered to.
15. The contractor must make his own arrangement of accommodation for Personnel deployed.
16. No special premium to be given for any urgent nature of the job.
17. No escalation of price & taxes is given to the Contractor for allotted work.
18. The contractor is responsible to provide all necessary documents required by our IR & ADMN Dept.
19. The contractor staff should follow the rules & regulations of our organization.
20. The contractor must follow the CHILD Labour act – 1986 & Amended thereafter (Confirming for engaging more than 18 Years of Age). Woman workers are allowed only to work between 7 AM. to 6-30 PM
21. Placement of Work order:

TSIPL reserves the right to award the contract to more than one contractor at its sole discretion. If any vendor participated in the tender and meeting eligibility criteria / having relevant experience, they will be called for negotiation.
22. Validity of Contract:

The contract will be valid be for 2 Years from the date of finalisation. However, contract period may be extended further to the successful bidder for next 3 months or till the new contract is awarded as it may be deemed fit and necessary on the same terms & conditions.
23. Termination of contract order:

This agreement may be terminated by either party on thirty (30) days advance written notice
24. The Contractor must abide by all the rules & regulations applicable under various Labour laws & have to comply with the same within the time frame. He must submit

- necessary challan / return submitted by him before various government authorities as & when asked by the company for due verification of the same.
25. Bar chart shall be submitted by the Contractor before starting job & review of the same is compulsory every weekend.
 26. Pl. sends us the order acceptance within 5 days. Failing which it is considered that order is accepted to Vendor /contractor in totality.
 27. The contractor should be presented the invoice to the user immediately but not later than 7 days from the date of preparation of the Invoice.
 28. The vendor must do the carting of all debris as per site Engineer instruction.
 29. The vendor must take the approval of all items / sample before starting any activity from the site Engineer.
 30. Separate Billing requires for Tender & Non-Tender items.
 31. The vendor must make joint measurements sheet for all above mentioned items & extra items as well and the certified copy of JMR should be attached along-with the invoice.
 32. Contractor must obtain written approval from TSIPL-Materials for extra items (Non ARC items) prior to carrying out the activity. For an extra item, we require rate analysis & rates will be decided mutually by TSIPL-Materials before starting the work.
 33. The contractor must take Insurance for his Manpower, Machinery & Tools- Tackles.
 34. In case any accident incurred by any of your employees while working in our premises, total responsibility of Contractor & should maintain the Accident register also. (You shall be liable to pay compensation under the workmen's compensation Act.)
 35. In case of theft, or any untoward incident, involving your employees, you shall cooperate with the association in any legal matters arising there from.
 36. The contractor will have to give a minimum 1 YEAR guarantee for the work done. If the workmanship is poor & failed, you will have to do the work free of cost.
 37. This contract supersedes all other terms & conditions, of whatsoever nature, that may have been agreed upon either orally or in writing between both TSIPL and yourself unless specifically amended documented.
 38. The contractors must obtain the workmen compensation policy (specifying the worksite) for his Labour work & submit a copy of the same to the HR department before the start of the work.
 39. The Contractor and his workers are not allowed to carry Mobile/pan-padiki-gutka/lighters matchbox inside the plant. Anyone found carrying the same the contractor would be penalized accordingly. No worker is allowed on site under the influence of alcohol or drugs. The employer reserves the right to ban such workers from working any of the Employer's sites.
 40. The company shall not be liable to give any benefits to the Contractor and its employees nor the company shall have obligation or responsibility regarding implementation of minimum wages Act, Factories Act, Employees PF Act, Bonus Act,

Gratuity Act, WC Act, Maternity Benefits Act, Contract Labour (Regulation & Abolition Act), and any other Labour Act in respect of the Contractor and its Employees.

41. No interest will be paid to the Contractor on the Security deposit /Retention money.
42. Subcontracts: The Contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract, under any circumstances.
43. The contractor must take all material at the site by own cost. (cost includes lifting, shifting, loading unloading of material at any floor)
44. Water & Electricity free supply at one point at site.
45. Penalty: If work does not complete within the time then, 0.5% per week maximum to 5% of the total job.

46. Liability:

Service Provider would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within TSIPL. Any damage to any life and /or property /and or cargo inside TSIPL premises due to negligence / mishandling of equipment by the operator and / or malfunctioning of the equipment would be to your account. It is mandatory that necessary 3rd party insurance cover is kept valid by you for the equipment's operating inside the TSIPL premises.

47. Statutory obligations:

Service Provider would be required to ensure adherence of all statutory obligations related to your employees who would be working inside TSIPL premises. On award of the contract, you shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as follow:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) Factories Act 1965
- c) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- d) The Employees State Insurance Act 1948
- e) The Minimum Wages Act 1948& Bonus Act 1965
- f) The Workmen Compensation Act 1923
- g) Payment of Gratuity Act 1972
- h) Maternity benefit Act 1961
- i) Child Labour Act 1986

and other entrenchment benefit, Industries employment (standing order) act CG Industrial relation act and as amended from time to time in respect of the personnel deployed by you in the Company's premises. The contractor will discharge various liabilities relating to employee PF, Misc. provisions act 1952 contract labours as per procedure of TSIPL enforce. Contractor having valid labour license for 20 or more than 20 workers shall be considered for award for which contractor are required to submit photocopy of Labour license along with the tender.

It may be noted that the bill submitted by you for services rendered shall be processed only on submission of satisfactory proof of remittances Challan in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by you in the

Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to you.

48. Subletting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without written consent from TSIPL.

49. Payment Terms:

Payment would be made after 30 days of submission of certified monthly bills. Appropriate tax, as applicable from time to time, shall be deducted from the bills as per the statutory regulations.

50. Acceptance of Tender

The company reserves the right to accept or reject the offer without assigning any reasons, whatsoever. All the pages should be signed and sealed without fail as a token of acceptance of the terms and conditions mentioned in the tender documents.

51. Arbitration

Any dispute or difference whatsoever arising between the parties shall be referred for adjudication at Vadodara to a Sole Arbitrator to be appointed by the Chairman & Managing Director of TSIPL and the provisions of arbitration act 1996 including any statutory modifications or enactment thereof shall apply to the arbitration proceedings. The fees of the arbitrator if any shall be shared equally by both the parties.

Documentation and Procedure

A. Before Starting of any Contract Job (Labor Supply / Job Work).	
Registration	Registration Form dully filled & signed by the concerned Department should be submitted to IR / Personnel / Admn. Dept. along with- (1) P.O. Copy / Work Order copy. (2) Blank Letter head of Contractor / Agency. (3) Rs.100/- Blank Non-Judicial Stamp paper purchased in name of Contractor / Agency for Standard terms & conditions Agreement. (4) ESII PF Code number letter (If Separately Registered under the Act.)
License	If Contractor/ Agency works with 10 or more employee must Submit copy of License issued from Labor Commissioner Office.
B. On Starting of job.	
ESI PF ID Declaration Forms	(A) If contractors are having his own PF/ESI number. Contractor must submit photocopy of ESI card and PF number of each worker with 2 PP size photograph of each worker for ID Card.
Attendance Card/ Register.	Contractors must maintain- (1) Attendance Card. (2) Attendance Register on daily basis.
C. Entry / Exit of Contractor & Contractor's workers.	
Daily Entry / Exit	<ul style="list-style-type: none"> • Contractor Contractor's Supervisor must submit daily a list consisting Name & ESI number of his worker to Security Gate Before taking entry from the Gate for work. • Each worker will have to carry ID Card with him at the time of Entry. • Security Personnel must mention Exit time of each Workers & Submit this report to IR Personnel Admn. On next day.
D. End of the Month.	
Wage Register.	(A) Contractors not having separate ESII PF code number must submit: (1) Attendance register (2) Wage register dully prepaid before 5th day of next month for Deduction of ESI/PF in system of passing the bills. (B) Contractors having separate ESII PF code number must submit self-certified copy of: (1) Attendance Register (2) Wage Register (3) Previous month PF/ESI paid Challan. (4) PF Form 12/A- dully received by PF Authority.
Compliance	Contractors are supposed to show minimum compliance for ESII PF in Compliance the ratio of 60:40 of Bill amount in case of Labour Job only and 30:70 of Bill amount in case of Labour with Material...
E. Statutory Requirements & Records	
Statutory Requirement.	• Wages to worker should be paid along with wage slip on or before 7th day of next month in the presence of Authorized Representative of Company and has to take

Records	<p>Signature of Authorized Representative of the Company in Wage Register. Contractor will have to maintain following Records I Register Returns.</p> <ul style="list-style-type: none">• Attendance Register Form No.6• Attendance Card FormNo.5D• Wage Register. FormNo.13• Pay Slip Form No.19• Over Time Register FormNo.23• Employment Card FormNo.14• Privilege Leave Register FormNo.18• Privilege Leave Card FormNo.19• ID Card & ID Register AS PER FACTORIES ACT.• Inspection Book AS PERF ACTORIES ACT.• Yearly Return Form No.3 <p>If Contractor is having License and deploying 10 or more than 10 workmen then they will have to maintain Extra following Registers.</p> <ul style="list-style-type: none">• Deduction Register FormNo.20• Penalty RegisterFormNo.21• Advance Register FormNo.22• Half Yearly Return.FormNo.24
---------	---