

## **BID DOCUMENT**

Name of work: "WTP-REGENERATION AREA PAINTING CONTRACT FOR UNIT 3 & 4 (TWO PARTS)"

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ODISHA POWER GENERATION CORPORATION LTD. Unit# 3 & 4

Ib Thermal Power Station, Banaharpali, Jharsuguda – 768234

## (ODISHA)

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#### ODISHA POWER GENERATION CORPORATION LIMITED IB THERMAL POWER STATION Unit # 3&4 At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA) TEL: (06645) 289273

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#### NOTICE INVITING TENDER

#### NIT No. ITPS/Unit 3 & 4/20-21/014

#### Date: 20/05/2020

Separate Sealed bids in the prescribed format are invited from bona fide and financially sound reputed Agencies / Registered Firms/Companies for execution of the following works at 2X660 MW IB Thermal Power Station, Banaharpali.

SI	Name of the work	Tender Cost (Rs.)	EMD (Rs.)	Contract Period	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"WTP- Regeneration Area Painting Contract " (Two Parts)	Rs.5600/- (Inclusive of GST)	Rs.10,000/-	06 Months	20/05/2020 to 09/06/2020 (Hard & Soft copy only) Up to 1 PM	Up to 3:00 PM on 10/06/2020 3:30 PM onwards on <b>10/06/2020</b>

NB: a) Bidders having the requisite qualifying requirements specified in the bid document shall only be considered for the work.

b) Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) payable at ITPS, Banharpali. Cost of bid document shall have to be submitted along with the bid and the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of sale of tender, otherwise the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY/office closed, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

Bids received after stipulated date & time shall not be entertained. OPGC shall not take any liability on account of any postal/courier delay. OPGC reserves the right to accept / reject any or all tenders, seek additional clarifications, split up the scope among eligible bidders or cancel the tender altogether without assigning any reasons thereof.

N.B: For further details & downloading of Tender documents, please visit our web site <u>www.opgc.co.in</u>.

<u>Important:</u> Agenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Bidders are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process.

Sd/- AGM- SCM

#### SAFE & CLEAN POWER IS OUR COMMITMENT



#### Information to Bidders

- The bids complete in all respect must be submitted in a sealed envelope super scribed with tender enquiry number, name of the work and due date of opening. Both the Techno-commercial & Price Bid in separate sealed cover shall be put in a sealed third envelope. The bid documents are not transferable. The bidder must submit the following along with the bid:
  - a) EMD of requisite amount as per NIT shall be put in a sealed envelope separately:
    - i) All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/register as MSME for the specific service/supply of goods/both.
    - ii) To get the exemption of EMDs & tender fee, the party has to make an application to the head of supply chain management (SCM) who is conducting tendering process along with proof of documents regarding eligibility of the exemption at least 2 days before the last day of bid submission. The HOD after due examination will allow to participate without submission of EMD& tender fee & the same has to be communicated to bidder in writing.
  - b) Photocopies of Provident Fund Registration certificate, Income Tax PAN and GST certificate.
  - c) Bid documents duly signed & stamped in all pages as a token of acceptance.
  - In case of bidders submitting the documents downloaded from OPGC web site, the cost of bid documents (as per NIT) must be submitted (separately from EMD) in the form of Demand Draft. The draft towards cost of bid documents must be drawn on or before the last date of sale of bid documents.
  - e) Original price bid duly filled in, signed & stamped on each page shall be submitted. Any price breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and

binding on the bidder. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.

# Note: Tenders submitted without the above requirements shall be liable for rejection.

- Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- 3) OPGC will award the contract to the successful bidder whose bid (offered/evaluated) has been found the lowest i.e. on L-1 basis.
- OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- 5) Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 6) Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender & OPGC contractor safety management program document no.EM4/61 (PART A). No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 7) The details of items in the price schedule shall be read in conjunction with the corresponding technical specifications. Items of work provided in the price schedule but not covered in the technical specifications shall be executed strictly as per instructions of Engineer in charge.
- 8) The Bidders shall quote rates inclusive of the complete cost towards consumables, tools and tackles, equipments, labour, levies, taxes and duties if any, all safety PPE's as per OPGC norms to all workmen, rectification, maintenance till handing over, supervision overheads, profits and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

### GENERAL CONDITIONS OF CONTRACT



ODISHA POWER GENERATION CORPORATION LIMITED 7<sup>TH.</sup> FLOOR, ZONE – A, FORTUNE TOWERS, CHANDRASEKHARPUR, BHUBANESWAR – 751 023 (ODISHA) **1.** Tenders are invited on behalf of the OPGC Ltd. for the work "WTP-Regeneration Area Painting Contract (Two Parts)".

2. The Tender & rates shall be in the prescribed form provided by OPGC.

**3.** The works are required to be carried out for 06 Months.

**4.** Normally Bidders having corresponding class of license, PF Code, Service Tax code, valid IT PAN & GST IN, expertise for the work required to be executed and financial capacity will be considered.

**5.** The person who floats the NIT shall be the Accepting Authority herein after referred to as such for the purpose of this Tender.

**6.** Applications for issue of tender documents shall be submitted to Accepting Authority so as to reach his office not later than dt.09/06/2020. (up to 3 PM)

7. A Bidder shall possess IT PAN, PF Registration certificate and GST IN.

**8.** Tender documents consisting of plans, drawings, specifications, Schedule(s) of Quantities / Price Schedule of various classes of work to be done, the Conditions of Contract and other necessary documents.

**9.** A Bidder should quote his rates in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and the words 'Paise' after the decimal figures, e.g. Rs.2.15 P. In case of words, the words 'Rupees' should precede and the words 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'Only' it should invariably be up to two places of decimal.

**10.** In the case of item rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the schedule of rate quoted is liable to be rejected. In case of lump sum tenders, only quoted amount shall be considered.

**11.** Any Bidder for the works shall not be witness in the Bid of any other Bidder for the same works. Failure to observe this condition shall render the Tender of the Bidder tendering as well as of those witnessing the Tender liable for rejection.

**12.** Tender shall be received up to 3.00 P.M of dt. 10/06/2020 and shall be opened at 3.30 P.M on 10/06/2020 in presence of those Bidders or their duly authorized representatives who may like to be present.

**13.** The Tender shall be accompanied by Earnest Money @ Rs.10,000.00. The Earnest Money offered shall be in shape of Demand Draft/Pay Order in favor of ODISHA Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899).

**14.** The Tender shall be accompanied with letter of undertaking on non-judicial stamp paper of appropriate value in the prescribed format.

**15.** The Earnest Money shall be made payable without any condition/demure to the Owner on demand. The Earnest Money shall be valid for a period of 03 (Three) calendar months from the date of opening of the bid

**16.** In consideration of the Owner opening and considering the Tender for purpose of award of Contract, the Bidder shall keep his Tender valid for a period of One Eighty (180) days from the date of opening of the Tender, during which period the Bidder agrees not to vary, alter or revoke his Tender either in whole or in part. If the Bidder however, fails to keep his Tender valid for One Eighty (180) days or varies its terms and conditions during the said period then the Owner shall be entitled to forfeit the Earnest Money amount without any notice or proof of damages etc. The Bidder shall submit his Tender as required in the Tender documents along with letter of undertaking in the proforma enclosed herewith.

**17.** The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the Contract.

**18.** Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.

**19.** No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.

**20.** On finalization of Tender, Earnest Money deposited in form of DD of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.

**21.** A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.

**22.** The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. The Owner reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.

**23.** Except GST, Work Contract Tax or any other tax on materials in respect of this Contract shall be payable by the Contractor except service tax which shall be extra as applicable.

**24.** The right to accept the Tender rests with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the Tenders received without assigning any reason whatsoever. The whole work may be split up between two or more Contractors or accepted in part (not entirely) if considered expedient. The rates shall be the lowest/negotiated for such eventualities. Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The decision of the Owner in respect of the above shall be final and binding on the Bidders.

25. In case Contractor's labour go on strike with advance notice as per rule, it is responsibility of the Contractor to mobilize such manpower from their other sites or otherwise and continue the work so that execution of Contract is not affected. In such an event, the failure to perform shall lead the Owner to get the work done by any other agency, but at the cost & risk of the Contractor. Further, the Contract shall be terminated with seven (7) days' notice in O&M Contract and the Contractor may be debarred from participating in any future Bid in OPGC Ltd. In case of construction work, non-adherence to schedule shall lead to cancellation of Contract or imposition of penalty at the discretion of the Engineer-in-charge. If the labours go on strike without prior notice, the situation shall be treated as force majeure provided nonperformance is for a reasonable period only. If the situation is beyond reasonable control of the Contractor but has taken appropriate steps as a man of common prudence would have taken in his own case, Owner may consider in case to case basis to either terminate the Contract or otherwise get the work done by other means but at the cost & risk of the Contractor. Only events of such illegal strike, which make the performance impossible at the time of occurrence and for a considerable time period for mobilization, shall be considered as force majeure.

The period of Contract shall be specified in the Special Conditions of Contract. The Contract period shall reckon from the date of issue of LOI. OPGCL reserves the right to withdraw any item(s) of works from the scope by serving a 7 days' notice to the Contractor without giving any reason for the same and take up the job departmentally or otherwise if performance of Contractor is found to be unsatisfactory. Value for the items of work thus withdrawn shall not be payable by the Owner. The Contractor shall not claim any compensation on this account. The period of Contract may be extended with mutual consent if the delay is beyond the control of Contractor at the discretion of the Engineer-in-charge.

#### 26. SUSPENSION OF WORKS:

The Contractor shall, on receipt of the order in writing of the Engineer-in-charge, 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 for any of the following reasons:

i) On account of any default on part of the Contractor; or

ii) For proper execution of the works or part thereof for reasons other than the default of the Contractor;

In any of the above cases the Contractor shall properly protect and secure the works to the extent necessary and carry out the instructions given on that behalf by the Engineer-in-charge during such suspension period.

**27.** The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress / attend the repair-maintenance on its occurrence and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his/her eighteen years of age.

**28.** The Contractor shall in respect of labour employed by him or his subcontractors comply with or cause to be complied with the Contractors Labour Regulations.

**29.** At present Employees State Insurance (ESI) Act is not applicable to IB TPS but may be extended at any time. In case of enforcement of the scheme, the Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case, the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

**30.** The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor Labour Regulations have been the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or worker by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

**31.** In the event of the Contractor committing a default or breach any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Owner a sum not exceeding Rs.500.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the Contractor's default continuing in this respect the liquidated damages may be enhanced to Rs.500.00 per day for each day of default subject to a maximum of ten percent of the contractor and credit the same to the Welfare Fund constituted under Contract Labour (R&A) Act 1970. The decision of the Engineer-in-charge in this respect shall be final and binding.

**32. Model Rules for Labour Welfare**: The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

**33.** Safety code: The Contractor shall at his own expense arrange for the safety provisions.

#### 34. REMOVAL OF WORKMEN:

The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed in the work without permission of the Engineer-in-charge.

**35. WORK DURING NIGHT SUNDAYS AND HOLIDAYS:** Subject to any provisions to the contrary contained in the Contract, none of the permanent works except emergency maintenance work & operation shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge. But in case of maintenance Contract, the Contractor shall be required to work any time any day as required by Engineer-in-charge.

#### 36. NEGOTIATION OF RATES:

In case Owner finds the lowest price to be at higher side in consideration of market price of various inputs including labour component, may call the lowest Bidders for negotiation of price based on analysis of their rate etc.

#### 37. Payment of running bill:

a) 90% payment along with 100% taxes & duties shall be released on monthly basis within 30 days from the date of submission of bills duly certified by EIC.

b) Balance 10% of basic order value will be released within 30 days after completion of the DLP & clearance from EIC.

#### 39. LABOUR LAWS

Contractor shall comply with all laws, ordinances, regulations and notification / instruction of Govt. concerning the health, wages, welfare, safety and employment and non-employment of his workers and shall exclusively bear the consequences of failure to comply therewith.

The following points are to be observed strictly by the Contractor.

i) No labour below the age of 18 (eighteen) years shall be employed on the work.

ii) The Contractor shall not pay less than the notified wages by the appropriate government towards minimum wages from time to time and must comply with Minimum Wages Act. The payment has to be made to the labours in the presence of authorized representative of the Owner / Engineer-in-charge.

iii) The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.

iv) The Contractor shall pay equal wages for men & women in accordance with Equal Remuneration Act 1976.

v) The Contractor under the Contract Labour (Regulation and Abolition) Act, shall have a valid Labour license from appropriate licensing authority prior to starting / within 15 days of commencement of the work under the Contract. Validity of the license shall be maintained till expiry of Contract period & its extension, if any.

vi) The Contractor shall employ labour in sufficient numbers to maintain the schedule of work and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge.

vii) The Contractor shall furnish to the Engineer-in-charge at the interval of every 15 days a statement of the workmen employed on the works and also furnish information under rule 73 of ODISHA Contract Labour (R&A) Rule, 1975 or rules made there under.

#### 40. PREPARATION OF BID:

The Bidder(s) shall submit the bid in two part, namely-

I) Techno commercial Bid and

II) Price bid

#### PART-I: TECHNO-COMMERCIAL BID

A complete set of original Tender documents as issued to the Bidder duly filled in as prescribed in different clauses of the Tender documents with signature & stamp in all pages as token of unconditional acceptance shall constitute Techno-commercial Bid.

## The Bidder shall enclose the following & documents mentioned in qualifying criteria in this Bid.

a) **Crossed Demand Draft** for requisite amount drawn in favor of ODISHA Power Generation Corporation Ltd. in the manner prescribed above towards the Earnest Money and Tender cost without which the Tender will be summarily rejected.

b) **Details of work order of similar nature** and magnitude executed by the Bidder as per the qualifying criteria & other documents as specified in tender qualification criteria.

Note: If required additional sheet may be used to furnish all above information but in the format provided in General Conditions of Contract.

The techno-commercial bid with all its enclosures as mentioned should be put in an envelope, sealed & super scribed as "TECHNO-COMMERCIAL BID". This envelope must contain Name of the work, NIT No., Due date of opening and Name & Address of the Bidder on bottom left hand corner of the cover.

#### PART-II: PRICE BID

Kindly submit the Price bid in a different envelope as per BOQ.

Price bids of only those bidders will be opened who meet as per qualification criteria given below. The Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid.

For and on behalf of ODISHA Power Generation Corporation Ltd. Signature...Sd/-Designation: Addl GM-SCM – Contract Cell Unit 3&4, ITPS. Date:

## QUALIFYING CRITERIA

**Name of work:** "Application of paints with cost of paints in DM Plant/Water Treatment Plant area Unit # 3 and 4" (02 Parts)

# Bidders having the following criteria shall only be considered to be qualified in the Techno-commercial Bid:

- 1. Bidder Qualification: Agency/Service provider who have successfully executed the Tanks painting work in any Govt./Public/Private Firms, preferably in thermal power plants. Work order copies or completion certificate shall be submitted as documentary proof in support of above.
- 2. The bidder must have own Provident Fund Code, Goods and Service Tax (GST) Code and Income Tax PAN. Photocopies of these valid documents must be submitted along with Techno-commercial Bid.

#### NOTE:

- 1) The bidders who are found qualified in above will be invited for the opening of the price bids.
- 2) All the above documents along with supporting documents to be enclosed in the Techno-Commercial Bid (PART-I).

Owner reserves the right to obtain necessary documents and also to assess the qualification of the Bidder, subsequent to submission of bid, as deemed necessary by Owner to establish bidder's qualification.

#### Scope of work.

#### Application of paints with cost of paints

#### Scope of Work:

- 1. The contractor shall submit job execution plan prior to the starting of the job.
- 2. The daily work progress intimation during the course of work shall be submitted every day by the contractor to the EIC.
- 3. Accommodation and local conveyance shall be arranged by the agency at their own cost.
- 4. The painting works to be completed within six months' time period from the receipt of work order.
- 5. The Paint/Primer/thinner shall be in the scope of contractor.
- 6. Surface Preparation: Surface preparation is the core of all painting jobs & hence due importance to be given to surface preparation. All surfaces to be painted will be thoroughly cleaned of all grease, oil, loose mill scale, dust, rust and any other foreign matter.

Painting: Staircase, handrail, piping & support shall be cleaned by hand tool/power tool and cleaning with sand paper to remove loose rust and to achieve the cleanliness. The entire surface should be thoroughly dust down before applying primer. The cleaned surface shall not be kept exposed to atmosphere for more than two hours (Particularly at night time when humidity percentage is more in atmosphere).

- 7. Resources required for completion of the job shall be in the scope of the vendor.
- Outer Painting of Tank, valves & piping: Total One coat of primer (DFT/coat 30 micron minimum) and Two coat of finish paint (DFT/coat # 25-30 micron each) shall be applied.
- 9. The tank Nomenclature, capacity in KL, size etc. will be identified using approved shade.
- 10. Use of Thinner: The use of thinner shall be limited strictly to the paint manufacturer's instructions. Each coat of primer and finishing coats shall be applied only after ensuring that the paint is free from dew or moisture and the surface is hard dry and free from dust.
- 11. Application of Paint: The contractor shall engage only skilled workmen for painting work. The application of paints on Tanks surface, support structures, piping located outside & exposed to heat, chemical fumes & open atmosphere shall be made strictly by airless spray gun. The application of paint can be made by brush in case of inaccessible area or paint application area is small. The application of paint on staircase, handrail, support structures, piping and tanks which are located inside and less exposed to heat and atmosphere may be made by air spray painting, the brushes used shall be of best quality suitable for painting.
- 12. Inspection and Measurement: The job shall be inspected at various stages by OPGC EIC or his representative. Surface preparation shall be inspected and only after obtaining clearance from EIC, primer coat would be applied. The prepared surface shall be compared with the standard photographs of IS or SSPC. Where the prepared surfaces are found to be equivalent to the standard photographs, they shall be deemed acceptable. Primer/Paint DFT shall be measured with appropriate DFT Meter, duly calibrated. After each coat of primer/finish paint, surface would be inspected by OPGC Engineer and only after obtaining clearance from him next coat would be applied. If the surface does not meet the specified requirements, the same shall have to be rectified by the contractor, free of cost.
- 13. No. of DFT readings shall be as per the sole discretion of OPGC EIC. Measurement shall be carried out three times at each point and average of three readings shall be taken as the measured value. If during inspection, DFT specified is not found on painted surface, the contractor shall provide additional coat to make up the deficit in DFT, at no extra cost.

- 14. Only sealed paint tins to be brought at the site. The vendor is supposed to maintain an inspection book at the site. Job progress to be written on the same & to be brought every day before taking out the permit.
- 15. All tools and tackle consumables required for painting shall be arranged by the party.
- 16. Labelling of the equipment's shall be done by the party after completion of area wise painting.
- 17. All the erection & dismantling of scaffoldings along with scaffolding materials are in the scope of the agency.
- 18. The agency shall give demonstration for the painting of critical locations of the Plant in presence of Safety Officer & EIC.
- 19. The agency has to follow the safety guide lines strictly and work with proper Job Safety Analysis and work permit from EIC.
- 20. The agency shall use standard PPEs (safety helmet, safety shoe, dust mask, ear plug, safety glass, hand gloves and full body harness with double lanyard etc.
- 21. The job shall be executed as per the direction of the EIC.
- 22. Supply of Paints along with primer shall be in party scope, Test certificate along with batch no to be submitted.
- 23. The job done by agency shall be guaranteed for the period of 06(six) months from the date of completion of the job duly certified by the EIC against any poor workmanship. Agency shall rectify the defect free of cost without any financial burden to OPGC

#### Contractors Scope:

- 1. Permit to work for carrying out the job will be provided by OPGCL.
- 2. Electricity supply point will be provided by OPGCL, However Extension board, cables, ECCB, MCB and other electrical parts required for executing the job will in the scope of Agency
- 3. 24 V Hand lamps

#### **Technical Specification**

Specification of Paint and Primer: Paint and Primer shall be supplied by the vendor as per below mentioned specification:

Recommended Manufactures: Paint shall be of Asian / Berger / Goodlass Nerolac/Jenson & Nicholson/ICI/Jotun Coatings/Shalimar Paints make only.

Paint:

Single pack, air drying, high gloss alkyd synthetic Enamel Paint.

Colour- Range

Gloss - Glossy

Volume Solids - Approx. 42%

Recommended DFT / Coat 25-30 microns

Theoretical Coverage Capacity - 21 sq. mtr/ liter @ 20 microns DFT 16.8 sq. mtr/ liter @ 25 microns DFT

Drying time at 30°C Surface Dry: 4 hours Hard Dry: 12 hours

Over coating interval at 30°C Min.: 12 hours, Max.: Unlimited, provided surface is dry and clean from all contamination

Primer: - As per Paint manufactures Recommendation

Application: - As per Manufactures standard and as directed by EIC.

General Instruction:

- 1. All paint materials shall be accompanied by valid manufacturer test certificate.
- 2. Painting shall follow immediately after satisfactory surface preparation.

- 3. No painting shall be carried out when there is a danger of dew or moisture or high humid conditions on the surface to be painted.
- 4. Tools used shall be clean and not worn out.
- 5. The paint in drum shall be mixed thoroughly and proper mixing shall be done in case of two pack systems as per manufacturers
- 6. specifications before application. The drum shall be inspected for the correct grade and to see that no sediments are left in it.
- 7. In case paint is thickened because of evaporation of solvents, its viscosity shall be adjusted as recommended by the paint manufacturer.
- 8. Each coat shall be inspected and allowed sufficient drying time to make the surface hard dry but not excessive before applying the next coat.
- 9. Manufacturers specifications for drying time shall be adhered to strictly.
- 10. Each individual coat shall be properly applied and shall be free from dust etc.

#### Application of paints with cost of paints in DM Plant Area of OPGC-II

#### SPECIAL CONDITIONS OF CONTRACT:

- 1. Contractor shall be responsible for work related to painting of tanks, vessels, pipelines, valves etc in DM Plant/WTP area of OPGC-II and to be executed as directed by engineer in charge. All manpower, tools & tackles, paint, primer, thinner, consumables etc. required for the execution of the jobs are to be arranged by the contractor and is a part of the contract.
- 2. Contractor may also be required to carry out works on Sundays and holidays to complete the job within the given timeframe. This will be at discretion of OPGC.
- 3. The work has to be carried out in a operating location. The contractor has to obtain all necessary work permits for executing the jobs. He is required to strictly follow all the prevailing safety & statutory regulations that are being followed at the location.
- 4. The contractor and his employees shall co-operate with all other agencies working at site.
- 5. All damaged and replaced materials or scrap generated during execution of work shall be shifted to OPGC Scrap yard as directed by Engineer-In-Charge.
- 6. Manpower:
  - a. The contractor shall deploy adequate manpower of required skill level to complete the job within the targeted completion period.
  - b. The contractor shall deploy one Site-in-charge/Supervisor who shall be responsible for overseeing the job execution & safety requirements of the works under the scope.
  - c. Only experienced, qualified and medically fit persons shall be deployed for specified jobs including working at height/ confined spaces.
  - d. The name of the working personnel deployed by the contractor like site in charge, supervisors, scaffolders, Riggers, Helpers, Painters etc with full detail (area of work, experience, specialization etc) has to be submitted to EIC before start of the work.
  - e. EIC shall be the final authority in deciding the competency of the deployed persons. OPGC reserves the right to instruct the agency for replacement of

manpower if not found suitable for the work at any point of time during the contract period.

- f. The contractor may have to deploy the manpower round the clock to complete the job on time. But working hour for any gang shall not be more than 12 hours.
- g. The Contractor shall appoint its site-in charge within Seven (07) days of LOI/Work Order date. Also, full-fledged mobilization shall be done within Fifteen (15) days of LOI/Work Order date.
- h. Site in charge/Supervisor should be technically qualified person and should have minimum 3 years of experience in similar jobs.
- i. Painter should be qualified person with minimum painting work experience of 5 years. scaffolders, Riggers & helper should have experience of minimum 3 year in similar/Relevant jobs.
- j. If any person not found suitable for the work and /or under stood to be unwanted in the opinion of OPGCL's Engineer, must be removed from the work immediately and shall not be engaged for the work in future.
- 7. Before starting the work, the vendor shall submit the detailed schedule and safety & quality assurance plan to EIC for his approval. After getting approval the work shall be started.
- 8. The contractor or his authorized representative shall report to EIC on daily basis for progress report.
- 9. Transportation of manpower, material, scrap etc. shall be in vendor scope.
- 10. The contractor and his worker should maintain the cleanliness of the equipment and their surroundings and no material, waste items etc. can be left at site.
- 11. A weekly level meeting will be held with EIC for reviewing progress for the last week and scheduling programme for the next week.
- 12. OPGC will provide electricity, water, etc. free of cost at single point to facilitate the job.
- 13. Necessary entry gate pass for plant Premises will be required for the contractor employees as per rules pertaining at the time of contract. Contractor shall sufficiently in advance, complete the necessary formalities required to get the gate pass.
- 14. Safety, Health and Environment:
  - a. Agency's service personnel shall abide by Safety, Health & Environment (SHE) Rules & Regulations for Contractors as per OPGC Safety policies and obtain safety induction training from OPGC Safety Officer before starting the work. Any violation in the safety rules shall be viewed seriously and agency shall be penalized as per OPGC Safety Rules.
  - b. Agency shall ensure the medical fitness of their service personnel before the start of work.
  - c. Agency shall submit Safety Plan of the work to the Engineer-in-charge before start of the work.
  - d. While driving two wheelers inside the plant boundary Crash Helmet to be used positively. Violation of this rule will attract penalty.
  - e. Due to current COVID-19 situation contractor shall maintain social distancing norms, wearing of face masks, standard sensitization at work place and ensure adequate quantities of face masks, hand washing and sanitization materials.

#### 15. Contract Period:

The contract shall be for a period of 6 (Six) months from the date of LOI/PO.

16. Measurement of work:

The work shall be inspected / measured as directed by Engineer-in-charge and entered in the measurement book with signatures of both contractor and Engineer-in-charge or their representatives as a token of mutual acceptance.

17. Permit to Work:

Before the start of each work, you shall ensure that a valid and duly signed Permit to Work has been issued. Also, you shall ensure the issue of valid and duly signed Work at Height permit and Hot Work Permit if the same is required as per OPGC rule. All the permits shall be returned to the concerned Engineer after completion of the job.

- 18. PENALTY:
  - a. In case of non-performance / continuous poor performance, the contract shall be terminated with immediate notice and the work shall be done by any other means at the contractor's cost and risk till engagement of other agency. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from the security or any dues of this contract or any other contract taken by the contractor in OPGC. This will debar the contractor to participate in any future bid in OPGC for next 5 years.
  - b. In case of labour strikes, you shall arrange fresh workmen and perform the contract without any discontinuation. If there is discontinuation of work for consecutive 6 days, the "Termination of Contract" clause shall apply. This will debar the vendor to participate in any future bid in OPGC for next 05(five) years.
  - c. In case of any OPGC material is loss of damaged during execution of work due to your negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from your bills.
- 19. Termination of contract:
  - a. In case of failure to start the work within due date, OPGC reserves the right to terminate the contract without reference to you and EMD shall be forfeited.
  - b. If the quality of the work is found to be unsatisfactory, the contract shall be terminated with immediate notice and the security deposit shall be forfeited.
- 20. Liquidated damages:

In case of delay in completion of work beyond the stipulated period of contract, LD @1% of the contract value for each week of delay or part thereof subject to a maximum 10% of the total contract value shall be imposed. In case the contract is completed, the LD shall be levied on the total executed value instead of total contract value.

21. Offloading of job:

In case it is observed during the tenure of the contract that you are not capable or in a position to complete the job, OPGC reserves the right to offload the same and get it done through other agencies at your cost and risk.

22. Subletting:

The work shall not in any manner or degree be sublet. The work shall be executed under the direct supervision of the supervisors of your firm.

- 23. Familiarization:
  - a. Bidder shall visit the site and make himself familiar with the equipment/system, amount of work involved, etc. under the scope of subject contract. If the contractor needs any technical details or additional information regarding equipment or work procedure in relation to the proposed work, he should do so before submitting the bid to OPGC.
  - b. It is imperative on each bidder to fully acquaint himself of all local conditions & factors, which may have effect on the execution of the work covered under the specifications. OPGC shall not entertain any request for clarifications from the bidder regarding such local conditions post-bid.
  - c. OPGC shall entertain no claim, whatsoever, nor any change in the time schedule of the contract thereof which arise on account of clear information or its effect on the cost of works to the bidder.
- 24. Tools, Tackles & Instruments:

You should have adequate Tools, Tackles & Instruments for execution of the job and such Tools, Tackles & Instruments are to be made available during the entire tenure of contract and shall be submitted to the satisfaction of Engineer-in-charge. All Lifting Tools and Tackles brought by you shall have valid test certificate issued by the competent person.

25. Defect liability / Guarantee:

The job done by you shall be guaranteed for the period of 06 (Six) months from the date of completion of the job duly certified by the EIC. You shall rectify the defect free of cost without any financial burden to OPGC.

26. Submission of bill:

Bills for the measured work along with the GST Code shall be submitted to Engineerin-charge in triplicate for verification. The bills shall be prepared & raised as per GST Rules showing)

- a. Name, address & registration number of such Service Provider
- b. Name & address of the person receiving taxable service
- c. Description, classification & value of taxable service provided
- d. GST payable thereon.
- 27. Payment of bill:

Payment after statutory deductions and other deductions like applicable taxes, duties, levies, Penalty (if any), Security Deposit, LD (if any) etc. shall be released after completion of measured work & submission of bill duly certified by the Engineer-in-charge. The payment shall be made through e-mode facilities of RTGS / NEFT / Internet Banking. To facilitate the E-payment you shall return the enclosed Bank Mandate Form duly filled, along with the duplicate copy of the Work Order.

28. Works Programme/Quality Assurance Plan/Safety Plan:

Before starting the work, you shall submit detailed works programme, milestone of different activities, safety and quality assurance plan of the work to the Engineer-incharge for his approval after which work shall be started as per the approved programme. Any other documents required by the Engineer-in-charge for the above work shall be submitted.

## **BOQ/PRICE BID FORMAT**

## WTP-Regeneration Area Painting Contract

SI	SI Description of Items		Qty	Rate	Amount (Rs)			
1	Application painting with cost of paints	Sq.Mtr.	5500					
	TOTAL VALUE EXCLUDING GS							
GST EXTRA AS APPLICABLE								
	(% TO BE INDICATED ALONG WITH SAC CODE)							