

#### THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

Bakreswar Thermal Power Project P.O. - BkTPP, District - Birbhum Pin - 731104 Telephone: 08373055604 Email id: cc\_bktps@wbpdcl.co.in

#### **NOTICE INVITING TENDER**

NIT NO: WBPDCL/BKTPP/NIT/E2566/23-24

**TENDER ID: 2023\_WBPDC\_521804\_1** 

# ENGINEERING, PROCUREMENT & CONSTRUCTION OF SULPHURIC DOSING SYSTEM AT CW FEED POOL, STAGE-I OF BKTPP EXCLUDING ASSOCIATED CIVIL WORKS

#### **Contents**

BIDI	INFORMATIONSHEET	3
1.	Duration of Contract	4
2.	Registration of Bidders	4
3.	Pre-Qualification Requirement (PQR) for participation:	4
4.	Earnest Money	
5.	Collection of Tender Documents:	5
6.	Submission of Tenders	6
7.	Technical Proposal (Statutory Documents)	6
8.	Submission/Upload of Non-Statutory Document.	6
9.	Submission of Financial Proposal	7
10.	Validity of Tender	
11.	Opening of Technical Proposal	8
12.	Uploading of summary list of technically qualified Bidders	
13.	Opening and evaluation of Financial Proposal	8
14.	Acceptance of Tender:	8
15.	Conditional and Incomplete Bids:	9
16.	Return of Earnest Money Deposit:	9
17.	Contact Persons	9
18.	Schedule of Dates for e-Tendering	10
19.	Special Requirement	10
Annexu		
Annexu		
Annexu	re – III: Special Terms & Conditions	26
Annexu	re – IV: Contractor's Responsibility i.r.o. Safety of Workers For Execution of Job	29
Annexu	re – V: Safety Clearance Certificate	
Annexu	re – VI: Contract Agreement Form	33
Annexu	re – VII: Pre-Employment Medical Checkup	35
Annexu	re – VIII: BIDDER INFORMATION SHEET	38
Annexu	re – IX: DECLARATION OF BIDDER	40
Annexu	re – X: BIDDER INFORMATION SHEET	41
Annexu	re – XI: PROFORMA FOR BANK GUARANTEE FOR EMD	42
Annexu	re – XII: BID MATRIX	43

# **BIDINFORMATIONSHEET**

TITLE OF THE NIT	ENGINEERING, PROCUREMENT & CONSTRUCTION OF SULPHURIC DOSING SYSTEM AT CW FEED POOL, STAGE-I OF BKTPP EXCLUDING ASSOCIATED CIVIL WORKS			
TENDER NO	NIT NO: WBPDCL/BKTPP/NIT/E2566/23-24 TENDER ID: 2023_WBPDC_521804_1			
ESTIMATED COST	₹ 33,59,070,000.00 + GST			
EMD	₹ 67,000.00			
MODE OF SUBMISSION OF EMD	<ol> <li>Online: Net Banking / NEFT / RTGS</li> <li>Offline: BG from any Scheduled Bank [As mentioned in NIT]</li> </ol>			

NSIC / SSI / MSME units are not exempted from deposition of EMD. Any type of exemption certificates are not allowed from deposition of EMD

SCHEDULE OF DATES FOR E-TENDERING	Sl. No.	Activity	Date & Time
	1	Publishing Date	10/05/2023
	2	Document Download start date	10/05/2023
	3	Pre-Bid Meeting	17/05/2023 at 11:00 am
	4	Bid submission start date	18/05/2023
	5	Bid submission end date	02/06/2023 up-to 17:00 HRS
	6	EMD physical submission date	02/06/2023 up-to 17:00 HRS
	7	Technical Bid opening date	06/06/2023 on 10:00 HRS
	8	Uploading of Technical Bid	To be notified through system
		Evaluation sheet	generated message. Bidder
	9	Financial Bid opening date	should check the website
	10	Uploading of Financial Bid	regularly for necessary updates.
		evaluation sheet	
SIGNATURE OF BIDDER WITH OFFICIAL SEAL			

#### Job:

# ENGINEERING, PROCUREMENT & CONSTRUCTION OF SULPHURIC DOSING SYSTEM AT CW FEED POOL, STAGE-I OF BKTPP EXCLUDING ASSOCIATED CIVIL WORKS.

#### 1. **Duration of Contract:**

06 (Six) Months from the date of issuance of LoA

#### 2. **Registration of Bidders:**

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt. of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. DSC is given as a USB e-Token. After obtaining the Class 2/3 Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

#### 3. **Pre-Qualification Requirement (PQR) for participation:**

The agencies should submit the following documents in their quotation while submitting the offer:

- a) PAN, Professional Tax Payment Certificate (PTPC), GST Registration Certificate, SAC NO., Provident Fund (P.F.) Registration Certificate, ESI Code / W. C. Act, Trade License.
- b) Credential of similar work done, under a Government/ Quasi Govt. Organization/ reputed Private business house, not older than seven (7) years reckoning from the last date of the preceding month from the date of invitation of tender with a certified proper document like completion certificate/payment certificate/execution certificate etc. (for Contracts/orders other than WBPDCL) indicating the main work order no. and the value of work, scheduled and actual time of completion/execution to prove that the bidder has executed the order value at least by which the bidder would be declared as qualified as per credential criteria. In addition to that, the agency must also submit the work order copy with detailed schedule of item/work. (Original may be verified, if required.)
  - > Credential of similar work done or part of or maintenance and service for installation with supply of required material of acid/chemical dozing/ distribution system of thermal power plant or chemical plant.
  - The value of work for similar type of job as mentioned above, completed by the agency should be as follows:
    - i) In single order of value not less than ₹ 26.87 Lacks.

OR

ii) In two orders each of value not less than ₹ 16.80 Lacks.

OR

- iii) In **three** orders each of value not less than ₹ 13.44 Lacks.
- It is not mandatory that all the works as per PQR must be included in a single order; rather the bidder may produce multiple orders to prove it. However, the order values satisfying with single or double or triple orders as per criteria must include the main job as intended
- c) Audited Balance Sheet for last three (3) financial years (viz. year 2019-20, 2020-21 and 2021-22). "The UDIN number must be mentioned along with the signature and stamp of an auditor on the balance sheet and profit & loss account. Otherwise the financial statements will not be considered as audited."
  - ➤ Average Annual Turnover in last three (3) financial years (viz. year 2019-20, 2020-21 and 2021-22): ₹ 10.08 Lacks.
  - ➤ **Net Worth** of consecutive last three (03) financial years: should be **Positive**.

#### 4. Earnest Money:

- i) **Amount of Earnest Money:** ₹ 67,000.00 (Rupees Sixty Seven Thousand Only).
- ii) **Mode of Payment of Earnest Money:** EMD may be submitted ONLINE through this portal. It may be noted here that the bank processing may take some time, and bidders shall not be allowed to upload bid documents until and unless EMD amount is deposited through the portal. So the bidders should submit EMD well ahead of the last date of submission of EMD. BG will be accepted through online mode.
- iii) **Details of BG:** BG should be in favour of "THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED." drawn on United Bank of India, BkTPP Branch, Bakreswar T.P. P. Code No. BSW F47. BG from following categories of Banks also may be accepted:
  - a) RBI approved any Nationalized / Scheduled Bank having Suri Branch or in the form of Bank Guarantee (B.G.) on any RBI approved Nationalized / Scheduled Bank having Suri Branch.

)R

b) Any scheduled Bank incorporated in India. Bank Guarantee issued by Foreign Branches/Foreign Offices of such scheduled Banks should be counter guaranteed by the Indian Branch of that scheduled Bank incorporated in India.

)R

c) Any Branch of an International Bank situated in India or registered with Reserve Bank of India as a scheduled foreign bank.

OR

- d) Any foreign bank which is not a scheduled bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Scheduled Bank Incorporated in India.
- \* <u>NOTE:</u> However under no circumstances would any guarantee be accepted from any Regional rural bank or State Co-operative Bank or Urban Co-operative Bank.

#### iv) Exemption of Earnest Money:

- a) NSIC / SSI / MSME units are not exempted from deposition of EMD. Any type of exemption certificates are not allowed from deposition of EMD
- v) Procedure of submission of Earnest Money:

#### **Submission for ONLINE EMD**

EMD may be submitted ONLINE through this portal. It may be noted here that the bank processing may take some time, and bidders shall not be allowed to upload bid documents until and unless EMD amount is deposited through the portal. So the bidders should submit EMD well ahead of the last date of submission of EMD.

- a) In the payment mode of the portal, Online mode is to be selected and against Online Banks, both ICICI Bank or ICICI NEFT / RTGS mode need to be selected.
- b) EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.
- c) Same methodology shall be followed in case of rejected bids as mentioned in (a) above.
- d) In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders follow in the procedure as mentioned in (a) above.
- e) For NEFT / RTGS the agency must complete the transaction procedure atleast 48 [FORTY EIGHT] hour before the "BID SUBMISSION END DATE".
- f) Where Bank Guarantee is submitted as EMD, Exempted mode of the portal is to be selected and scanned copy of Bank Guarantee is to be uploaded. Original copy of the BANK GUARANTEE is to be submitted by the bidder to the respective unit by hand or through post, 48 hours prior to schedule date & time of opening of the bid given by the respective unit, failing which the bid may be rejected.

#### **Physical Submission for BID GUARANTEE:**

- a) The original copies of the BG towards Earnest Money Deposit should be compulsorily submitted in a sealed envelope. The envelope should be marked with the subject NIT No. and addressed to "The Office of the Sr. Manager (CC), Bakreswar Thermal Power Project, P.O. BkTPP, District: Birbhum, Pin-731104." The envelope should be submitted physically / through courier / by post and that should be received at the dispatch section of BkTPP within the scheduled date & time as mentioned in this NIT. The date stamped by receiving department of BkTPP on the envelope shall be considered as the receiving time of EMD.
- b) Uploading of scanned document:

  Select the "EMD EXEMPTION" option in the site. This is the only available option in the e-tender portal to upload offline EMD. Scanned copies of BG towards Earnest Money Deposit, as the case may be, are to be compulsorily uploaded as per clause 7 of this NIT.
- ❖ If a bidder fails to physically submit the original copies of Bank Guarantee (BG)] within the scheduled date & time, his/her bid will stand rejected and tender documents will not be opened.

#### 5. Collection of Tender Documents:

Tenders are to be submitted online and interested bidders will have to download the tender documents from the website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

#### 6. **Submission of Tenders**

Note: Tenders will be summarily rejected if any item in the statutory cover is missing.

- a) Tenders are to be submitted online through the website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender.
- b) Bidders must submit the Tenders in three covers i.e. "EMD", "Technical" & "Finance". Bidders must download tender specific documents (NIT, BOQ etc) from <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>, prepare the required documents and upload the scanned documents in specific formats (.pdf or .xls) as required to the portal in the designated locations.
- c) Bidder needs to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of "Finance" cover.
- d) The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC). Bidders should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.
- 7. **Submission/Upload of EMD (Statutory Documents)** -To be submitted in <u>EMD FEE DETAILS</u> Cover

The following documents in standard format are to be uploaded in **EMD FEE DETAILS** Cover in a Single PDF file:

- a) **Earnest Money Deposit (EMD)** Scanned copy of Bank Guarantee (BG) towards EMD as prescribed in the NIT, is to be digitally signed & uploaded.
- ❖ If a bidder fails to upload a valid BG, his bid will stand rejected and tender documents will not be opened.

#### 8. Submission/Upload of Technical Proposal (Statutory Documents)

(To be submitted in **Technical Cover**)

The following documents in standard format are to be uploaded in **NIT Cover** in a **Single PDF file**:

a) **Notice Inviting Tender (NIT) -** The NIT as published is to be downloaded, then digitally signed and uploaded.

- b) Addenda/Corrigenda, if any published Bidders are to keep track of all the Addendum /Corrigendum issued with a particular NIT and upload the download copies of the above documents and merge the Addenda/Corrigenda with respective NIT/SBD in the NIT/SBD cover. Tenders submitted without the Addendum / Corrigendum may be rejected.
- NOTE: Tenders will be summarily rejected if any of the above items in the statutory cover is missing at sole discretion of WBPDCL.

#### 9. **Submission/Upload of Relevant Essential Documents - (To be submitted in Technical Cover)**

The following documents are to be uploaded in <u>TECHNICAL AND OTHER DOCUMENTS</u> Cover in a Single PDF file:

#### a) Certificates:

- i. Professional Tax Payment Certificates (PTPC) and IT PAN valid up to the date of opening of the tenders. Application for such clearance addressed to the competent authority may also be considered.
- ii. IT, GST Registration Certificate, SAC NO., PT Payment Certificates as applicable, PF Registration Certificate, ESI and P.F Code Number or suitable certificate bearing exemption to any or all of above from competent authority. The agency should submit supporting documents i.r.t. Trade License as applicable for the said job.
- iii. Number or suitable certificate bearing exemption to any or all of above from competent authority.

#### b) Trade License for Proprietorship Firms:

- i. Memorandum of Articles for Limited Companies.
- ii. Society Registration, Audit report, ARCS Certificate and Bye-Laws for Cooperative Societies.

#### c) Company Details

Valid Registered Deed for the Firm / Consortiums from Registrar of Assurances, and application for registration will not be considered. However in cases where the applicant is yet to receive registration certificate from , the applicant is to submit an affidavit along with the application pledging that "the registration certificate of the Consortium/Partnership firm would be submitted before the Tender Inviting Authority before the acceptance of his bid by the competent authority in case he is found lowest." If he fails to submit the registration certificate within the stipulated time, his bid will not be accepted till the submission of the certificate. In case of inordinate delay in submitting the document his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the consortium/ firm should also be registered from the Registrar of Assurances prior to the date of application of tender otherwise his bid will be rejected.

#### d) Balance Sheet:

The Bidder is to submit Audited Balance Sheets of last three financial years (2019-20, 2020-21 and 2021-22) with auditor's certificate regarding annual turnover from contracting business in each year. If the company was set up less than three years ago, audited balance sheet for the no of years since inception is to be submitted.

#### e) Credential:

The Bidder shall submit credentials to conform clause no. 3 (b) of this NIT. If the Bidder is presently engaged in any ongoing service contract, he must submit "Completion Certificate" from ordering authority. WBPDCL may not accept such bids which it finds to be non-compliant on this specific clause.

#### f) Submission of BOQ in Un-priced Condition:

The Bidder must submit the Un-priced BOQ sheet for this NIT along with the Technical Bid to confirm it has quoted all the items. Non-submission of this sheet in Technical Bid will lead to rejection of the bid.

NOTE: Failure of submission of any one of the above mentioned documents will render the tender liable to rejection at sole discretion of WBPDCL.

# 10. **Submission of Financial Proposal** (To be submitted in **Finance Cover**)

Filled up **BOQ** is to be uploaded in **FINANCE COVER** as a **Single .xls file** as mentioned below.

- a) **Bill of Quantities (BOQ):** The bidder should quote individual item wise rate for **All** items as given in the BOQ of this NIT including all Optional Jobs. Partial quoting will lead to rejection of the bid.
- b) **Price:** The Cost should include supply of manpower with allied statutory expenses like accommodation, vehicle, overhead, profit, consumables, tools & tackles, Personal Protective Equipments of the manpower and other incidental expenses. This price will remain net & firm throughout the contract.
- c) Taxes: All taxes, as applicable, will be paid extra against submission of proper document.
- d) **Submission of Financial Proposal:** The financial proposal should contain the filled up BOQ. The bidder is to quote the rate in the space /cell marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded after virus scanned and digitally signed by the bidder.

#### 11. Validity of Tender:

The tender submitted shall be deemed to constitute an agreement between the Bidder and WBPDCL whereby such tender shall remain open for acceptance by WBPDCL for a period of 180 (One Hundred & Eighty) days from the Bid submission end date of the Tender during which period the bidder shall not withdraw his Tender or amend, impair or derogate thereon, if violated same tender will be rejected.

#### 12. **Opening of Technical Proposal**

- a) Tender proposals will be opened by the General Manager, BkTPP/ or his authorized representative electronically from e-tendering portal of GOWB <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>, using their Digital Signature Certificate.
- b) Before opening of Technical Cover, <u>EMD Fee Details</u> cover will be opened and <u>if it is found that the bidder(s)</u> who didn't submit the <u>EMD online or Physically</u> (**Bank Guarantee** (**BG**) In case of Bank Guarantee (BG), it has to be submitted physically first), **his/their bid(s)** will/shall be summarily rejected.
- c) Technical proposals for those tenders whose original copies of ONLINE EMD SLIP or BG towards Earnest Money have been received by Contract Cell, BkTPP, within scheduled date & time will only be opened and all other proposals will not be opened and will stand rejected at sole direction of WBPDCL.
  - i. Cover (Folder) for Statutory Documents would be opened first and if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
  - ii. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded for evaluation of tender by Tender Evaluation Authority in accordance with User dept., Finance dept., HR&A dept. and Contract cell.

#### 13. Uploading of summary list of technically qualified Bidders

- a) Pursuant to scrutiny and decision of the Tender Evaluation Authority, WBPDCL, the summary list of eligible Bidders for which their Financial Proposals will be considered will be uploaded in the web portals.
- b) While evaluation, the TC and concerned departments may summon the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

#### 14. Opening and evaluation of Financial Proposal

- a) Financial proposals of the Bidders will be opened electronically from the web portal on the prescribed date.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c) After evaluation of Financial Proposal by the General Manager, BkTPP, after having necessary comments from the TC and concerned departments, he or his authorized representative will upload the final summary result containing inter- alia, name of bidder and the rates quoted by them against the service or supply and delivery of material he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- d) However, if there is any scope for lowering down of rates in the opinion of the General Manager he may choose to declare the former publication stated (c) above as semi-final and may ask the lowest bidder to negotiate the offered price.
- e) After holding such bids, final summary result would have to be uploaded in the web portal, through corrigendum.
- f) The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that Bidder.
- g) WBPDCL is not necessarily bound to accept the lowest offer.
- h) Additional performance security: If the L1 bid value is 80% or less than 80% of the estimated price, additional performance security @10% of the Tendered amount in the form of Bank guarantee from any scheduled bank shall be obtained from the L1 bidder before issuance of Work Order. Where the estimated price is not disclosed in the NIT, this clause will not be applicable.
- i) The additional performance security shall be submitted in the form of Bank Guarantee as per clause-4 (iii) of this NIT before issuance of the work order with validity covering the subject contract period. If a bidder fails to submit the same within seven working days from the issuance of letter of acceptance, his Earnest Money will be forfeited.
- j) This additional performance security shall be returned immediately after certification on successful completion of the contract.

#### 15. Acceptance of Tender:

- a) The tender received and accepted shall be evaluated by WBPDCL according to the procedure detailed in the relevant clauses of this tender. The acceptance of a tender and award of contract to the successful Bidder rests with WBPDCL.
- b) All the documents to be submitted by the bidder in support of his credential must carry the declaration "The documents submitted under 'Technical' cover in support of the qualification of bidder i.e. credential of the company are all correct and true to the best of my knowledge." Moreover, original of each document shall have to be shown / submitted if required during evaluation of tender. Further, WBPDCL may ask the agency to clarify any uploaded documents if required.
- c) Any tender which is incomplete, obscure or irregular or only a part of the enquiry or non-responsive is liable for rejection. Any offer at any stage of evaluation may be rejected at the sole discretion of WBPDCL in case of submission of any false document in support of technical or financial credential of the bidder.
- d) Bidders must quote for all items mentioned in BOQ sheet.

- e) Bids with Lowest valid rate should normally be accepted. It is not obligatory on the part of WBPDCL to accept the quotation with lowest valid rate. WBPDCL reserves the right to split the order item wise or quantity wise and distribute among different bidders, alter the quantity of any or all Bidders without assigning any reason whatsoever. WBPDCL would be at liberty to reject any or all the tenders received, as demanded by facts and circumstances.
- f) However, the Tender Accepting Authority does not bind himself to do so and reserves the right to accept any tender or reject any or all tenders or cancel / withdraw the invitation of tender, without assigning any reason for such decision. Such decision by the WBPDCL shall not be subject to question by any tenderers and the WBPDCL shall bear no liability consequent upon such decision. Further, after acceptance of the order, if the agency fails to execute the job within stipulated time the Earnest Money / Security deposit will be forfeited, without any reference. The Tender Accepting Authority also reserves the right to split the order with the same terms and condition, alter the quantity of any or all Bidders without assigning any reason whatsoever.
- g) Not with standing, anything stated above or elsewhere, the WBPDCL reserves the right to access the capability and capacity of the tenderer, should the circumstances warrant such assessment in the overall interest of the WBPDCL.
- h) Blacklisted / Debarred: If any bidder is Blacklisted/debarred from any Government department/PSUs/Other Government Agencies, they are not allowed to participate in the Tender. If participated, then their bid will be summarily rejected.
- i) DEFAULTER CLAUSE If it is found that there are issues of non performance of contract or dishonoring of tender by any of the participating bidder, the bid of the same bidder may not be considered and the same party may be banned upto 03 years at the discretion of WBPDCL.

#### 16. Conditional and Incomplete Bids

Conditional and incomplete bids are liable to summary rejection.

- a) Bidder must quote for all items mentioned in BOQ sheet with all cells filled-up must be submitted in Technical Bid. Non-submission of this sheet in Technical Bid and partial quoting will lead to rejection of the bid.
- b) If any tenderer fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- c) Bidders are requested to keep themselves aware of the corrigendum / addendums uploaded in the web portal from time to time (as per requirement) by WBPDCL as those corrigendum / addendums shall be integral part of the NIT.
- d) All the uploaded documents will have to be attested by the bidder with official seal of the agency / company and digitally signed.
- e) The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for entrusting the same to more than one agency/company.
- f) The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.
- g) Verbal clarifications and information given by owner or his employees or representatives shall not be in any way binding on the owner.
- h) All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDCL shall bear no liability whatsoever on such expenses.

i) The tender submitted by a bidder shall become the property of The WBPDCL and The WBPDCL shall have no obligation to return the same to the Bidder for any reason whatsoever.

#### 17. Return of Earnest Money Deposit (EMD)

- a) EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.
- b) Same methodology shall be followed in case of rejected bids as mentioned in (a) above.
- c) In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders follow in the procedure as mentioned in (a) above.
- d) However, the EMD of the successful bidder will be returned after 03 (three) months of successful execution of the subject Service Order & NOC from HR&A department.
- e) BG will return after claiming the same by vendor after finalization of tender.

#### 18. **Forfeiture of EMD:**

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- a) For failure of Tenderers to accept the order / LOI / LOA placed within the validity period of their Offer.
- b) Any bidder withdraws/varies his offer after closure of bid.
- c) If the bidder does not accept the arithmetical correction of its bid price.
- d) For failure to submit contract performance guarantee within stipulated date.
- e) If the acceptance of order is not received within the stipulated period.
- f) On providing false or incorrect information in respect of qualifying requirement or any other information.

In case of bidders who have been allowed EMD exemption and if does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.

#### 19. **CANVASSING PROHIBITED**

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection.

#### 20. **CONFLICT OF INTEREST**

Facilitator (successful bidder) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

#### 21. CLARIFICATION AND AMENDMENT

At any time before the submission of Proposals, the Client may amend the Tender by issuing an addendum by standard electronic means i.e Web Portal. The Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### 22. Some Definition of Terms and Interpretation of Bid Document:

- **A.** Unless otherwise expressively provided in the Bid Document, these General Conditions shall govern the Works. In construing these General Conditions, the following words shall have the meaning here in assigned to them except where the context otherwise requires
- i. "THE SERVICE CONTRACT" means the documents forming the tenders and acceptance thereof together with the documents referred to therein including the conditions, specifications/Scope of Work, designs, drawings and instructions issued from time to time by the Purchaser/ Owner and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- ii. "THE CONTRACT PRICE" for contract shall mean the agreed sum of total price stated in the Contract to be paid to the Contractor for the successful fulfillment of the Works to the satisfaction of the Purchaser in compliance with the stipulations of the Contract.
- iii. **"THE GOODS"** means all the equipment, machinery, and/or materials which the Supplier is required to supply to the Purchaser/Owner under the Contract.
- iv. "SERVICES" shall mean furnishing of labour and services as per specifications and supervision thereto by experienced engineers including complete testing, commissioning and putting equipment into satisfactory operation including all related activities as defined in the contract document.
- v. "THE OWNER", "PURCHASER" & "OWNER/PURCHASER" shall carry the same meaning and it means "BAKRESWAR THERMAL POWER PROJECT", THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD (WBPDCL) whose registered Office is situated at "Bidyut Unnayan Bhaban", LA 3/C, Sector III, Salt Lake City, Kolkata 700098, West Bengal, India and shall include its successors in Office and or permitted assigns.
- vi. "THE SUPPLIER" means the individual or firm or company supplying the Goods and Services under this Contract.
- vii. "SITE" shall mean the "BAKRESWAR THERMAL POWER PROJECT" put at the disposal of the Contractor by the Purchaser in connection with the execution of the contract.
- viii. **"THE BIDDER/TENDERER"** shall mean organizations, manufacturers, companies etc. who have pre qualified through tender.
  - ix. "THE CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall be deemed to include the Contractor's successors, permitted assigns, heirs, executors, administrators.
  - x. The "SUB-CONTRACTOR" shall mean individual or firm to whom any part of the Work has been sublet by the Contractor with the consent in writing of the Purchaser and shall include his/its heirs, executors, administrators, legal representative and permitted assigns.
- xi. "THE ENGINEER" & "CONTROLLING OFFICER" shall mean an Officer of the Purchaser as may be duly designated and authorized from time to time in writing by the Purchaser to act as "Engineer/ Controlling Officer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract Documents.
- xii. "ACCEPTANCE OF TENDER" shall mean formal confirmation regarding issuance of Letter of Award or Notification communicating to the Contractor the acceptance by the Purchaser of his Tender.
- xiii. "THE INSPECTOR" shall mean any officer of the Owner as may be duly appointed and authorized in writing by the Purchaser from time to time to inspect plant and equipment, works and services under the Contract.
- xiv. "THE CONTRACT PRICE" for work contract shall mean the agreed sum of total price stated in the Contract to be paid to the Contractor for the successful fulfillment of the Works to the satisfaction of the Purchaser in compliance with the stipulations of the Contract.
- xv. "THE CONTRACT DOCUMENTS" shall mean collectively and include the General Conditions of Contract of Contract, Specifications and Schedules, Drawings, Form of Tender including all subsequent amendments & relevant correspondences with the successful Bidder, Schedule of Prices and Quantities and scope inclusive of agreed deviation(s) and the Bid submitted by the successful

- Bidder, Pre-award Clarification/confirmation document/MOM etc. between successful Bidder & Purchaser and Letter of Award of the Purchaser to the successful Bidder.
- xvi. "PLANT" shall mean "BAKRESWAR THERMAL POWER PROJECT".
- xvii. "WORK OR WORKS" shall mean the services to be rendered by the Contractor under the Contract.
- xviii. **"TEST"** shall mean such test as is prescribed or considered necessary by the Purchaser whether performed or made by the Engineer or any Agency acting under the direction of the Engineer.
- xix. "CONSIGNEE" shall mean the Sr. Manager (Store), BKTPP to whom the plant, equipment and materials are required to be delivered in the manner indicated in the Contract Documents.
- xx. "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work.
- xxi. "THE SPECIFICATION OR SPECIFICATIONS/TECHNICAL SPECIFICATIONS" shall mean the Technical Specification of the Works and the Tender Drawings and schedules attached thereto and any modification made thereof.
- xxii. **"FINAL ACCEPTANCE"** means the Purchaser's acceptance of the supplied Equipment/Materials or Services rendered completed satisfactorily in every respect by the Contractor and on satisfactory fulfillment of all other contractual obligations of the Contract by the Contractor as on expiry of the Warranty Period.
- xxiii. **"EQUIPMENT/STORES/MATERIALS"** shall mean and include equipment, stores & materials to be supplied by the vendor under the contract.
- xxiv. "WARRANTY PERIOD" shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Plant & Equipment supplied, Works done and services rendered under the Contract till Final Acceptance is affected.
- xxv. "LETTER OF AWARD (LOA)" shall mean the Purchaser's letter or notification to the successful bidder conveying his acceptance of the Tender and award of the specified job subject to such conditions as may have been stated therein.
- **"WRITING"** shall include any manuscript typed or hand written or printed statement, including facsimile transmission under or over signature or seal as the case may be.
- xxvii. "COMMISSIONING" shall mean the successful operation of the Plant/equipment at its rated capacity after completion of all re-assembly, adjustments, trials and cleaning etc. done and have been completed as per specified time schedule.

#### **B.** Interpretation of Bid Document:

- i. Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Forms & Attachment, Drawings and other documents forming part of the Bid Document wherever permissible or the context so requires.
- ii. Notwithstanding the sub-division of the Bid Document into sections and Sub-section, every part of each shall be deemed to be supplementary to and complementary of each other.
- iii. Wherever it is mentioned in the Bid that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost and the price shall be deemed to have included the cost of such performances and provisions so mentioned.

#### 23. Contact Persons:

Before quoting, necessary information may be obtained from the following officers:

- a) For scope of Work: Sr. Manager (TM), BkTPP (Mob. 8336903805).
- b) For query regarding manpower deployment/ associated rules e.g. prevailing wage of unskilled workmen, labour license, P.F., WCI etc.: DGM (HR&A), BkTPP (Mob:8336903732)
- c) Regarding tender matters: Contract Cell Department, BkTPP (Phone: 8373055604)

Interested agencies should collect all relevant information regarding tender from the above officers before preparing the tender for final submission. No deviation in any respect expressed anywhere in the document will be accepted by WBPDCL.

#### 24. Schedule of Dates for e-Tendering

Sl. No.	Activity	Date & Time	
1	Publishing Date	10/05/2023	
2	Document Download start date	10/05/2023	
3	Pre-Bid Meeting	17/05/2023 at 11:00 am	
4	Bid submission start date	18/05/2023	
5	Bid submission end date	02/06/2023 up-to 17:00 HRS	
6	EMD physical submission date	02/06/2023 up-to 17:00 HRS	
7	Technical Bid opening date	06/06/2023 on 10:00 HRS	
8	Uploading of Technical Bid Evaluation sheet	To be notified through system generated	
9	Financial Bid opening date	message. Bidder should check the website	
10	Uploading of Financial Bid evaluation sheet	regularly for necessary updates.	

#### Note:

- For EMD [BG] submission, it may be physically submitted by the Bidder on 02/06/2023 up to 17:00 hrs in the office of The Sr. Manager (CC), BkTPP/WBPDCL.
- ➤ Pre-bid Meeting will be held on The Office of the Sr. Manager (CC), Bakreswar Thermal Power Project, P.O. BkTPP, District-Birbhum, Pin-731104.
- ❖ It is presumed that all the terms and conditions of this tender document are accepted unconditionally by the bidder as they participated in the tender.

#### **Enclosure:**

1. Annexure- I: Scope of Work

2. Annexure- II: General Terms and Conditions of Contract

3. Annexure- III: Special Terms and Conditions

4. Annexure- IV: SAFETY PROVISION RELATING TO CONTRACTOR / AGENCY

5. Annexure-V: Safety Clearance Certificate6. Annexure- VI: Contract Agreement Form

Annexure- VII: Pre-Employment Medical Checkup
 Annexure- VIII: Format-I: Particulars of Contractor
 Annexure- IX: DECLARATION OF BIDDER

10. Annexure- IX: Format-II: PF Statement

11. Annexure – XI: PROFORMA FOR BANK GUARANTEE FOR EMD

12. Annexure – XII: BID MATRIX

# ANNEXURE – I SCOPE OF WORK

This contract/vendor is intended to cover installation of all chemical system, mechanical equipments, control & instruments & electrical drives and other installation as required for H2SO4 dozing system maintaining safety and security of worker and equipments.

- ✓ All sorts of welding jobs in the scope area.
- ✓ Minor fabrication job as required.
- ✓ Installation of new pumps/blowers etc.
- ✓ Transportation of spares from stores to site & site to store (in case of returning back) Keeping of records & submitting the same on regular basis to the controlling officer or his representative in respect of the quantity of jobs done, nature of job, corrective measures taken, equipments' various check points like run-out, alignment, float, bearing clearance, tightness etc, any abnormalities like high temperature, sound, chokage, leakage, vibration etc, involvement/utilization of man power, time taken for the job, spares consumed etc.
- ✓ All the commissioning activities.

#### THE DETAILS OF JOB ARE AS FOLLOWS:

#### A. INSTALLATION:

- 1. Two nos of capacity 20Ton MS storage tank.
- 2. Two nos. of capacity 1Ton MS distribution tank.
- 3. All distribution and storage pipe lines.
- 4. All ball valves as per drawing or as required.
- 5. Both side distribution systems with perforated ss pipe lines.
- 6. Two nos. of AUPs of capacity 10m3/hr and 20m head with starter panels. Motor specification: P=1.6KW/3HP, RPM=2900/1440.
- 7. Vent shall be silica gel type breather.
- 8. All the storage and distribution pipe lines has been planned to store and distribute H2SO4 in the both tanks and both distribution system and vice-versa.
- B. Installation of Pipe Lines and flanges:-200 MTR. SS 316 pipelines of different dia (80 NB and 50NB) and about 60 nos. of flanges with required nos. of bent and TEEs.
- C. Installation of valves: N1-N13 types of SS316 valves of different diameter with fittings as depicted in drawing.

#### D. MS SPECIFICATIONS:

- 1. Acid Distribution tank 1m3: Made of MS, shell thickness 10mm, dish end thickness 12mm, nozzle and flange as per ANSI B 16.5 150#, inlet 1 no. vent valve with silica gel breather 1 no., pressure gauge 1 no. manhole 1 nos, OD 600mm, rated capacity 1m3/1T, design construction code: ASME section VIII DIV.I, design pressure 10kg/cm2, working pressure 7kg/cm2, operating temperature 60 degree centigrade, corrosion allowance 1.5mm, joint efficiency both shell and dish 1.0, hydro test pressure 15kg/cm2 and holding time not less than 1 hour.
- 2. Material and construction: Tank shell plate, Bottom and top plate: IS 2062, all bolts & nuts to SS-316, MOC of Valve SS-316.
- 3. Acid storage tank 20m3: Made of MS, shell thickness 10mm, dishend thickness 12mm, level indicator 2 nos. nozzle and flange as per ANSI B 16.5 150#, inlet 1 no. pressure safety valve with breather 1 no., pressure gauge 1 no. manhole 1 nos od dia 600mm, rated capacity 20m3/20T, design construction code: IS 803, design pressure 10kg/cm2, working pressure 7kg/cm2, operating temperature 60 degree centigrade, corrosion allowance 1.5mm, joint efficiency both shell and dish 1.0, hydro test pressure 15kg/cm2 and holding time not less than 1 hour.

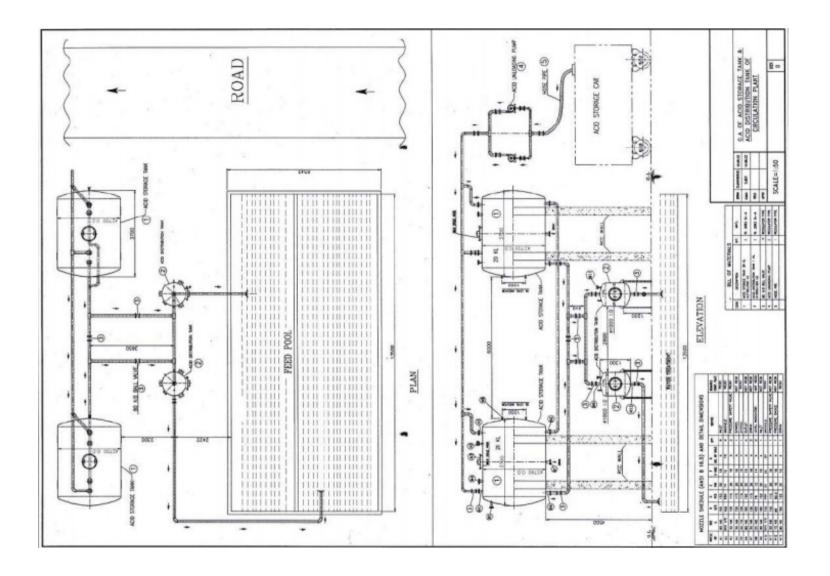
- 4. Material and construction: Tank shell plate, Bottom and top plate: IS 2062, all bolts & nuts to SS-316, MOC of ValveSS-316.
- 5. Pipe specification: SS316, SCh. 40 and walking pavement around the acid storage tank.
- 6. Paintings:
  - a) Inside: Two coat primer and two coat finish paint color of departmental choice, make Berger or equivalent standard.
  - b) Outside: Two coat primer and two coats finish paint color of departmental choice, make-Berger or equivalent standard.

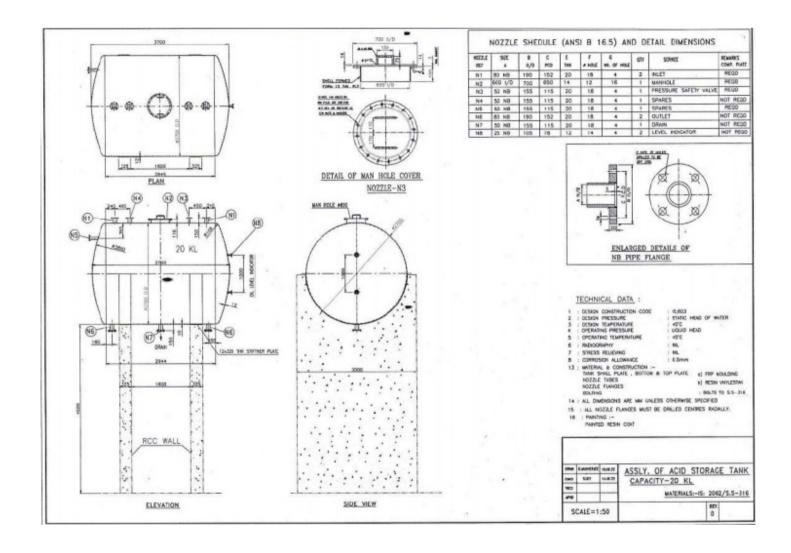
<u>NOTE</u>: Every willing party is requested to visit the site physically to evaluate the actual requirement for installation and supply of material for assessment of entire job and Sub vendor may be allowed.

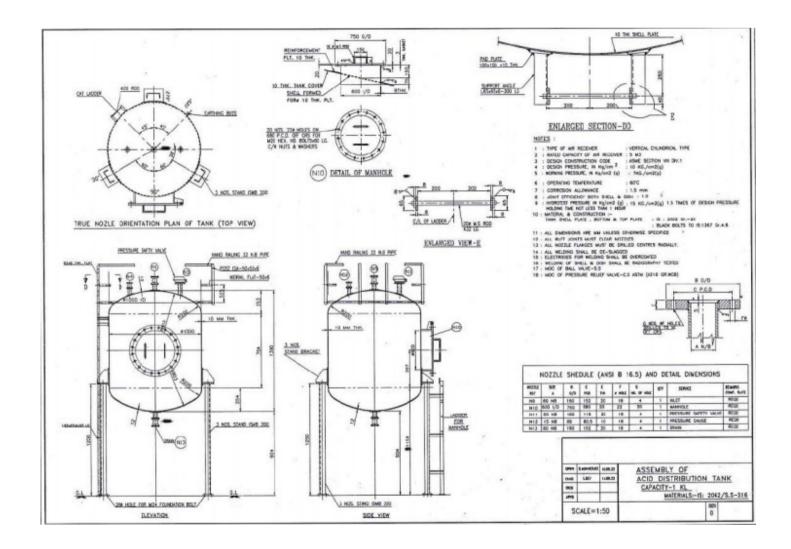
#### **UN-PRICED SCHEDULE:**

Supply of 02 nos. Sulfuric Acid Bulk Storage Tank including pipelines, level gauge, silica gel breather, valves, fittings etc. as per scope of work	LUMPSUM
Supply of 02 nos. Sulfuric Acid Bulk distribution Tank including associated pipelines, level gauges, valves, fittings etc. as per scope of work	LUMPSUM
Supply of SS distribution pipeline, valves for Sulfuric Acid Storage & distribution Tank with fittings etc. as per scope of work	LUMPSUM
Supply of Acid unloading PP Including motor and starter panel as per scope of work	LUMPSUM
Erection & commissioning of scheme	LUMPSUM

 However, the parties may be asked to provide un-priced quote for different materials, the L1 bidder may be asked later on for submission of price schedule as above.







#### **ANNEXURE – II**

#### **GENERAL TERMS & CONDITIONS OF CONTRACT**

(1) Contract Agreement: Contract value in excess of ₹ 50,00,000.00 (Rupees Fifty lakhs only), the concerned vendor / contractor must submit contract agreement in non-judicial stamp paper as per the format (Annexure VI) issued by WBPDCL of appropriate value duly filled in all respect to the order issuing authority for acceptance before commencement of works / Services and claiming advance amount, if any, as per provisions of the contract but not later than 30 (Thirty) days from the date of issuance of LoA.

#### (2) Status of the manpower of the contractor:

Contractor has to mobilize its manpower and take all steps for accomplishment of the contractor's assignment in respect of the relevant work order. It may please be understood that none of the employees of the contractor shall have any relationship whatsoever with BkTPP, WBPDCL under this contract, BkTPP, WBPDCL's relationship with the contractor is on a Principal-to Principal basis, BkTPP, WBPDCL authority shall not be liable or responsible for any other obligations and/or liabilities of any kind vis-à-vis of concerned contractor [Name of the contractor to be indicated] and the employees of the contractor. In the event of having to suffer any loss and / or damage on the part of the BkTPP, WBPDCL which is attributable to any Act and/ or omission on the part of contractor, contractor shall indemnify and always keep BkTPP, WBPDCL indemnified for the same.

#### (3) **Engagement of sub-contractors :**

No sub-contractor can be engaged by the contractor for accomplishment/ carrying out full or part of any job under the contract **except the supply of unskilled worker.** 

#### (4) Compliance under Labour Laws:

- a) P.F. & ESI Code allotment letter has to be submitted at the time of submission of Bids along with the other documents revised in the NIT. This has to be regarded as qualifying criteria.
- b) Rates of Wages:
  - ➤ Workers not covered under MOS dtd. 28/05/15 : Minimum Rates of Wages as notified by Circular of the Jt. Labour Commissioner, Statistics, Govt. of W.B. & revised from time to time shall has to be disbursed.
  - ➤ Workers covered under MOS dtd. 28/05/15: Rates of Wages shall be payable as determined by the MOS dtd. 28/05/15.
- c) The Contractor/ Agrncy has to comply with the following Acts and Sate and Central Rules as may be applicable from time to time:
  - ➤ The Contract Labour (R&A) Act, 1972
  - ➤ The Employee's Provident Fund & Miscelleaneous Provisions Act, 1952
  - ➤ The Employees State Insurance Act, 1948
  - ➤ The Factories Act, 1948
  - > The Industrial Disputes Act,
  - ➤ The Payment of Wages Act, 1936
  - ➤ The Payment of Gratuity Act, 1972
  - The Payment of Bonus Act, 1965
  - The Maternity Benefit Act, 1961
  - The Minimum Wages Act, 1940
  - ➤ The West Bengal Wokmen's House Rent Allowance Act, 1974
  - Any other Act/ Rules/ Statutes/ Laws/ which may be applicable from time to time.
- (5) <u>Labour License:</u> The Principal Employer's Certificate will be issued by WBPDCL for the purpose of obtaining Labour License from the concerned registering officer under Contract Labour [Regulation & Abolition] Act-1970 and rules framed there-under.
- (6) Occupational Health: Contractor shall be duty bound to take all necessary steps towards ensuring Occupational Health Care of his workmen working at BkTPP as required under West Bengal Factories Rules -1958.
- (7) PRE EMPLOYMENT MEDICAL CHECK-UP: Certificate by a Registered Medical Practitioner (MBBS or above) has to be submitted to HR&A Dept. for each worker/staff individually who engaged for this job before commencement of the work. A sample proforma of Pre-Employment Medical check-up Form is enclosed as ANNEXURE VII. Medical unit of BKTPP shall not be able to provide certification for the purpose.

(8) <u>Insurance public liability and property damage:</u> The contractor shall have to abide by the Rules & Regulations framed by BkTPP authority, which may change from time to time in the interest of the Project.

#### (9) **Provident Fund:**

- a) From the very first day of engagement of any workman/ employee by the contractor under the work order, the said workman/employee shall be member of the provident fund of the contractor's firm. A copy of the membership details is to be sent to the Regional Provident Fund Commissioner and a copy of the same shall be furnished to BkTPP HR&A Wing for information and record.
- b) Before claiming periodical/monthly bill, three copies of P.F. contribution deposition challan, ECR copy, Remittance Confirmation Slip and a statement showing individual contribution as required under Para -36B of EPF Scheme-1952, within 7<sup>th</sup> days of the next month together with a list of workmen/employee in respect of whom P.F. contribution deposited with the appropriate authority is to be submitted for verification and certification of HR&A department for releasing the monthly bill.
- c) All relevant records pertaining to deposit of P.F. contribution etc. shall be made available at the contractor's site office for inspection by PF. Inspector as well as by the BkTPP HR&A Wing as and when required.
- d) Contractor has to submit all relevant documents and papers to P&A Wing as required for IR clearance for release of final bills and security deposit after completion of contractual period.

#### (10) Safety of the workmen to be engaged by the contractor:

- (a) Safety precautions are to be strictly adhered to by the contractor as per clauses detailed in Annexure.
- (b) **Employment Injury:** In the event of employment injury in respect of any workmen to be engaged by the contractor, the said contractor at the first instant should arrange First Aid treatment for the injured workmen at his own cost. However, depending upon the nature of injury, initial treatment shall be arranged in all respect of such workman at BkTPP Hospital, based upon the available facilities. However, if the treatment is beyond the scope and capacity of the Project Hospital, the contractor is to arrange further treatment of the concerned workman at his own cost.
- (11) **Proper working condition:** Controlling Officer or safety officer at his discretion, may check/examine any of contractor's tools/scaffolding / working condition etc. and if unsatisfied, he may suspend the job temporarily till the contractor takes proper measure.

#### (12) Debarment of Agencies from Business dealing:

Agencies may be debarred from Business dealings as per the provisions of 'WBPDCL Policy and Procedure for Blacklisting and Debarment of Agencies from Business Dealings' as notified vide Memo No. COHRA08110018/6183 Dt. 09/06/2016 of the CVO & Ex-Officio Director, WBPDCL.

Agency blacklisted by any government department / PSU/ government agency shall not be allowed to participate in our tender process if effect of such debarment subsists at the time of submission of the bid. Such clause should be clearly mentioned in the tender notice and all bidders should be asked to furnish a declaration in the given format [ANNEXURE-IX] along with the bid.

#### (13) Security checking pass:

- (i) The Security Checking Passes issued in favour of the Contractor's workmen shall bear the signature of the competent authority as well as the concerned contractor having following particulars:
  - (a) Name of the Contractor.
  - (b) Labour License No.
  - (c) Company's P.F. Code No.
  - (d) Individual P.F. Account No.
  - (e) Employees State Insurance Code No.
  - (f) Any Identity proof, e.g. Voter Card/ Aadhar Card/ Driving License/ Passport etc.

The concerned employees of the contractor have to display such security checking pass while on-duty including ingress & egress at plant premises.

- (ii) All the tools & tackles required for the execution of the job under this contract are to be supplied by the main contractor.
- (iii) The contractor shall have to arrange the above, to get security checking pass for his workmen and tools & tackles, from the security department and the rules and regulations related to the subject shall be binding on him.
- [Regulation & Abolition] Rules-1972, to each of his workman to be deployed at BkTPP and the said identity card shall be in possession of the concerned workman while on duty at BkTPP.
- (15) Withdrawal of workmen: In case any workman to be engaged by contractor is found hampering the interest of

- the Project in any way, WBPDCL reserves the right to take appropriate action. In such cases, the contractor shall have to demobilize such workmen within 24 hours notice from the BkTPP authority.
- (16) **Discontinuation of job:** In case the job is found discontinued by the contractor without any valid reason within the contractual period, WBPDCL shall have the right to award part or full job to any outside agency, and in such cases his security deposit shall be forfeited. If the vendor discontinue the job one month prior intimation is required.
- (17) <u>Demobilisation:</u> The contractor will have to demobilize with all his man and materials after expiry /completion/ cancellation of work order.
- (18) Canteen: Departmental canteen facility of BkTPP will not be extended to the contractor's personnel. However, contractor should arrange canteen facility for his personnel at his own cost in other canteen [meant for contractor's worker] at BkTPP site with prior permission of the BkTPP authority.
- (19) **Prosecution:** Any person under contractor's Payroll is liable to be prosecuted if found entangled to any prejudicial activities in damaging of WBPDCL vis-à-vis public property within the jurisdiction of BkTPP.
- (20) Pollution control and occupational health care: Contractor shall take all steps to follow:
  - (i) The Water (prevention and Control of pollution) Act, 1974;
  - (ii) The Air (prevention and control of pollution) Act 1981;
  - (iii) The Environment (protection) Act, 1986;
  - (iv) Manufacture, Storage and Import of Hazardous Chemical Rules 1989;
  - (v) Hazardous Wastes (Management and Handling) rules 1989;
  - (vi) The National Environmental Tribunal Act. 1995
  - (vii) Compliance with batteries (Management & Handling) rules, 2001 as amended and rules and orders made there under and all other Acts & Rules in connection with pollution control in the relevant work area.

#### (21) Settlement of Disputes & Arbitration:

- a) If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of this contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached. Such dispute (s) or difference (s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.
- b) If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party, the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court, Calcutta.
- c) The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of india as amended or enacted time to time.
- d) The existence of any dispute (s) or difference (s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to this contract.
- e) The seat of arbitration shall be Kolkata, West Bengal, India.
- (22) The contractor shall fully protect and hold the Principal Employer, its employees and agents harmless against any claim, demand, actions, suits and proceedings, arising out of the contract.
- (23) **Force Majeure** Conditions such as Acts of God, Strike, Commotion, Lockout, Railways & Power Station Service disruption etc. the agency shall intimate in writing such prevailing Force Majeure Condition to WBPDCL with in seven days for the occurrence of such event with satisfactory documentary evidence on this behalf in order to entertain any claim.
  - a) Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances referred to clauses described below that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care. Force Majeure includes but not limited to the following events and circumstances to the extent they, or their consequences, satisfy the above requirements:
    - Any cause which is beyond the control of Contractor or WBPDCL, as the case may be.
  - i. Natural phenomenon including but not limited to weather conditions, floods, drought, earthquakes and epidemic

- ii. Acts of any Governmental authority domestic or foreign, including but not limited to war (declared on undeclared), revolution, quarantine, embargoes, licensing control or production or distribution restrictions.
- iii. Accidents and disruptions, including but not limited to fires, explosions.
- iv. Nationwide or wide spread strikes or labour disputes extending beyond the Project site continuing for more than three (3) weeks and sabotage.
- v. Transportation delay due to force majeure or accident.
- vi. Failure or delay in Contractor's source of supply due to force majeure causes enumerated at (i) to (vi) except defective forging and castings, and
- vii. Failure to reach agreement as set forth below.
- viii. The following events are explicitly excluded from Force Majeure Events and are solely the responsibility of the affected party: Any strike, work-to-rule action, go-slow, or similar labour difficulty which is not specifically, enumerated in the above clauses (i) to (vii)
- ix. Late delivery, of plant, machinery, equipment, materials, spares parts or consumables for the Project; A delay in the performance of any contractor; Economic hardship;
- x. Changes in Applicable Laws
- xi. Force Majeure events which occur outside India and do not directly involve India comprising: Act of war (whether declared or undeclared), invasion armed conflict or act of foreign enemy blockade, embargo, resolution, riot, insurrection, civil commotion, act of terrorism, or politically motivated sabotage or kidnapping

OR

Any event or circumstance of a nature analogous to any of the foregoing.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Contractor/ WBPDCL as the case may be, shall, within one week, give notice in writing to the WBPDCL/Contractor, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

#### b) BURDEN OF PROOF:

In the event that the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the Parties shall submit the dispute to arbitration, provided that the burden of proof as to whether a force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

#### c) EFFECT OF FORCE MAJEURE

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of acceptance of Letter of Award / Effective Date.

In the event that Force Majeure circumstances continue for a period of more than one month, both the parties may discuss and mutually agree upon the future course of action which may include termination of Contract.

The Contractor shall request for extension of Time for Completion due to delay caused by Force Majeure. The WBPDCL may agree to give extension in time as may be justified. However the WBPDCL will not bear any additional cost whatsoever in connection with Force Majeure.

#### d) PERFORMANCE TO CONTINUE

Upon the occurrence of any circumstances of any Force Majeure the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer.

**Time - The Essence of Contract:** Time is the most important aspect of the Contract. The assigned works shall be completed as per the schedule given by the Controlling Engineer for each of the respective jobs; The Contractor shall so organize his resources and perform so as to complete the Work not later than the aforesaid time.

(24) **Risk Purchase:** Upon such terms and in such manner as it deems appropriate, goods undelivered or works unexecuted may be procured/executed adopting alternative recourses at the sole risk and cost of the contractor. The additional cost over and above the contracted price incurred for procurement of undelivered goods / execution of the unexecuted portion of works shall be charged to the Contractor. However, the contractor shall continue to fulfill the contract to the extent which is not terminated.

(25) **Due to insolvency:** If the contractor (or any Member of the JV, consortium/collaborator if applicable) becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), the contract may be terminated without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

#### (26) TERMINATION OF CONTRACT

TERMINATION UPON CONTRACTOR'S MATERIAL BREACH: In the event Contractor is adjudged a bankrupt or insolvent, or if Contractor makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganise under the bankruptcy or similar laws, or if Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to commence the Work or abandons the Work or part thereof or fails to rectify any Work done that has been rejected or objected to by the Purchaser or if it fails to make prompt payments when due to Subcontractors or for labour, materials or equipment, or if Contractor otherwise commits a material breach of any of the terms of this Agreement, Purchaser may, without prejudice to any other right or remedy Purchaser may have hereunder or at law or in equity, at any time terminate this Agreement upon 30 days' notice to Contractor, provided such event or breach is not remedied within such 30 days period or, if the breach or default cannot reasonably be cured within 30 days, such longer period (not to exceed 60 days) as may be reasonably necessary to cure such breach or default. Purchaser may terminate this Agreement immediately upon notice to Contractor if Contractor disregards a material provision of any Applicable Law. Purchaser may terminate this Agreement, upon 30 days' notice, if Contractor disregards any other provision of Applicable Law, provided any such failure is not remedied within such 30 days period. If this Agreement has been properly terminated pursuant of this clause, Contractor shall be deemed to be in material breach of this Agreement and shall receive no Termination Payment or other cancellation payments in the event of a termination under this clause, but Contractor shall be entitled to any Scheduled Payments then due and payable.

#### (27) FORECLOSURE OF CONTRACT:

Termination for purchaser's convenience: Purchaser may for its convenience terminate any part of the services or any Subcontract (with the termination of any, subcontract to be effected through contractor) or all remaining services or the agreement hereunder, at any time upon 30 days' prior written notice to contractor specifying the part of the services to be terminated and the effective date of termination. Immediately upon receipt of such notice, contractor shall stop performance of the terminated services and shall immediately order and commence demobilization with regard to the terminated services. In the event of a partial termination, contractor shall continue to prosecute the part of the services not terminated. In case of a termination of part of the services, Purchaser will authorize a scope change order making required adjustments to one or more of the Guaranteed completion date, the contract price, the payment & milestone schedule the project schedule and the performance guarantees, as appropriate. However, the purchaser shall pay to the Contractor for any work performed by the Contractor in respect of terminated services, duly certified by the Controlling Officer of the Purchaser, against submission of documentary evidences by the Contractor.

Consequences of Termination: Upon any termination pursuant to this clauses, Purchaser may at its option elect to (a) assume responsibility for and take title (to the extent title has not previously passed to Purchaser) to and possession of the Project and any or all work, materials or equipment remaining at the Facility Site, and (b) succeed automatically, without the necessity of any further action by Contractor, to the interests of Contractor in any or all contracts and Subcontracts entered into by Contractor with respect to the Project, and shall be required to compensate such contractors and Subcontractors only for compensation becoming due and payable to such parties under the terms of their contracts and Subcontracts with Contractor from and after the date Purchaser elects to succeed to the interest of Contractor in such contracts and Subcontracts. All claims by such contractors and Subcontractors to be due and owing for Services and other work performed prior to such date shall constitute debts between Contractor and the affected contractors and Subcontractors, and Purchaser shall in no way be liable for such sums. Contractor shall include in all agreements and contracts entered into with contractors and Subcontractors a provision providing for the foregoing. In the event of any termination pursuant to these clauses hereof, Purchaser may, without prejudice to any other right or remedy it may have, at its option finish the Services and other work by whatever method Purchaser may deem expedient. In such case, Contractor shall not be entitled to any further pay hereunder, and to the extent the costs of completing the Services and other work hereunder, including without limitation compensation for additional professional services, exceed those amounts that would have been payable to Contractor hereunder to complete the Services except for Contractor's default, Contractor shall pay the difference to Purchaser upon demand.

Surviving Obligations: Termination of this Agreement (a) shall not relieve either Party of its obligations with

respect to the confidentiality of Proprietary Information as set forth elsewhere (b) shall not relieve either Party of any obligation hereunder which expressly or by implication survives termination and (c) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination and shall not relieve Contractor of its obligations as to portions of the Services already performed or of obligations assumed by Contractor prior to the date of termination.

Payment upon Termination: Upon termination of all or part of the Services pursuant to clauses described above, Contractor shall be entitled to be paid:-

all actual documented costs incurred by Contractor, as audited and accepted by an independent certified public accounting firm of national reputation selected by Purchaser and acceptable to Contractor, incurred or that could not be avoided in connection with performance by Contractor of services as of the date of termination which were not previously paid for by Purchaser, and all actual documented costs incurred by Contractor in connection with items procured by Contractor in connection with the services for which Contractor has not been paid, provided that such items are delivered to Purchaser at the Project Site together with all documents necessary to transfer title thereto to Purchaser (the 'Termination Payment'). As a condition precedent to receiving the Termination Payment, Contractor shall execute and deliver all such papers and take all such steps, including the legal assignment of Contractor's contractual rights, as Purchaser may require for the purpose of fully vesting in Purchaser all rights, title and interests of Contractor in and to all subcontracts, purchase orders, warranties, guarantees and other agreements.

Verification of the Termination: Contractor shall, within 90 days of any such termination of all or part of the Services, submit to Purchaser all invoices and other documentation as is sufficient to enable Purchaser to verify the performance of the Services and Contractor's costs associated therewith and to determine the amount of the Termination Payment. Termination Payment shall not include the costs of future anticipated profit or restocking charges.

Payment and Limitation of the Termination Payment: Purchaser shall pay the Termination Payment to Contractor within 90 days of Purchaser's receipt of the documentation required under the clause: Verification of the Termination.

Payment of the Termination Payment shall be sole and exclusive liability of Purchaser, and the sole and exclusive remedy of Contractor, with respect to termination of this Agreement pursuant to above clauses. In no event shall Purchaser have any further liability to Contractor in any such event for actual, incidental, consequential or other damages, notwithstanding the actual amount of damages that Contractor may have sustained.

#### (28) LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

- a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the party in the contract.
- b) The aggregate liability of the Contractor to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount of the total contract price, provided that this limitation shall not apply to the cost of repairing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.
- (29) HINDRANCE REGISTER: A Register will be maintained at work site by the executing department regarding various hindrances encountered during the execution of work on day to day basis and that should be recorder in this hindrance register. Engineer-in-Charge of Controlling department and Contractor or his authorized representative will sign in this hindrance register. Any refusal of signature of Contractor should be recorded through communication to the contractor.
- (30) The expenditure towards GPA Insurance for worker will be considered by the agency during bidding.

# <u>ANNEXURE – III</u>

#### **SPECIAL TERMS & CONDITIONS**

A.	COMMERCIAL		
1.	Guarantee Period	:	Will be 06 (Six) months from the date of completion of the job. Any problem arising out due to bad workmanship will attribute liabilities of the contractor to attend and rectify the same at his own cost.
2.	Payment terms	:	After submission of CPG, 60% of the contract value will be released against supply of materials within 45 days, 35% of the contract value will be released after completion of the job within 45 days, & rest are after guarantee period.  Bills are to be submitted in triplicate to Controlling Officer for certification towards releasing payment from the F&A dept., BkTPP.  All bills shall be routed through HR&A Dept., BkTPP for verification of submitted IR clearance and Safety Dept., BkTPP for Safety Clearance. For issue of IR clearance before release of periodic / monthly bill, three copies of Wages Sheet, P. F. Contribution Deposit Challans, copy/ies of Electronic Challan cum Return (ECR), Statement showing individual PF contribution as required under Para-36B of EPF Scheme-1952 and Remittance Confirmation Slip, all i.r.o. previous corresponding month are required to be submitted to HR&A dept. within 7th day of the running month. Without IR Clearance from HR&A Dept. no Bill will be released. ESI Registration & Contribution is required. All bills will be materialized at Finance Dept after proper clearance from HR&A Dept. regarding ESI related verification.  The Encashment of un-availed Earned Leave & payment of CEB/Gratuity, as applicable, must be made at the end of execution of the contract before obtaining final IR Clearance.  If any quarter is occupied against the work order the same is required to be vacated before release of the Final/ Last Bill. For this vacation report is to be submitted to HR&A Dept. for obtaining necessary clearance.  "Any change in provisions of GST including applicability of certain provisions which for the time being is deferred is deemed to be applicable in this order."
3.	Deduction from allocation	:	A. Security Deposit:  The successful tenderer have to deposit CPG as security, in the form of Demand Draft/ Pay Order/ Banker's Cheque /Bank Guarantee for satisfactory execution of the order, and for guaranteed performance of the executed works or services. The amount shall be equivalent to 10% of the ordered value and it shall be deposited within 30 (thirty) days from the date of issuance of Work Order, or within the offer validity period, whichever is earlier. In case the guarantee is given in the form of Bank Guarantee (BG), then it should be issued from any Scheduled Bank.  SD / CPG will be released after successful completion of the contract against certified bill in triplicate submitted to the Controlling Officer and No Objection Certificate (NOC) / IR Clearance by HR&A Dept.  The validity period of CPG should cover the entire period of supply/execution of job and where there is a defect liability period, till expiry of such period plus 3 months claim period thereafter.  B. Liquidated Damages:  In case of delay in completion of any assigned job beyond a mutually agreed time due to any reason on your part. L.D. will be charged @ 0.5% of the total L.S. contract value per day delay or part thereof at the discretion of the controlling officer or his representative.  C. Penalty:  i) In case of failure to attend any assigned job on the part of contractor within a mutually agreed time, the work may be get done by any other agency in the interest of the corporation & the cost of job incurred by WBPDCL will be deducted from the monthly bill at the discretion of the controlling officer.  ii) Penalty will be imposed @ 0.5% of the bill for non-compliance of Scrap removal in

#### **B) TECHNICAL & OTHERS:**

1.	Termination	:	WBPDCL reserves the right to terminate the contract at any stage for unsatisfactory		
	of Contract		performance without any compensation for loss or damage due to such termination. However,		
			this will be applicable only after you have been given a reasonable time to be mutually agreed		
			upon for rectifying such shortfall in performance.		

2.	Hand Over of Documents	:	The contractor must submit all the drawings, tools & tackles or any measuring instruments provided by WBPDCL at the time on or before termination date of the contract to the issuing authority.	
3.	Working Hours	•	Work shall go on round the clock basis on all days including Sundays and Holidays. Shift timing should be followed as specified:  General shift: 08:00 hrs. – 12:00 hrs. & from 14:00 hrs. – 18:00 hrs.  Morning Shift: From 6.00 hrs to 14:00 hrs At the discretion of the Evening Shift: From 14:00 hrs to 22:00 hrs Controlling Officer  Night Shift: From 22:00 hrs to 6:00 hrs  Apart from the normal working hours, contractor will attend the job during odd hours, Sunday or Holiday, if situation warrants, within the scope of lump-sum contract at the instruction of controlling officer or his representative.	
4.	First aid	:	Contractor will maintain an arrangement at his own cost to administer the first aid in case of minor injury of any of your working personnel.	
5.	Accommodation	••	Accommodation for the manpower of the contractor should be arranged by the contractor.	
6.	Execution of Work	:	The job is to be carried out strictly in adherence to the fixed schedule timing as per the instruction of representative of Controlling Officer.	
7.	Time of completion	••	Time frame for completion of particular job will be provided by Controlling Officer or his representative in consultation with the site representative of contractor. Delay in completion of the job without valid reason is liable to imposition of liquidated damages at the discretion of Controlling Officer.	
8.	Quality of job	••	Finished job should conform to manufacturing and / or erection specification or IS/ISO codes whichever and wherever they are applicable.	
9.	Cleaning of Site	:	Job will be considered incomplete until work site is free from scaffolding, scraps, rejects and other wastes. L.D. may be imposed at the discretion of the Controlling Officer after mutually agreed time frame given to you.	
10.	Enabling work		Contractor will pave it convenient to undertake the assigned job. Supply and arrangement of any type of scaffolding, plank etc. will be done by the contractor within the L.S. contract.	
11.	Power of Site	:	Will have to be arranged by the contractor from the nearest supply point and to be supplied by WBPDCL free of cost.	
12.	Time of Completion	:	On completion of any assignment in all respect, you are to hand over the job card. After duly filling up of all the columns in the said card signed by the competent representative of the Controlling Officer.	
13.	Area of work	:	Any work related to interfacing area will have to be carried out by him as per the instruction of the Controlling Officer.	
14.	Tools-tackles	:	For smooth execution of work, all required tools & tackles and measuring instrument will be provided by the contractor except special ones, if any, within the L.S. contract.	
15.	Machining job	:	Any machining job during maintenance work under all circumstances is to be taken up by the contractor at his own cost.	
16.	Liability of damages	:	Liability of damages will be shared as mutually agreed upon by BkTPP & the agency.	

#### ANNEXURE - IV

#### SAFETY PROVISION RELATING TO CONTRACTOR / AGENCY

- 1. The contractor shall be vigilant to ensure provisions of Factories Act 1948 and other statutory provisions as applicable in respective Power Station/ Project.
- 2. The contractor shall be vigilant to ensure provisions of the Building and other Construction workers (BOCW) Act, 1996 and also The West Bengal Building and other Construction workers (Regulation of Employment and condition of service) Rules, 2004 in respective area. FORM-II (Certification of Registration) is to be taken by the contractor before starting the job.
- 3. It shall be the responsibility of main contractor to ensure that all safety requirements are followed by the employee and staff of the sub-contractor
- 4. The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatality and compensation arising out of such situation or incidents.
- 5. In case of accident/incident/injury/fatality, the contractor shall immediately submit a statement of the same to the owner/ head of the concerned Department and Safety officer, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition the contractor shall submit a monthly statement of the accident at the end of each month.
- 6. Engagement of Safety personnel: Contractor who has 200 or more workers must engage qualified Safety personnel in order to ensure the implementation of safety requirement of the work area and the contractor who have less than 200 workers must engage one of his qualified employees as a safety co-coordinator who shall liaise with the WBPDCL safety officer on matter relating to safety and his name shall be displayed on the notice board at prominent place at the work side.
- 7. Contractor must ensure use of Personal Protective equipment (PPE) by its workers in line of their allotted job. The personal Protective equipment to be supplied by the contractor to their worker must be in line with IS/CE or equipment approving standards to be approved by safety officer before commencement of the work. The contractor should also replace all damaged PPEs during this contract at his own cost. If any contractor fails to supply the PPEs to his workers, he shall be penalized according to Clause 32 of this document.

u	ocument.			
	TYPE OF JOB	APPROPRIATE PPE		
1	Working at Height (above 1.8 mt. from immediate floor)	/ Cotton Hand Gloves etc.		
2	Chipping, Grinding, Drilling, Power Fasteners	Goggles & Face Shield, Helmet, Safety Shoe, Leather / Cotton Hand Gloves etc.		
3	Chemical Handling (Liquid & Solid), Degreasing, Spraying, Splashing.	Chemical Goggles, Safety Glasses, Face Shield, Nose Guard, Helmet, Safety Shoe, Rubber Hand Gloves, Chemical Suits etc.		
4	Woodworking, Sweeping, Dusting.	Safety Glasses, Face Shield, Nose guard, Helmet, Safety Shoe, Leather / Cotton Hand Gloves etc.		
5	Welding Job, Cutting, Brazing, Soldering, to avoid injury due to flashing	Welding helmets / welding shields used over primary eye protection, Helmet, Safety Shoe, Leather / Cotton Hand Gloves etc.		
6	Working at High Temperature	Safety Goggles, Helmet, Safety Shoe, Heat Resistant Hand Gloves etc.		
7	Metal Handling (Sharps)	Safety Goggles, Helmet, Safety Shoe, Cut Resistant Hand Gloves etc.		
8	Impact, Operation of Overhead Crane.	Safety Goggles, Helmet, Safety Shoe, Hand Gloves etc.		
9	Electrical Work	Safety Goggles, Helmet, Non-steel toed safety shoe, Insulated hand Gloves, Fire retardant clothing etc.		
10	Chemical like particulates, Gas, vapor fumes	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with appropriate cartridge etc.		
11	Oxygen Deficiency Work (Confined Space job)	Safety Goggles, Helmet, Safety Shoe, Supplied Air respirator (BA Set) etc.		
12	Fire Fighting Jobs and Rescue work	Safety Goggles, Helmet, Safety Shoe, High Visibility fire resistance suits, Leather/ Cotton hand gloves etc.		
13	Working at Noisy Area.	<ul> <li>Safety Goggles, Helmet, Safety Shoe</li> <li>85DB to less than 100DB required Air Plugs.</li> <li>100DB or greater required Air Muffs.</li> </ul>		

- 8. The contractor will ensure medical examination for its workers before commencement of any work and once in every year by qualified medical doctor as per provision in the Factories Act, 1948 and W.B. Factories rule, and maintain a register for the same for inspection by Respective Department and Safety Department on demand. The Factory Medical officer shall check the certificate and sent to HR Dept for issuance of Gate Pass.
- 9. Examination of Eye sight of certain worker: No person shall be allowed to operate a crane, locomotive, fork-lift and (dumper, dozor, lorry, tractor etc) or to give signals to a crane or locomotive operator unless his eyesight and colour vision have been examined and declared fit by qualified ophthalmologist to work whether with or without the use of corrective glasses. The eye-sight and colour vision of the person as referred shall be re-examinated at least once in every period 12 months up to the age of 45 years and once in every 6 month beyond that age.
- 10. The worker employed by the contractor should be suitable for the respective job requirement otherwise head of the concerned Department shall have right to disallow the unsuitable worker (e.g. a vertigo patient cannot be allotted a job at height).
- 11. In case of injury, the contractor will send the injured person to hospital/ Dispensary/First Aid centre with statement to the Head of the concerned department under whom he work as well as the Safety Officer. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by the Govt. /Govt. registered Doctor and the said certificate will be submitted to the safety department and HR&A Department before resumption of work by the injured worker. The contractor will maintain an arrangement at his own cost to administer first aid in case of minor injury to any work personnel.
- 12. The "Colour code of Helmet" of WBPDCL is to be maintained by the contractor and Special Overhauling sticker shall be affixed in the helmet of the worker (Contractual) engaged in overhauling jobs.
- 13. Only metallic Scaffolding with proper locking system is to be used for working height job. Proper metallic Scaffoldings are to be constructed as per IS4041 & 3696 guideline. No make-shift or bamboo-made scaffoldings are allowed.
- 14. Ladders, Crawler Ladders and Hoisting equipment should be properly checked for level, support and other safety aspects before use.
- 15. Proper working platforms with hand railing and toe guard (150 mm) are to be constructed.
- 16. Vehicle speed in side plant and Back horn for heavy vehicle: Back horn is to be installed in all the heavy vehicle and the speed limit of the vehicle inside plant must be 20 km/hr.
- 17. Special Safety requirement, if any, is to be discussed in Per-bid in presence of personnel of Fire & Safety Dept &MOM to be made.
- 18. All electrical connection is to done through RCCB / ELCB with proper plug top. No damaged, jointed or twisted cables shall be used for electrical connections. Plug tops shall be mandatorily used for connections from designated plug points.
- 19. Proper illumination level is to be arranged (working light).
- 20. All gas cutting equipment is to be connected through flash back arrester.
- 21. Practice of shifting of gas cylinder by rolling on the ground is not allowed. Cage / Trolley is to be used for shifting Gas cylinder. All Cylinders must be with cap on head. All cylinder used at site must be tied properly to avoid falling hazards.
- 22. Portable cutting & grinding machine should be made of plastic body with proper guard.
- 23. Hand lamp bulb must be guarded with proper glass and cage.
- 24. 24 volt power supply is to be used in side every confined space job.
- 25. First Aid Box should be mandatorily available at the job site.
- 26. Barricading is also mandatory for heavy lifting zone and Radiation zone. The contractor is also responsible for cordoning/ barricading any other area, which may be affected by the job and which controlling officer/ safety officer feels necessary. Grating and hand rail removed for material movement must be barricaded. Same must be restored back once job is over.

#### 27. EQUIPMENT QUALITY:

- a) Following equipment or tools shall not be allowed inside plant premises without valid certificate and gate pass. Contractor shall submit relevant valid test certificate of equipment to controlling officer beforehand towards timely issuance of gate pass for the equipment.
  - ❖ Welding Machine,
  - Lifting & Pulling equipment.
- b) Contractor shall provide good condition equipment for job.
- c) Equipment shall be operated only by trained/ competent and designated employee of the contractor.
- d) Contractor shall provide relevant certifications of the equipment before putting in service.
- e) Electrical Maintenance or repair (including minor) shall only be performed by approved competent person related to electrical work.

The contractor shall ensure periodic testing/Examination of equipment as well as safety tools and tackles used by them as per provision of The Factories Act, 1948 and The West Bengal Factories Rules, 1958 and maintain a register for the same for inspection by respective dept/ Fire & Safety Dept. on demand.

#### 28. **READINESSOFTHEJOBOFTHEAREA**:

Before execution of the job readiness of the job area is to be done following above guide lines with permission of the user department.

#### 29. READINESSOF THEWORKERS:

- a) The safety related actions to be taken regarding workers before starting the job.
- b) The worker should attend safety training and competent supervisor of contractor should mandatorily deliver tool box talk before taking up any job.
- 30. Job execution is to be started after getting clearance from user department.
- 31. After Completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.
- 32. Without prejudice to the right conferred by the clause as mentioned before for stoppage of work for violation of Statutory rules and regulations requirement, contractor should be liable for penalties as mentioned below:
  - i) Up to ₹ 5000/- DGM (E&S) / HOD (Env. & Safety) / HOD of dept. relevant to the contract where work is being done for 1st violation of safety norms, non-use of essential PPE like Safety Shoes, Hand Gloves, Safety Helmet, Goggles etc as per work requirement of contractor and their worker.
  - ii) Fine up to ₹20,000/- on 2nd violation as mentioned in clause (i) above.
  - iii) Repeated Safety violation may result in debarment of vender for future contract.
  - iv) Fine up to ₹10,000/- for violation of non-use of full body harness and related accessories by contractor and contractor worker for working at height.
  - v) Fine up to ₹25,000/-(Min) to ₹50,000/-(Max) for serious injury caused by violation as mentioned in clause no. (i) to (iv).
  - vi) Independent of the above, contractor shall be fined ₹1,00,000/- (One Lack) or more and debarred/deregistered from taking up further contractual work in WBPDCL from date of issue of debarring/ deregistering order in case any fatal accident occurs due to violation as mentioned clause (i) and (iv) above.
- 33. Submission of duly filled & signed "Safety Clearance Certificate" as per attachment is mandatory for final clearance of payment

# <u>ANNEXURE – V</u>

### SAFETY CLEARENCE CERTIFICATE

To
The Safety Officer/ DGM (E&S),
Bakreswar Thermal Power Project,
West Bengal Power Development Corporation Ltd.
Subject: Clearance regarding fulfillment of Safety requirement as per ANNEXURE "SAFETY".
Name of Agency:
Work order No.:
Sir, With reference to the above may please confirm whether relevant safety requirements, terms and condition as mentioned in the "safety provision relating to contractor" attached with the work order has been fulfilled by us during the execution period or any accident occurred due to willful act or non-fulfillment of safety rules in spite of caution letter issued by Fire and Safety Department, BkTPP.
Party Signature with Date & Stamp:
Turly digitalize with Bute & Stamp.
(For use of WBPDCL authority only)
Remarks:-
<ol> <li>Total removal of Scrap &amp; Debris by the contractor : Done ☐ Not done ☐</li> <li>Accidents happened during contract period : (If not NIL, please attach details)</li> </ol>

Officer	Signature with Name	Other Remarks (If any)
Controlling Officer of respective Order, WBPDCL		
Safety Officer/ Sr. Manager(E &S)/ Dy. General Manager (E & S), WBPDCL		

# <u>ANNEXURE – VI</u>

#### (To be executed in non judicial stamp paper of Rs. 100/-)

#### **CONTRACT AGREEMENT FORM**

BETWEEN THE BKTPS, THE WEST BENGAL POWER DEVELOPMENT
CORPORATION LIMITED (in short WBPDCL) ,(A Government of West Bengal Enterprise)
incorporated under the Companies' Act, 1956 having its Registered Office at Bidyut Unnayan
Bhaban, Plot 3/C, LA-Block, Sector-III, Salt Lake City, Kolkata – 700 106, hereinafter called as
"WBPDCL" – Tender (which expression shall unless excluded by or repugnant to the context be
deemed to include its successors and assigns) of the First Party of the first part AND
hereinafter referred to as "Contractor"
(which expression shall unless excluded by or repugnant to the context be deemed to include its
successors and assigns) hereinafter called as "Contractor" of the Second Party of the second part.
successors and assigns) neremarker cancer as Contractor of the second rarry of the second part.
The parties hereto agreed as follows:-
1) The West Bengal Power Development Corporation Limited – (First Party) herein desired
to engage Company/Agency on contractual basis for the job of
under the control and supervision of the said agency and
subject to the Terms & Conditions as mentioned in the Tender Document, accordingly, Notice
Inviting Tender No dtd
2) In pursuance of the said NIT M/s
Party) submitted their offer along with all specified documents and maintaining the Terms &
Conditions of the Tender Document along with other Agencies for the job of
3) After being successfully fulfilling all the criteria of the NIT, the Work Order had been
placed on M/s (Second Party) vide Order no
by the First Party for execution of the job.
4) The Contractor (Second Party) agreed to accept the Terms & Conditions of the Work
Order, Terms & Conditions of the Tender Documents, MOM of the Pre-bid discussion, and other
terms and condition which may be communicated from time to time, the Contractor (Second Party)
further, agreed to strictly abide-by the aforesaid Terms & Conditions of the Tender Documents
which will be treated as part of the agreement for all intents and purposes.

Page 1 of 2 of contract agreement form

IN WITNESS WHEREOF the parties to these presents have respective hands and seals the day month and year first above writers.	hereunto set and subscribed their itten.
SIGNED AND DELIVERED for and on behalf of The West Bengal Power Development Corporation Limited	
In the presence of	
SIGNED AND DELIVERED by the Contractor	
In the presence of	
	Page 2 of 2 of contract agreement form

## <u>ANNEXURE – VII</u>

#### PRE-EMPLOYMENT MEDICAL CHECK-UP FORM (GENERAL)

#### 1. **PERSONALDETAILS**:

Name:	
Sex:	Male / Female
Date of Birth:	
Marital Status:	Married / Unmarried
Designation:	Division & Section:
Nature of Job:	
General Appearance:	
Present Posting:	
Type of Job:	[occupational hazard if any]
Marks of Identification:	I. II.

Signature of Medical Officer

Signature of Candidate

#### 2. **HISTORY**:

Personal:	
Family:	
Past History: Major Illness / Operations / Injuries with date	
	Previous: Duration with year:
Occupational:	Type of work done:
	[Details of past exposure to any significant occupational hazards]
	Menstrual History: (i) Age at menarche:
Female Candidate:	(ii) LMP:
	(iii) History of miscarriage/abortion/still birth/congenital malformation etc.

#### 3. **GENERAL EXAMINATION:**

a) Temperature: °C	b) Pulse: /min
c) Height: cm	d) Weight: kg
e) Blood Pressure:	

f) Acuity of vision:

		Without alogge	With alogge	Strength of Glasses			
		Without glasses	With glasses	Sph	Cyl	Axis	
Distance Vision	RE						
Distance vision	LE						
Near Vision	RE						
Near Vision	LE						

NOTE: Detailed visual acuity test to be performed specifically for personnel to be posted as Drivers, Crane Operators, Fork-Lift Operators, Locomotive Operators, Fire Man, Security Personnels.

- Night Blindness:
- Color Vision:
- Depth of Vision:
- Fundus Examination:
- g) Skin Condition: Normal / Abnormal Comment if any:
- h) Teeth: Normal / Abnormal Comment if any:
- i) Lymph Node: Normal / Abnormal Comment if any:
- j) ENT: Normal / Abnormal Comment if any:

#### 4. **SYSTEMATIC EXAMINATION:**

a) Respiratory System:		
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Signature of Medical Officer

#### **APPLICATION FOR ISSUANCE OF HEIGHT PASS**

Valid for 01 year / 365 days from the date of issue unless cancelled/withdrawn earlier by the issuing authority. It should be revalidated free of cost on due application to Industrial Safety Section. In case of loss, applicant must apply and appear for the practical tests.

1.	Full Name	of applicant (Block Letters):	:							
2.	Present Address:									
3.	Permanent	Address:								
4.	Age:	5. Sex:	6. Height:							
7.	Gate Pass N	No:								
8.	Date of issu	ue of Gate Pass:								
9.	Name of Co	ontractor with whom engaged	d at present:							
10.	Ref. W/Ord	der No.:								
11.	Description	of present job:								
12.	Previous ex	sperience of working at heigh	nts:							
	Sl. No.	Name of Employer	Duration of employment work experience							
13.	Do You sut	ffer from any of these ailment	ts: (Write Yes/No against each):							
	a) Blood Pr		b)Epilepsy							
	e) Mental d	headache or feeling sensation lepression	n d)flat foot f)Limping gait							
	g)History o		7 1 86							
Dagala	ration									
Harnes misuse	y declare the s with double the height p	le layer and the lifeline when	nished by me is true and correct. I shall always wean ever working at heights or in depths of about 10 ft. r it to any other person. I shall never come to duty	I shall not						
Date:			Name:							
			Signature:							

# <u>ANNEXURE – VIII</u>

# **BIDDER INFORMATION SHEET**

(To be filled, signed and attached)

1.0	Proposal No. and Da	ite						
2.0	Validity of offer from	n date of opening of bid						
3.0	Name and Commun	cation Details						
3.1	Full legal name of P	rime Bidder						
3.2	Registered Office d	etails						
	a) Address							
	b) Contact Telepho	ne Nos.						
	c) Email ID							
	d) Fax. Nos.							
	e) Person to be con	tacted						
3.3	Kolkata office deta	ils [If any]						
	a) Address							
	b) Contact Telepho	ne Nos.						
	c) Email ID							
	d) Fax. Nos.							
	e) Person to be con	tacted						
	Nature / status of c	andidate firm (whether sole						
4.0	Proprietary / Partn Public Limited / Pub	ership) / Private Limited /						
4.1		on and its legal entity						
	a) In case of indi-	vidual: Give his full name,						
	•	I nature of business.						
	all the partners an	rship firm: Give the names of d their addresses						
		panies: Give date & place of						
		ding date of commencement						
		e of public companies						
	d) Registration No.							
5.0	Names of Responsi	ible persons and their design	ation: (for han	dling all aspects of this tender /				
	PERSON	DESIGNATION	BASED AT	TELEPHONE NO. / E-MAIL / FAX				
a)								
b)								
c)	D C A							
		/ Letter of Authority (An enclosed in case the tender /						
6.0		Individual other than the sole						
	proprietor)	, room omer than the boile						
		Iteration to Tender has been						
7.0		aly authorized / empowered to		YES / NO				
	do so							

In case of placement of the order (if placed), the		Order Address:							
8.0	address with GSTIN no. of the office to be addressed including Invoicing Address	Invoicing Address:							
9.0	Product catalogues, leaflets etc. attached	YES / NO							
10.0	Financial Details of the Bidder								
10.1	Name & address of Bankers								
10.2	GST Registration details								
10.3	PAN/TAN No.								
10.4	Annual turnover of Bidder for last three (03) Financial Year  a) 2019–20 b) 2020–21 c) 2021–22								
10.5	Enclosed Copies of Balance Sheets and Profit and Loss Account (duly audited certified public / chartered account) for the past 03 accounting (financial) years								
11.0	Employees Provident Fund A/C. No.								
12.0	Professional Tax registration No.								
13.0	ESI Code / Registration No.								
14.0	SAC Code								
15.0	Nos. and details of permanent employees								
16.0	Whether Bidder is blacklisted / debarred by any Government department / Public Sector Undertakings/ Other Government Agencies	YES / NO  If YES please mention the date of blacklisting and name of the organization by which blacklisted.							
17.0	Whether CIN allotted by ROC, MCA available	YES / NO  If YES please mention number with date							
	SIGNATURE: SEAL OF COMPANY								

NAME: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

st Scanned self attested copies of certificates/documents, as applicable to be submitted.

# ANNEXURE – IX

# <u>DECLARATION BY BIDDER WHILE BIDDING IN BOTH ONLINE/OFFLINE MODE</u>

Α.	firm)do hereby declare that I have gone through all the provisions of NIT Nodated (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).
В.	I, on behalf of M/s (name and address of the bidder) hereby declare that M/s (name of the bidder) is not blacklisted / debarred by any Government department / Public Sector Undertakings/ Other Government Agencies for which we have executed / undertaken the works / services during the last year(s).
C.	I, on behalf of M/s (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/supplied tender document and the tender document submitted by M/s (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.
	I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.
	Signature of Bidder / Authorized representative
	Seal of the Company

# ANNEXURE – X

#### FORMAT – II

Name of the Contractor:

Statement showing individual contribution towards EPF and Pension Fund for the month of ......

	Statement showing marviatian contribution towards ETF and Tension Fund for the month of											
Sl.	Name of	Individual P.F.	Designation	Workin	Wages	Employees'	Employer'	S	D.L.I.	D.L.I.	Admn.	1) Mode of
No.	worker	membership		g Days	considered for	Contributio	Contribution		Charge	Admn.	Charges	deposition
		No.			deposition of PF	n			@0.5%	Charge	@1.1%	of P.F.
					contribution in		EPF	Pension	1	@0.01		contribution
					terms of Sec.6		@3.67%	Fund		%		
					of the EPF &		63.0770	@8.33%				2) Dt. Of
					MP Act -1952.			60.5570				submission
												of 12A(R)
												to P.F.
												Authority
												radioney

# ANNEXURE - XI

## PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

BANK GUARANTEE NO.:	
DATE:	
To, WEST BENGAL POWER DEVELOPMENT CORPORATION Bidyut Unnayan Bhaban, Block—LA, Plot No. 3/C, Sector—III, Salt Lake City, Kolkata—700106, West Bengal, India.	ON LIMITED
Dear Sir,	
In accordance with your RFP NoM/s XXX (N Registered Head Office at (hereinafter called RFP/Tender for (Name of Job).	ame of Participating Contractor) having its the Bidder) wish to participate in the said
	ne said Tender, which amount is liable to be ed in the Tender Document, we, the ing our Head Office / Registered Office at
WEST BENGAL POWER DEVELOPMENT CORPORATION words and figures) without any reservation, protest, demur are Procuring Entity shall be conclusive and binding on us irrespect Bidder.	nd recourse. Any such demand made by said
This Guarantee shall be irrevocable and shall remain valid up to date of submission of bid) with a claim period of another 3(thre guarantee is required, the same shall be extended to such red M/s XXX (Participating Bidder) on whose behalf this Guarantee	ee) months. If any further extension of this quired period on receiving instructions from
All rights of the West Bengal Power Development Corporation I and the Bank shall be relieved and discharged from all liabilities suit or action to enforce a claim under this Guarantee aga from the above mentioned expiry date of validity or, from that of	thereunder unless the WBPDCL brings any inst the Bank within ninety (90) calendar days
In witness whereof the Bank, through its authorised Officer, has so Year at	set its hand and stamp on this day
WITNESS:	
(Signature and Name)	(Signature and Name)
(Engineer / Officer address)	(Designation with Bank Stamp)
Attorney as per Power of Attorney No	

Date:

@ This date should be initially for One hundred and twenty (120) calendar days from the next day of the last date of Bid submission and may be extended from time to time.

# ANNEXURE - XII

## **BID MATRIX**

Note: Clauses mentioned here are indicative; Tender Inviting Authority (TIA) may further elaborate/include/omit / edit clauses as per specific tender requirement.

Sl. No.	Category	Tender Requirement	"\" only		Reference/loca tion (page No./Annexure
			Confirmed	Not Confirmed	110./Aimexure
1	General	Confirm whether the bid has been signed by			
		persons(s) duly authorized for this purpose			
2	_	Confirm whether the signatory(s) to the bid has indicated his full name and capacity in signing the bid			
3		Confirm whether the power of attorney or			
		authorization, or any other document such as			
		partnership deed, memorandum and articles of			
		association of Company, MOU entered among the			
		members of consortium, resolution of Board etc.			
		consisting of adequate proof of the ability of the			
		signatory to bind the bidder, has been submitted			
		along with techno-commercial bid			
4	Bid	Confirm whether the bid validity for (as per			
	Validity	tender document) days from the closing date of			
		submission of bids has been accepted			
5	EMD	Confirm whether Earnest Money Deposit in the			
		prescribed mode as per Tender Document			
		submitted along with techno-commercial bid.			
6		Details of mode of instrument submitted as EMD			
		(for example online bank transfer, BG, Pay Order,			
		DD, Banker' Cheque)			
7	EMD	If EMD is submitted in form of bank guarantee,			
		please indicate: (a) Bank Guarantee No., (b) Date of			
		issue, (c) Name of Bank and Branch,(d) Amount of			
		Bank Guarantee, (e) Date of expiry of claim period			
		(f) Confirm whether non-judicial stamp paper is as			
		per applicable stamp duty (Min value Rs. 100/-) and			
	D :	in the name of issuing bank			
8	Price	Confirm whether price have been quoted in separate			
	Bid	sealed cover strictly in the Price Bid Format of the			
		Bidding Document.			
9		Confirm whether the prices quoted by the bidder			
		are firm during the entire execution period of			
10		contract (save as specifically provided otherwise).  Confirm whether bidder has enclosed a blank copy			
10		of the schedule of prices format with price column			
		tick ( $$ ) marked against each item of price bid			
		format indicating quote against respective item in			
		the un-priced bid.			
		Note: Offers with techno commercial bid			
		containing prices shall be rejected outright			