
The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)
Santaldih Thermal Power Station

Notice Inviting Tender

NIT REF. NO.:- WBDCL/STPS/NIT/E1580/18-19



**Name of Job: Repairing and painting of D & E-Type Qtrs. within STPS
(T).**

Tender Fee (Non-Refundable): - Rs. 1000.00

EMD (Refundable):-Rs.40000.00

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SECTION: I

NOTICE INVITING TENDER

SUBJECT: Tender is hereby invited by the General Manager (STPS) WBPDCCL from experienced, technically capable and financially resourceful contractors working under Government organization, Govt. undertakings or PSUs for “**Repairing and painting of D & E-Type Qtrs. within STPS (T)**” through e- tendering.

1. General Guidance for e-tendering

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

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 <https://wbtenders.gov.in>. 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. Qualification Requirement and Eligibility Criteria for Bidders (QR):

A) The bidders must have experience of jobs in ‘**Any type of civil construction or civil repairing and civil maintenance works (Except Labour supply type of job)**’ working under any Government organizations/Semi Government organizations/Govt. undertakings/PSUs as per the requirement mentioned below, during last Seven (7) years ending as on **date: 31.06.2018:**

One (1) work completion certificate with respective work order having value not less than the amount equal to **Rs. 15,95,500.00**

OR

Two (2) work completion certificates with respective work orders each of value not less than the amount equal to **Rs.9,97,000.00**

OR

Three (3) work completion certificates with respective work orders each of value not less than the amount equal to **Rs.7,98,000.00**

Bidders shall upload self-certified photo copy/copies of the orders//completion certificates in support of the above.

B) Bidder must have average annual turnover of last three financial years ending on March, 2017 should be at least Rs. 5,98,500/-. Bidders must have adequate financial stability and status to meet the financial obligations pursuant to the works covered in the Bidding Documents.

The Bidder shall fulfill the must condition & Past Experience requirement satisfactorily as stipulated and submit/ upload documentary evidences as applicable. Any Bid which is incomplete, ambiguous, or not in compliance with the terms & conditions as laid down in the Bid Document is liable to be rejected.

AND

4.In addition to the above Bidder shall comply with the followings with valid documentary evidences:-

Certificates & Documents (need to be uploaded):

- a. IT PAN
- b. PF registration certificate
- c. Trade License
- d. Current PT Challan/ valid profession tax payment certificate (PTPC) (if applicable)
- e. Latest IT return (AY2017-18)
- f. The Bidders shall submit copies of their **Audited Profit-Loss and Balance Sheet** for last **03 (three)** consecutive financial years. i.e F.Y:2014-15, 2015-16, 2016-17
- g. **Goods and Services Tax (GST) registration Certificate**
- h. **Latest Goods and Services Tax (GST) return**

Bidders must have adequate financial stability and status to meet the financial obligations pursuant to the works covered in the Bidding Documents.

The Bidder shall fulfill the must condition & Past Experience requirement satisfactorily as stipulated and submit/ upload documentary evidences as applicable. Any Bid which is incomplete, ambiguous, or not in compliance with the terms & conditions as laid down in the Bid Document is liable to be rejected.

5. Payment Terms: Payment terms are mentioned in the tender. Any deviations on payment terms, if taken by the Bidder shall run the risk of being the tender declared as non-responsive by the Owner.

6. EMD & Tender fee: EMD and tender fee (nonrefundable) must be submitted in the form of Demand Draft/pay order/Bank Guarantee from **any Scheduled Bank**. The tender must be accompanied by Earnest Money deposit of Rs. **40000.00(Refundable)** and tender fee **Rs.1000/-**(nonrefundable), as detailed in next section of this document.

7. Know-how for Bidders:

i. All Bidders would be bound by the terms and conditions as detailed in tender specifications by the WBPDCCL and enclosed GCC.

ii. Evaluation of WBPDCCL shall be based on the information submitted/uploaded by the bidder in response to these documents. WBPDCCL reserves the right to reject any tender if a bidder is found to be qualified by giving incorrect /false/impaired or amended information.

iii. The WBPDCCL at its discretion may ask the Bidder to furnish the original copies of the documents submitted with bid or any other relevant documents for its scrutiny during any stage of the evaluation process of Bidder's bid.

iv. Tender papers are not transferable.

v. Downloading of tender documents from Website will not be construed to mean that such Bidders are automatically considered qualified.

vi. Any offer received after the expiry of the time prescribed for receiving completed tenders, will not be considered.

vii. The WBPDCCL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever.

viii. The WBPDCCL is not necessarily bound to accept the lowest offer.

ix. Before uploading the tender, each and every sheet of the tender documents along with the credentials as per stated in QR part will have to be signed by the bidder with office seal of the agency/company and copy of minutes of Pre Bid discussion (if held) also to be signed by the bidder unless of which the respective bid of the agency shall liable to be CANCELLED..

x. WBPDCCL reserves the right to amend the NIT/bidding document prior to deadline of submission of bid, for any reason whatsoever, including any change after pre-bid meeting. Any amendment/addendum/ corrigendum/extension, if required pertaining to NIT will be hoisted in Website only. Intending bidders are requested to visit the Website regularly for any amendment/addendum/ corrigendum/extension, if any, till opening of the NIT.

8. Scope of Work & Man-power Deployment Details:

- i. **Scope of Work: Repairing and painting of D & E-Type Qtrs. within STPS (T)**
(Please see page- 10 to know 'Scope of Work')
- ii. **Man-power Deployment pattern:** As per site execution.

9. Schedule of Dates for e-Tendering:

SI No	Milestone	Date
1	Publishing Date	04/09/18 from 15.00 hr.
2	Document Download start date	05/09/18 from 10.15 hr.
3	Pre-Bid Meeting	11/09/18 at 15:00 hrs at STPS, P.O-Santaldih T.P., Dist- Purulia
4	Bid submission start date	14/09/18 at 11.00 Hrs
5	Bid submission end date	21/09/18 at 17.00 Hrs
6	Tender fee & EMD physical submission last date in the office of DGM (M&C)/ STPS at 1 st floor of Administrative Building, STPS.	25/09/18 up to 15.00 Hrs
7	Technical Bid opening date	28/09/18 at 15-30 Hrs
8	Uploading of Technical Bid Evaluation sheet	To be notified later
9	Financial Bid opening date	To be notified later
10	Uploading of Financial Bid evaluation sheet	To be notified later

9. Contact Person:

Mr. D.Bhattacharya
DGM (M&C)/STPS
E-mail. dbhattacharya@wbpdcl.co.in
Mobile No.: 8336903677 / 03251-260218.

Sd/-
DGM (M&C)
Santaldih Thermal Power Station
P.O.: Santaldih, Dist: Purulia, Pin – 723146.

SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

This Invitation for Bids, issued by the Employer, The West Bengal Power Development Corporation Limited (WBPDC), is open to Domestic (Indian Legal Entities) Bidders meeting the eligibility and qualification criteria stipulated in the Bidding Documents. The Instructions to Bidders shall be read carefully and considered by the Bidders while preparing their Bids. All Bids are to be made and uploaded in accordance with the Instructions to Bidders.

2. Bidding Documents

The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering Letter accompanying Bidding Documents, the Bidding documents include:

- SECTION-I : NOTICE INVITING TENDER
- SECTION-II : INSTRUCTION TO BIDDERS & SCOPE OF WORK
- SECTION-III : GENERAL CONDITIONS OF CONTRACT (GCC)
- SECTION-IV : FORMS & ATTACHMENTS

The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required in the Bidding documents or submission upload of a Bid not substantially responsive to the Bidding Documents in every respect will / may result in the rejection of the Bid.

3. Collection of Tender Documents:

Tenders are to be submitted online and interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> 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.

4. Earnest Money

The tender must be accompanied by Earnest Money deposit of **Rs. 40000/- (Rupees forty thousand only)(Refundable)** and tender fee **Rs.1000/-(Rupees one thousand)(non-refundable)** either in the form of Demand Draft/Pay Order/BG issued by any **Scheduled Bank**. Demand Draft/Pay Order/BG shall be drawn in favour of **“The West Bengal Power Development Corporation limited, STPS”** payable at **Santalidih or Kolkata**. Scanned copy is to be uploaded in Technical Cover. Physical submission of EMD and tender fee (nonrefundable) document shall be made at M&C department, STPS, Santalidih.

- i.** The Earnest Money is liable to be forfeited if the successful bidder/s fails to execute the contract.
- ii.** MSME/SSI/NSIC units are exempted from deposition of Earnest Money& tender fee. Valid documentary evidences shall be submitted by the bidder along with his bid in order to avail such exemption. Photocopy of recent valid Certificate shall be submitted / uploaded as an Exemption Document.
- iii.** No interest is payable on the “Earnest Money Deposit”.
- iv.** On receipt of written application to the STPS, WBPDC, ‘Earnest Money’ of the unsuccessful bidders shall be returned after the issuance of Letter of Award (L.O.A.) / Order to the successful Bidder or in case of cancellation of tender. NIT reference No., date of tender, amount, mode of Earnest money deposited etc. shall be clearly mentioned in the application.
- v.** The WBPDC reserves the right of forfeiture of Earnest Money deposit in case the bidder after opening of tender withdraws, amends, impairs, derogates or revokes his tender within the validity period or extension thereof.

5. Submission of Tender

General process of submission:-

5.1 Tenders are to be submitted online through the website <https://wbtenders.gov.in>. 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.

5.2 Bidders must submit the Tenders in two covers i.e. **“Technical”, & “Finance”**. Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations.

5.3 He needs to fill up the rates of items in the BOQ, downloaded for the service, in the designated cell of the BOQ spreadsheet and upload the same in designated location of **“Finance”** cover.

5.4 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.

6. Technical Proposal (Statutory Documents)

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

The following documents in standard formats shall be uploaded in **Technical** cover:

- i. Notice Inviting Tender (NIT) – The NIT as published shall to be downloaded. Same shall be digitally signed and uploaded.
- ii. QR documents in support of bidder’s qualification as per detailed in Cl. No.3 of Section-I.
- iii. Addenda/Corrigenda: if published.

Note: (i) Bidders are requested to visit the website regularly to keep track for any amendment/addendum/corrigendum/extension, if any, till opening of this particular NIT. All such amendment/addendum/corrigendum/extension documents shall be downloaded. Bidder shall upload those documents along with the original NIT/SBD in the NIT/SBD cover. Tenders submitted without the amendment/addendum/ corrigendum/extension documents may be rejected.

7. Financial Proposal:

(To be submitted in **“Finance”** Cover)

The financial proposal shall contain the following document in one cover.

- (ii) Tenders will be summarily rejected if any of the above items in the statutory cover is missing.

8. Conditional and Incomplete Tender

- i) Conditional and incomplete tenders are liable to summarily rejection.
- ii) Bidder must quote for ALL items mentioned in BOQ. BOQ sheet with all cells filled-up must be submitted in Finance Cover. Non-submission of this sheet in Finance Cover and partial quoting will lead to rejection of the bid.

9. Deviations

Bidders are not allowed to take any deviation from the principal requirements of the Techno-commercial Specifications. Any deviations, if taken by the Bidder shall run the risk of being the tender declared as non-responsive by the Owner.

10. Opening and Evaluation of Tender:

a) Opening of Technical Proposal:

- i. Technical proposals will be opened by authorized representative of STPS, WBPDCLElectronically from the website stated in Clause 1 of Section: I, using their Digital Signature Certificate.
- ii. Technical proposals for those tenders whose original copies of Demand Draft (DD) /Pay Order towards EMD and tender fee (nonrefundable) have been received will only be opened. Proposals corresponding to which the EMD and tender fee (nonrefundable) have not been received within the stipulated dates will not be opened and will stand rejected automatically.
- iii. Interested bidders may remain present if they so desire.

iv. Technical Cover (Statutory Documents) would be opened first and if found in order, Cover for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

v. Decrypted (Transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Tender Evaluation authority.

b) Uploading of Summary List of Technically Qualified Bidders:

i. Pursuant to scrutiny and decision of the Technical Evaluation authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded in the web portals.

ii. While evaluation, the Committee may summon of 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.

c) Opening and evaluation of Financial Proposal

i. Financial proposals of the Bidders declared technically eligible by the Tender Evaluation authority will be opened electronically from the web portal on the prescribed date, normally after two working days after the date of publication of final summary list of the Bidders.

ii. The encrypted copies will be decrypted and the rates will be read out to the bidders, present at that time of bid opening.

iii. After evaluation of Financial Proposal, by Tender Evaluation authority, the final summary result, name of bidder and the rates quoted by them against supply and delivery of material will be uploaded.

iv. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that tenderer.

The Corporation does not bind itself to accept the lowest tender and reserves the right to accept or reject any or all tenders without assigning any reason whatsoever or to split the whole work entrusting the same to more than one contractor.

11. Pre-Bid Discussion:

A Pre-Bid discussion will be held on **dated 11/09/18 at 15:00 hrs.** at The Office of the DGM (M&C), at the above address, to provide any additional information and to furnish additional clarification, if any needed on the Scope of Work and tender documents. The clarification(s)/ decision against point/query as would be given by WBPDCCL and such discussion shall form the integral part of this NIT & shall be binding on all the tenderers. **It is implied that the Agencies purchased Tender Documents but not attended the Pre Bid discussions shall comply to the decision of Pre bid discussions.**

12. Date of Submission of Tender:

The tender i.e. EMD (Step-I), Qualifying bid (Step-I) and Price Bid (Step-II) in the manner as mentioned above to be uploaded on or before **dated 21/09/18 upto 17:00 hrs.** during all working days.

13. Opening of Tender:

i. The tenders will be opened on the date and time for opening of tender as specified herein or in case of any extension has been given thereto, on the extended tender opening date and time shall be notified through the website <https://wbtenders.gov.in> / official website of the Corporation (www.wbpdccl.co.in).

ii. **EMD (Step-I) & Qualifying Bid (Step-I):** The due date and time of opening of EMD (Step-I) & Qualifying Requirement Bid (Step-I) tender is **dated 28/09/18 at 15:30hrs.** After opening the main cover, the envelope containing EMD shall be opened first and thereafter qualifying bid shall be opened, if EMD of requisite amount had been submitted, in proper way.

iii. **Price Bid (Step-II):** On Scrutiny of the Qualifying Requirement and Terms & Conditions, the Price Bid of bidders fulfilling the Step-I criteria will be notified online in the **website <https://wbtenders.gov.in>.** **If any document or verification details submitted/uploaded by the agency under Step-I is found to be false or incorrect the Price Bid of the said agency will not be opened and the tender document will be summarily rejected without any further communication.**

14. Bid Validity of Tender:

The validity of tender will remain effective for **120 days** (One Hundred Twenty Days) from the date of opening of Price Bid (Step-II).

15. Agreement:

The Agency shall execute the agreement on Non-Judicial Stamp Paper of value **Rs.50/-** as per Proforma enclosed herewith within 10 (Ten) days from the date of issuance of Work Order.

(As per Attachment - 4)

16. Security Deposit:

The contractor shall have to deposit the EMD except in case of MSME/SSI/NSIC unit (as mentioned in section –II, Cl. No. 4). EMD may be converted to/ adjusted as initial security deposit for this purpose. In addition to the above & on receiving of the work order/ receipt of the order the balance amount of the security deposit shall be deducted from each & every bill equally/proportionately as the security deposit of the work to form 10% of order value. Such security deposit shall however be refunded after expiry of six months from the date of successful completion of the work and after other clearances from HR&A, safety and F&A wing. EMD submitted in the form of Demand Draft (DD) /Pay Order/BG shall be returned to the unsuccessful contractor. In case of any scheduled upward price variation of the contract on account of variation of scope/quantity/period, such security deposit shall be suitably revised/extended to accommodate the same. Any other reason may adversely affect the contractual obligations of the Contractor. In every case the Owner shall, when making the claim, send a copy thereof to the Contractor.

17. Contract Period:

This rate contract shall remain valid for **Three (03) months** at the same rates, terms and conditions.

18. Intimation to Technically Qualified Bidders:

i. Pursuant to scrutiny and decision of the Technical Evaluation authority, the eligible bidders for which their price bid will be considered will be intimated later.

ii. While evaluation, the Committee may summon of 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.

19. Acceptance of Tender:

Bidders must quote for all items as mentioned in Price –Bid. **Bids with Lowest valid rate in totality should normally be accepted.** However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to split the order, alter the quantity of any or all Bidders without assigning any reason whatsoever.

20. Contract Price Basis

i. The Bidder shall quote price after going through the entire relevant document uploaded for this tender of STPS, WBPDCCL.

ii. The contractor should quote rate for all items as given in the PRICE -BID sheet.

iii. This is a FIXED RATE CONTRACT. The agency will have to pay prevailing minimum wages (as per Govt. Circular) to the workers. NO REIMBURSEMENT shall be payable to the contractor for the above as well as for any escalation/modification of wage structures, benefits applicable due to act of Government/Local bodies, Personal Protective Equipments(PPEs), insurance premium for workmen's compensation, labour license etc. whatsoever during the entire contractual period. The rate quoted in the tender shall remain FIRM till end of the contract period including all authorized extension(s) of time for completing the work as may be mentioned by WBPDCCL from time to time. During this period no revision in rates on account of market fluctuations or on account of any act of Government, local bodies or any agency will be permitted and contractor(s) will execute the entire work including at the rates quoted in the tender and accepted by WBPDCCL.

iv. The quoted rate shall include all materials, labour, hire charges for tools / tackles / plant / machineries in complete (as applicable).

v. The bidders are requested to contact HR&A wing, STPS regarding engagement of worker, wages & benefits of workers to be engaged for this job and other relevant issues before attending Pre-bid meeting.

21. Paying Authority:

The Dy. G. M. (F&A), STPS or his authorized representative.

22. Controlling Officer:

The Dy. G. M. (Civil), STPS or his authorized representative.

23. Award of Contract:

The Bids received and accepted will be evaluated by WBPDCCL according to the procedure detailed in the relevant clauses of this section. The acceptance of Bid and award of contract to one or more than one Bidder, if considered necessary, rests with WBPDCCL. It shall not be obligatory on the part of WBPDCCL to accept the lowest Bid. WBPDCCL would be at liberty to accept any Bid, in whole or part and to reject any or all the Bids received without assigning any reason and no explanation can be demanded of him by any Bidder.

SCOPE OF WORK

A) All items as specified in the BOQ/ sheet i.r.o. the job “Repairing and painting of D & E-Type Qtrs. within STPS (T)”.

B) Specification of work and mode of measurement shall be guided by WB PWD SOR and IS Codes.

C) List of Qtrs. to be painted D2,D-12,D-30,D-39,D-42,D-54,D-55,D-56,D-57,D-58,D-59,D-60,D-61,D-73,D-74,D-76,D-77,D-80,E-82/3,E-82/6,E-91/1,E-94

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.Application

Unless otherwise expressly provided in the Bid Document, these General Conditions shall govern the Works.

2. Definition of Terms and Interpretation of Bid Doc

In construing these General Conditions, the following words shall have the meaning herein assigned to them except where the context otherwise requires.

- i. **“The Supply/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 ‘Santalalih Thermal Power Station’, The West Bengal Power Development Corporation Ltd (WBPDC) whose registered Office is situated at “Bidyut Unnayan Bhaban”, LA – 3/C, Sector – III, Salt Lake City, Kolkata – 700 098, 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 “Santalalih Thermal Power Station” 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 purchased the tender document & participated in the 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 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.
- xii. **“Plant”** shall mean Santaldih Thermal Power Station (STPS).
- xiii. **“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.
- xiv. **“Equipment/Stores/Materials/Tools & Tackles”** shall mean and include equipment, stores, materials, Tools & Tackles to be supplied by the vendor under the contract.
- xv. **“Warranty Period”** shall mean the period (06 months from the date of successful completion of work) 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.

3. Contract Price

This is a FIXED RATE CONTRACT. The agency will have to pay prevailing minimum wages (as per Govt. Circular) to the workers. NO REIMBURSEMENT shall be payable to the contractor for the above as well as for any escalation/modification of wage structures, benefits applicable due to act of Government/Local bodies, Personal Protective Equipments(PPEs), insurance premium for workmen's compensation, labour license etc. whatsoever during the entire contractual period. The rate quoted in the tender shall remain FIRM till end of the contract period including all authorized extension(s) of time for completing the work as may be mentioned by WBPDCCL from time to time. During this period no revision in rates on account of market fluctuations or on account of any act of Government, local bodies or any agency will be permitted and contractor(s) will execute the entire work at the same rates quoted in the tender and accepted by WBPDCCL.

4. Taxes and Duties

All Govt. Taxes & Levies as applicable i.r.o Supply/services will be paid extra as per rule against submission of supporting documents.

5. 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.

6. Risk Purchase

In case of failure to attend any assigned job on the part of contractor within a mutually agreed time, owner should be entitled to get such job done by engaging any other agency on account & risk of the Contractor and shall be charged as per Liquidated Damage(LD) clause No.10 of this section.

7. Terms of Payment

Bills in triplicate shall have to be submitted to the paying authority, duly certified by the Controlling officer after satisfactory execution of works.

Bill certification & Payment:

Running Account bill shall be prepared and certified by the Controlling Department. Payment will be made through such R/A bills after minimum execution of 5% of the total work for the job contract.

Running Account bill payment: Payment will be made by F&A wing after proper scrutiny of the bill certified by the Controlling officer or his authorized representative and other clearances from HR&A, safety and F&A wing..

Final bill certification will be made after completion of work satisfactorily in all respect and as per terms & conditions of the Service order.

Final bill payment: Final bill payment will be made by F&A wing after proper scrutiny of the bill certified by the Controlling officer or his authorized representative and after obtaining necessary clearance from Electrical & Estate Dept. for rent and energy charges of allotted Qtrs, if any, and other clearances from HR&A, safety and F&A wing.

8. Paying authority

All payment shall be made by **The Dy. General Manager (F&A), STPS.**

9. Other Conditions

Owner shall not be called upon to reimburse the cost of working capital financing by the Contractor in any form. Financing of the working capital requirement is the Contractor's responsibility and therefore **NO SUCH CONCESSION** will be allowed in any form including advance/adhoc payment requested by the Contractor.

10. Liquidated Damage (LD) & Penalty

Time is the essence of the contract; all Works under the contract shall be completed within a mutually agreed time. In the event of delay for the reasons attributable to the contractor, owner reserves the right to recover from the contractor, an amount as Liquidated Damage as per the followings.

i. If any assigned job under the contract has been carried out by engaging other agency as per clause mentioned under 'Risk Purchase', double the cost of job incurred by WBPDCCL will be deducted from the monthly bill/EMD/Security deposit at the discretion of the controlling officer as Liquidated Damage.

ii. If the contractor fails to achieve/complete any assigned job within a mutually agreed time due to any reason on the part of Contractor, he shall be liable to pay liquidated damage at the rate half percent (½%) of the total Contract Price per week for such delay or part thereof at the discretion of the controlling officer or his representative.

iii. Non-availability of service on part of the contractor due to absenteeism of his Manpower or any other reason, Controlling Officer or his representative at his discretion may deduct an amount equal to number of non-available service days multiplied by **1.10** times of daily basic wage of the absentees as per PF statement submitted by the contractor to the owner in terms of the provision under para -36B of EPF & Misc. provision Act.

Within the contractual period, cumulative amount as liquidated damage shall not in any case exceed 10% (ten percent) of the total Contract Price.

The Purchaser shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the security deposit/ RA bill/ Final bill of the Contractor.

11. Defect Liability Period and Warranty

The Contractor shall provide a Warranty in respect of the Services rendered by him the following:

- a) All consumable materials supplied by him shall be new and in accordance with the Contract.
- b) All works done shall be in accordance with the contract documents and free from any defects and omissions.

The above Warranty shall be valid for a period of **six (6) months** commencing from the date of 'Successful Completion of The Work' of the Contract/Work Order. This period of the Warranty shall be called the "Warranty Period". During this period, the Contractor's liability shall be limited to providing support service totally free of cost to attend any mal-functioning/defects/damages/imperfections of any Plant/equipment /works on which services has been rendered during the contractual period.

12. Manpower of the Contractor or Its Sub-Contractor

Contractor shall mobilize his Manpower for execution of the assigned job as per the contract provision. Such Manpower/Employee of the contractor and/or his Sub-contractor(s) shall have no relationship whatsoever with the Owner under this contract. Owner's relationship with the contractor is on a Principal-to-Principal basis. Owner shall not be liable or responsible for any other obligations and/or liabilities of any kind vis-à-vis the concerned contractor and the employees of the contractor and/or its sub-contractor(s).

13. Sub-Contracting

In general no sub-contractor can be engaged by the contractor for execution / carrying out full or any part of the job under the contract. However, the Contractor may, after informing the owner and obtaining his approval, assign or subcontract for engaging skilled/semi-skilled manpower (below the supervisory rank) for any part of the work under the Contract. In such cases, owner's Certificate in Form-V for obtaining the Labour License under Contract Labour (Regulations & Abolitions) Act, 1970 and the rules framed there under will be issued only in favour of the Contractor. In any condition no sub contracting below 2nd level will be allowed. Any subcontracting without prior approval of the Owner shall be null and void.

14. Force Majeure

Force Majeure is herein defined as (1) any cause which is beyond the control of the Contractor or Purchaser, as the case may be (2) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics, (3) acts of any Government authority, Indian or foreign, including but not limited to war, quarantines, embargoes, licensing control or production or distribution restrictions, (4) accidents and disruptions, including but not limited to fires, explosions, (5) transportation delay due to force majeure or accident (6) strikes continuing for more than three (3) weeks and sabotage.

The Contractor shall not be liable for delay in performing his obligations resulting directly or indirectly from any force majeure cause as referred to and defined in paragraph above. Either party shall within seven (7) days from the occurrence of such a Force Majeure causes notify the other in writing of such cause. Delivery schedule/Work Schedule shall subject to as hereinafter provided be extended for a period equal to the time lost for such activity by reason of any such causes or at the option of the Owner the Contract may be cancelled. If the Owner is the canceling party, the question whether he shall pay any cancellation charges and if so the amount of such charges shall be decided by arbitrator as herein provided. If the Contractor is the canceling party, the Purchaser shall not be obliged to pay any cancellation charges. All the provisions of this Clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the Contractor to perform.

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.

15. Confidentiality

All information, data and drawings furnished/disclosed by the Owner to the Contractor will be treated by the Contractor and its agents, subcontractors and servants as confidential.

16. Indemnification of the Owner

The Contractor shall indemnify the Owner of all liabilities incurred by the Owner due to any act or omission on the part of Contractor, its successor & assignee, or sub-contractor(s) and causes harm/damage to other works of the Owner or anybody rendering service to the Owner or is connected with the Owner's work in any manner whatsoever from all current & future liabilities that may arise out of this contract entered into between the Contractor & the Owner. The Contractor shall necessarily indemnify the Owner in all these respects.

The indemnity under this clause shall include all costs, charges, expenses on account of any claims, demands, actions and proceedings against the Owner in respect of such injuries, loss or damage.

17. Insurance for workmen's compensation

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner. **Premium & compensation shall not be reimbursed on back to back basis.** The prospective bidder shall strictly adhere to the provisions of Workmen's Compensation Act 1923 and comply with all the rules provided under the Act. Necessary Insurance coverage of the prospective bidder's workmen to be engaged for this job shall be done by the prospective bidder itself at his own cost & it is **NOT REIMBURSIBLE** and (i) original insurance policy; (ii) Latest premium receipt shall be shown to the Controlling officer before taking of the job. Xerox copies of these documents shall be furnished to the Controlling officer for his record and reference. Non-compliance of this Act may lead to cancellation of this order.

18. Settlement of Dispute

Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Purchaser subject to a written appeal by the Contractor to the Purchaser, whose decision shall be final to the parties hereto.

Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

19. Arbitration

If any dispute or differences of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the work whether during the progress of the Work or after its completion or whether before or after the termination, abandonment or breach of the Contract, shall be settled amicably. If, however, the parties are not able to resolve the disputes amicably, shall be settled by Arbitration under sole Arbitrator in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the conciliation & Arbitration Act 1996 and the award in pursuance thereof shall be binding on the parties. The venue of arbitration shall be in Kolkata.

Performance of the Contract shall continue during arbitration proceeding unless the Purchaser shall order the suspension thereof or any part thereof and if any such suspension shall be added to the Contract Price. No payments due or payable by the Purchaser shall be withheld on account or a pending reference to arbitration.

20. Jurisdiction & Governing Laws

The Contract shall be governed by Indian Laws. The court of Kolkata shall have the exclusive jurisdiction in all matters under the Contract

21. Site Visit

The contractor shall have to visit the site before submission of tender.

22. Works and Services to be provided by the Contractor

Unless otherwise agreed upon, the following works and services shall also be provided by the Contractor at his cost under the contract.

- i.** Watch and ward to ensure security and safety of goods under his custody and equipment under services.
- ii.** The Contractor shall deploy supervisory personnel as necessary for the work till successful completion and the Warranty period is expired.
- iii.** The Contractor shall deploy appropriate workmen as required for the execution of the Work. Any worker found not adequately skilled or not suitable for any particular work, may be disallowed to perform by controlling officer.
- iv.** During execution, the contractor should keep liaison to other agencies working at the same site. The contractor must ensure that his work shall not affect/obstruct by any means to other existing/running system/execution/works of the corporation/other agencies and here the sole responsibility lies on the contractor only to resolve such issue. In no case, considerations in respect of time would be permitted to the contractor in this regard.
- v. Cleaning up of the Site in complete after completion of all works.**

23. Labour and Labour Laws

i. Recruitment of Local Labour

Unskilled workers shall be engaged from the retrenched pool of the contract-workers available at owner's Plant (STPS) as per standing rules and discretion of management. Preference may also be given for appointment of local labourers in semi-skilled and skilled categories, if such suitable labourers are available.

Accordingly, Necessary rules and regulations relating to Gate Pass may also be observed by the Contractor.

ii. Labour Laws and Local Regulations

The Contractor shall abide by the prevailing labour laws of the land and shall have to obtain a labour license from the appropriate authority as per the law at his cost and shall indemnify the Owner against any financial and other obligation in connection with labourers employed by him. Some of the important Labour Legislations are appended hereunder:

- Contract Labour Regulation and Abolition Act, 1970
- Payment of Wages Act, 1936
- Factories Act , 1948
- Employees' Provident Fund and Misc. Provision Act, 1952
- Employees ' State Insurance Act, 1948
- Industrial Dispute Act ,1947
- Minimum Wages Act,1948
- The Building & Other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 as may be applicable.
- The Payment of Bonus Act 1965
- The Employees Compensation Act 1923

The Principal Employer's Certificate will be issued by owner for the purpose of obtaining Labour License from the concerned department under Contract Labour (Regulations & Abolition) Act, 1970 and rules framed thereunder, as may be applicable.

On obtaining the labour license, the Contractor at the appropriate time, shall submit a certified photocopy of the same to the Owner.

iii. Wages and Working Hours and Conditions

The Contractor shall pay wages and observe hours and conditions of work not less favorable than those established for the trade or industry in the district where the work is carried out and abide by Contract Labour Act 1970, Minimum Wage act, Factory Act 1948 including all amendments etc. and all other statutory provisions. Accordingly maintain all records as necessary as per the provision of the Contract.

iv. Contractor to furnish return of labour employed

The Contractor shall, if required by the Engineer, deliver to the Engineer or to his office a return in such form and at such intervals as the Engineer may prescribe, showing in detail classes of labour employed and the number employed within each class by the Contractor from time to time on the Site.

v. Wages Payment

a) Owner, being the Principal Employer, ensures the presence of his authorized representative(s) at the place and time of disbursement of wages by the contractor to its worker. Contractor shall always disburse the wages in the presence of such representative(s) of owner. Un-witnessed wage sheets shall not be considered for any claim by the contractor.

b) Contractor shall strictly adhere to the Wage Payment Act in respect of wage payment/statutory deduction etc.

c) Rate of Wages, wage period and date of disbursement etc. shall be suitably notified by the contractor for information of all concerned workers engaged by him. Owner's HR&A wing must be informed well in advance of such particulars, thus enabling the department to witness the wage disbursement. Records of wages disbursed to the workmen must be submitted to HR&A Department; else subsequent payment/dues of the contractor will be withheld.

d) Inspection of records and registers under the various Labour Laws:

Contractor shall maintain pertinent records/ registers under various Labour Laws at his site office. Such records/registers shall be inspected time to time by the owner's HR&A Department as well as by authorized inspectors deputed by Govt. of West Bengal Labour Department.

The Contractor shall make his own arrangements for the engagement of all labour and provide on the Site in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof. Owner's Canteen facilities shall not be extended for the workmen employed by Contractor.

e) No idle Labour-charges of the Contractor shall be borne by Owner.

f) Other Requirements:

- The Contractor shall not, other than in accordance with the Statutes, Ordinances and Government Regulation or Orders currently in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor(s), agents or employees.
- The Contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit the same as aforesaid.
- The Contractor shall in all dealings with labour in his employment have a due regard for all recognized festivals, days of rest and religious or other customs.
- In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with any regulations, orders and requirements as may be made by the Government, or the local municipal or sanitary authorities for the purpose of dealing with and overcoming the same.
- The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees.
- Contractor shall not subcontract full on any part of the work without prior concurrence of Engineer or his representative.
- The Contractor shall be responsible for observance by his sub-contractor(s) of the foregoing provisions.
- Any employee under the Payroll of the contractor, found entangled with any miscreant in damaging act against WBPDCCL vis-à-vis Public is liable to be prosecuted within the jurisdiction of Kolkata.
- Any employee under the Payroll of the contractor, found impeding the interest of the plant in any manner, owner reserves the right to take appropriate action and may issue notice against such accused worker of the contractor to leave the site within 24hours followed by suitable replacement.
- On expiry of contract or on termination of the contract, contractor shall vacate the owner's premises along with his men and materials.

24. Accident "In Course of" and "Out of Employment"

The Contractor shall be solely responsible for any accident that may occur during duty hours and also for injury to any person for manage to property of any description whatsoever caused during duty hours. The contractor shall have to take necessary steps for providing Medical Assistant and Treatment. Owner shall

in no way be held responsible to compensate the contractor's worker be it on duty or not. No benefit from WBDCL in any form shall be admissible in such cases.

25. Liability for Accident and Damage

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Purchaser against all losses and claims in respect of injuries or damage to any person or material or plant or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

26. Absorption in WBDCL

The casual contractual hiring services of the labours shall not in any way confer the right or claim for future absorption in WBDCL.

27. Protection and Care of Works

The Contractor shall in connection with the Works provide and maintain at his own cost all temporary works, all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any competent statutory or other authority for the protection of the Works. In addition, the Contractor shall take necessary measures to ensure smooth running of the other Units of owner's Plant.

From the commencement to the completion of the Works, the Contractor shall take full responsibility for the care of the Works and of all temporary works. If any damage, loss or injury happens to the Works or to any part thereof or to any temporary work from any cause whatsoever (save and except the "Force Majeure" as defined earlier) the Contractor shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract Documents and the Engineer's written instructions. The Contractor shall also be liable for any damage to the Works caused by him in the course of any operations he carries out for the purpose of complying with his obligations under the Contract Documents.

28. Erection/Construction Tools, Tackles and Machinery

All machineries and tools & plants are to be supplied by the contractor.

29. Residential Accommodation

In general no residential accommodation for the contractor/contractor's worker shall be provided by owner. However, in connection with the present contract any worker found occupying residential accommodation allotted against his previous employer/contractor for similar type of contract; in such cases contractor shall take possession of the said accommodation from previous-holder (contractor). Accordingly, contractor shall bear necessary 'House Rent' and 'Electricity Charges' due from the date of acceptance of contract for the said accommodation. The contractor will be fully responsible for the payment otherwise no bill payment will be made. Departing/previously engaged contractor shall extend necessary co-operation in this regard.

30. Compliances of Pollution Control & Occupational Healthcare

a) The Contractor shall abide by the prevailing pollution control acts at site. Some of the important such acts are appended hereunder:

- 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.
- b) Contractor shall strictly comply with the Occupational Healthcare norms as stipulated under West Bengal Factories Rules, 1958/ The West Bengal Building & Other Construction workers (Regulation of Employment & Conditions of Service) Rules, 2005 and as applicable at the owner's premises and take all necessary measures towards ensuring the same for his workers.

31. Issuance of Security Gate Pass & Checking

Contractor shall submit following information in respect of his workers who will be deployed under this contract, to the owner's HR&A department for verification and subsequent issuance of Gate-passes for his individual worker. Such Gate-pass shall be produced at the plant gate for security checking.

- i. Labour License Number
- ii. Company's ESI & P.F. Code No.
- iii. Individual P.F. A/c No.& ESI A/c No.
- iv. Photocopy of P.Tax return certificate.
- v. EC Insurance Policy Certificate
- vi. Personal Details

The Gate Pass has to be raised by the Contractor and the same maybe recommended and forwarded by the Controlling Officer or his authorized representative to the Head of HR&A Department who on subsequent verification & checking, may forward the same to the Security Officer for the release of Gate Pass. In case of engagement of Sub-Contractor, Gate Pass maybe issued on submission of following additional documents:

- a. Vendor Approval
- b. LOA issued to sub-contractor by the Contractor.

32. Experienced technical supervisor should be engaged in the work by contracting agency at their own cost and it is not reimbursable back to back.

33. Materials

All materials which are required to be brought by the contractor must be approved by the Engineer- in-Charge; rejected materials must be removed by the Contractor within 24 hours from the date of order to that effect. In case of non-compliance with such order the Engineer-in-Charge shall have the authority to take such remedial measure at the cost and expenditure of the contractor by engaging any other agency.

34. Measurement

All the measurement should be made following strictly the mode of measurement being followed by W.B. P.W.D and other State Govt. Organization. Measurement to be recorded in a triplicate book, to be arranged by the contractor immediately on completion of item /items of work entrusted to him. The contractor shall forthwith attend or send a qualified authorized representative to assist the Engineer or the Engineer's representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend, or omit to send such person, then the measurement made by the Engineer or approved by him shall be taken to be correct measurement of the works.

35. Termination of contract

In case of non- accepted/non—execution of the order by the successful tendered on whom L.O.I./ Confirmatory order is placed, order will be terminated along with forfeiture of earnest money and the penal measure as deemed fit will be taken by WBPDCCL.

36. Hindrance Register

A hindrance register will be maintained as a vital document by the executing authority on day to day basis during execution of the work. Various hindrances encountered during the course of execution should be recorded in the hindrance registrar and has to be signed by the contractor.

37. Additional Performance Security

The 'Additional Performance Security' shall be obtained from the successful bidder, if the accepted bid value is less than 80% of the estimated amount put to tender, from a successful bidder having own prime machineries required for the particular type of work. If a successful bidder does not have ownership of any of the prime machineries required for the particular type of work, the 'Additional Performance Security' shall be obtained from the successful bidder if the accepted bid value is less than 90% of the estimated amount put to tender.

The 'Additional Performance Security' shall be equal to 10% of the amount put to tender.

The 'Additional Performance Security' shall be submitted in the form of Bank Guarantee from any scheduled Bank as per format (to be supplied later) before issuance of Work Order. If the bidder fails to submit the 'Additional Performance Security' within seven working days from the date of issuance of letter of Acceptance, his earnest money will be forfeited.

The said Bank Guarantee shall be valid upto the end of contract period and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the contract. If the bidder fails to complete the work successfully, the 'Additional Performance Security' shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor.

Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract will in no way be affected /altered by this 'Additional Performance Security'.

SECTION-IV

FORMS & ATTACHMENTS

ATTACHMENT-1

EXPERIENCE AND PAST PERFORMANCE

The Bidder shall indicate as per format given below the details of his past experience in executing contracts with reference to the requirements specified in the relevant Section of this specification. The Bidder shall enclose certificates in respect of his experience/performance issued to him by customers for such contracts.

Sl. No.	Description Of Work & Work order references	Client & Client's Address	Capacity	Time to complete the job	Actual Dates of execution	End-User Work orders/ certificates enclosed YES/NO

Note: Enclose completion certificates/ payment certificates/ work execution certificates of the actual Owners.

Date.....

Company Seal

Authorized Representative's Name

Authorized Representative's Signature

Note: This attachment must be filled up here and uploaded the same with NIT. This format will not be typed in any other paper or bidder's own pad otherwise tender will be REJECTED..

ATTACHMENT-2

KEY INFORMATION ABOUT THE BID

1. Quotation ref. No. and Date :
2. Name and Communication Details :
3. Full legal name of Prime Bidder :
4. Registered Office details
 - a) Address :
 - b) Contact Telephone Nos. :
 - c) Email ID :
 - d) Fax. Nos. :
 - e) Person to be contacted :
5. Kolkata/Local office details
 - a) Address :
 - b) Contact Telephone Nos. :
 - c) Email ID :
 - d) Fax. Nos. :
 - e) Person to be contacted :
6. Nature/status of candidate firm (whether sole Proprietary/
Partnership)/Private Limited/ Public Limited/Public sector) :
7. Type of organization and its legal entity
 - a) In case of individual: Full name, address, place &
nature of business. :
 - b) In case of partnership firm: Names of all the
partners and their addresses. :
 - c) In case of companies: Give date and place of registration
Including date of commencement certificate in case of
Public companies. :
8. Names of Responsible persons and their designation:
(for handling all aspects of this tender/order)
9. Person Designation Based at Telephone No./E-mail/Fax
 - a)
 - b)
 - c)
10. Power of Attorney/Letter of Authority : Enclosed/Not enclosed
(An attested copy to be enclosed in case the tender/ offer
is signed by an Individual other than the sole proprietor)

11. Authorization & Alteration to Tender has been signed by person
duly authorized/empowered to do so : Yes/No
12. Details of order booked at present :
13. Financial Details of the Bidder :
14. Name & address of Bankers :
15. Sales Tax and Excise Registration
- a) Local Sales Tax Registration Number :
- b) Central Sales Tax Registration Number :
- c) Excise Duty Registration No. :
- d) PAN/TAN No. :
16. Financial Details of the Bidder :
17. Annual turnover of Bidder :
- For last three (3) Fiscal year
- 1) 2014 – 15 :
- 2) 2015– 16 :
- 3) 2016 – 17 :
18. Enclosed Copies of Balance Sheets and Profit and Loss Account : Yes/No
(duly audited certified public/chartered account)
for the past 3 accounting (fiscal) years

Note: This attachment must be filled up here and uploaded the same with NIT. This format will not be typed in any other paper or bidder's own pad otherwise tender will be REJECTED.

ATTACHMENT-3

CHECK LIST

Sl. No.	Item Description	Declaration (Strike out whichever is not applicable)	Enclosed in covers
1	Bid Guarantee /EMD enclosed	Yes/No	
2	Key Information about Bid Yes/No (Attachment-2) enclosed	Yes/No	
3	Past Experience with details of Contract executed earlier with PO Copies & GRN etc. as per guide line given in Section I (Attachment-1, Form-1 of Section –VI)	Yes/No	
4	Audited annual accounts for the last 3 years furnished.	Yes/No	
5	Valid Income Tax, Service Tax registration, Professional Tax Registration (if applicable), PTPC & Clearance Certificates as applicable; PF Registration Certificate, VAT/Sale Tax Registration, ESI or suitable certificate bearing exemption to any or all of above from competent authority.	Yes/No	
6	Current VAT/ST Return, Service tax return, PT Challan, last PF Challan is to be submitted. Number or suitable certificate bearing exemption to any or all of above from competent authority.	Yes/No	
7	Technical details for equipment as called for by the Technical Specifications filled in(if any)	Yes/No	

SEAL OF COMPANY

Signature :

Name :

Designation :

Note: This attachment must be filled up here and uploaded the same with NIT. This format will not be typed in any other paper or bidder's own pad otherwise tender will be REJECTED.

ATTACHMENT-4

CONTRACT AGREEMENT FORM
To be executed in non judicial stamp paper of Rs. 50/-

ARTICLES OF AGREEMENT made this day of Two Thousand Seventeen BETWEEN THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (in short WBPDCCL), (A Government of West Bengal Enterprise) incorporated under the Companies' Act, 1956 having its Registered Office at "Bidyut Unnayan Bhaban", 3/C Plot, LA-Block, Sector-III, Salt Lake City, Kolkata - 700 098, hereinafter called as "WBPDCCL" - 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. The parties hereto agreed as follows:-

The West Bengal Power Development Corporation Limited - (First Party) herein desired to engage Company/Agency on contractual basis for the job of "Repairing and painting of D & E-Type Qtrs. within STPS (T)" and Issuance of Visitor Photo Gate Pass and Vehicle Pass at Santaldih Thermal Power Station under the control and supervision of the said Company/Agency and subject to the Terms & Conditions as mentioned in the Tender Document. Accordingly Notice Inviting NIT No. and Ref No.

In pursuance of the said NIT M/s. Contractor (Second 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 "Repairing and painting of D & E-Type Qtrs. within STPS (T)" and Issuance of Visitor Photo Gate Pass and Vehicle Pass at Santaldih Thermal Power Station.

- 1. After being successfully fulfilling all the criteria of the NIT, the Work Order had been placed on M/s. (Second Party) vide no. by the First Party for execution of the job.
2. The Contractor (Second Party) agreed to accept the Terms & Conditions of Work Order, Terms & Conditions of the Tender Documents, Pre bid discussion held on, MOM held onand other terms and condition as may be communicated from time to time will be applicable for the contract and 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.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

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

ATTACHMENT-5

SAFETY & CONTRACTOR'S RESPONSIBILITY

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. 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.
3. The contractor employing two hundred employees or more, including contract worker, shall have a Safety Coordinator in order to ensure the implementation of safety requirement of the contract and a contractor with less number of employees, including contract workers, shall nominate one of his employees to act as Safety Coordinator who shall liaise with the Safety Officer on matter relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
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 any accident, 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. Contractor must ensure use of Personal Protective equipment by its workers in line of their allotted job-
 - i. The personal protective equipment to be supplied by the contractor to their worker must be in line with IS/CE/or equipment approve standards before commencement of the work. **The contractor should bid the price line with this and it is not reimbursable back to back.**
 - ii. PPE list against the kind job is given below:-

PROTECTION OF JOB	APPROPRIATE PPE
1. Working at Height. (above 1.8 meter from immediate floor)	Full Body Harness, Safety Net, Life line, Helmet, Safety Shoe, leather / Cotton Hand gloves etc.
2. Chipping, Grinding, drilling, powered fasteners.	Goggles & Face Shield, Helmet, Safety Shoe, Leather / Cotton Hand gloves etc.
3. Chemical (Liquid & Solid) Handling, 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, and 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, vapour fumes.	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with appropriate cartridge etc.
11. Oxygen deficiency work (Confined space job etc.)	Safety Goggles, Helmet, Safety Shoe, Supplied Air Respirator (BA set) etc.
12. Fire fighting job and Rescue work.	Safety Goggles, Helmet, Safety Shoe, High Visibility fire resistance suits. Leather / cotton hand gloves etc.
13. Working at Noisy Area	Safety Goggles, Helmet, Safety Shoe <ul style="list-style-type: none"> • 85 dB to less than 100dB required Air Plugs. • 100dB or greater required Air Muffs

7. The contractor will ensure medical examination for its workers who are working at hazardous area before commencement of the 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.
8. The worker employed by the contractor should be suitable for the respective job requirement otherwise head of the concerned Department shall have the right to disallow the unsuitable worker (e.g. a vertigo patient can't be allotted a job at height). The contractor shall engage suitable nos of supervisors to ensure safety of all place of worker during execution of the work.
9. In case of injury, the contractor will send the injured person to hospital / Dispensary / First Aid centre with statement to head of the concerned department under whom he work as well as Safety Officer. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by 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 said injured worker. The contractor will maintain an arrangement at his own cost to administer first aid in case of minor injury to any working personnel.
10. The contractor must report about serious injury / fatality of his worker to the owner / head of the concerned Dept. and Safety Officer immediately.
11. After completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.
12. Without prejudice to the right conferred by the clause as mentioned before for stoppage of work for violation of Fire & Safety requirement, you shall be liable for penalties mentioned below:-
- i. Upto Rs.5000/- DGM (Technical Cell)/Head Fire & Safety Dept /Head of the Dept. where work is being done for 1st violation of safety norm, non use of PPE like Safety Shoes, Hand Gloves, Safety Helmet, Goggles etc as per work requirement of contractor and their worker.
 - ii. Fine uptoRs. 20,000/- on 2nd Violation as mentioned in clause (i) above.
 - iii. Contractor shall be debarred for one (1) year / deregistered from taking up further contractual work in station/project from the date of issue of debarring / deregistering order on 3rd violation as mentioned in clause no. (i) above.
 - iv. Fine uptoRs. 10,000/- for violation in use of full body harness by contractor and contractor worker for working height job.
 - v. Fine uptoRs. 25,000/- (Min) to Rs. 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 Rs. 1,00,000/- (One lack) or more and debarred / deregistered from taking up further contractual work in WBPDCCL from the date of issue of debarring / deregistering order in case any fatal accident occurs due to violation as mentioned in Clause (i) and (iv) above.
13. The "Safety Clearance Certificate" is mandatory (to be supplied later) for final clearance of payment.

EQUIPMENT QUALITY:-

- a) Contractor shall provide good condition equipment for job.
- b) Equipment shall operate only by trained / competent and designated employee.
- c) Contractor shall provide relevant certifications of the equipment before putting in service.
- d) Electrical Maintenance or repair (Including minor) shall only be performed by approved competent person related to electrical work.
- e) 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.

ATTACHMENT- 6

BANK DETAILS PROFORMA

Sub: Tender for

.....
.....
.....
.....
.....
.....

Tender Ref. No.....

dated:

NIT No:.....

dated:

We hereby furnish our Bank Account details for payment through E-transfer /RTGS/NEFT as follows:

- 1. Name of the firm :
- 2. Name of bank :
- 3. Name of branch :
- 4. Account No. :
- 5. IFSC No. of the Bank :

Thanking you,
Yours faithfully,

Date:.....

Signature of the Tenderer with Seal.

Note: This attachment must be filled up here and uploaded the same with NIT. This format will not be typed in any other paper or bidder's own pad otherwise tender will be REJECTED.

ATTACHMENT – 7

Bank Guarantee format for submitting EMD

WHEREAS The West Bengal Power Development Corporation Limited hereinafter called the WBPDCCL has afforded a facility to persons submitting tenders in response to the tender Notice of the WBPDCCL calling for Tenders permitting the bidders to furnish balance Earnest Money Deposit of (Amount in words.....) in the shape of Bank Guarantee in lieu of cash to have their tender considered without separate payment of Earnest Money.

We,(Name of the Bank with full address), (hereinafter referred to as the 'Bank') at the request of(bidders name with full address)....., contractor(s) do hereby undertake to pay the WBPDCCL an amount not exceeding (.....) against any loss or damage caused to or would be caused to or suffered by the WBPDCCL by reasons of any breach by the said contractor(s) of any of the terms and conditions contained in the said specification.

We,, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the WBPDCCL stating that the amount claimed is due by way of loss or damage caused to our would be caused to or suffered by the WBPDCCL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said specification or by reasons for the contractor(s) failure in perform the contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (.....).

We undertake to pay to the WBPDCCL any money so demanded within a week not withstanding any dispute or disputes raised by the Contractor(s) supplier(s) to any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contain shall remain in force until unless a demand or claim under this guarantee is made on us within the date of expiry of guarantee in writing all your rights under this guarantee shall be forfeited and we shall be discharged from all liabilities under this guarantee thereafter.

We,, , further agree with the WBPDCI that the WBPDCI shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said specification or to extend time of performance by the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said specification and we shall not be relieved from our liability by reasons of any such variation of extension, being granted to the said contractor(s) for any forbearance, act or commission on the part of the WBPDCI or any indulgence by the WBPDCI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

We,.....Branch, lastly undertake not to revoke this guarantee during its currency except with the prior consent of the WBPDCI in writing.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to (.....) and this guarantee is valid up to We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on or before, irrespective of whether or not the original guarantee is returned to us.