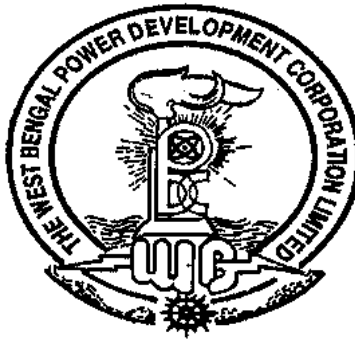


**The West Bengal Power Development Corporation Limited**

**Santaldih Thermal Power Station**

**Office of the GM, STPS**



**CONTRACT CELL- STPS**

**Notice Inviting Tender**

**NIT NO: WBPDC/STPS/NIT/ E1640/18-19**

**Name of Work:- " Job of removing , refitting and refixing of target nozzle and fixing of reducing nozzle of four (04) no. of Cooling Tower cells of Unit # 5 , STPS , WBPDC."**

**Cost Of Tender Paper : Rs. 500/- ( Non refundable)**

**EMD : Rs. 15,000/-**

**Mode Of Submission : DD / Pay Order/BC ( Off Line)**

## **OVERALL CONTENTS**

- SECTION-I : NOTICE INVITING TENDER
- SECTION-II : INSTRUCTION TO BIDDER
- SECTION-III : GENERAL CONDITIONS OF CONTRACT (GCC)
- Section-IV : SPECIAL CONDITIONS OF CONTRACT (SCC)
- Section-V : ATTACHMENTS AND FORMS

## SECTION: I

### NOTICE INVITING TENDER

**Sub:- " Job of removing , refitting and refixing of target nozzle and fixing of reducing nozzle of four (04) nos. of Cooling Tower cells of Unit # 5 , STPS , WBPDCCL ."**

Tender is hereby invited by the General Manager, STPS, WBPDCCL from experienced & eligible Bidders for above mentioned subject job through electronic tendering (e-tendering).

#### Schedule of Dates for e-Tendering:

SL. No.	Milestone	Date
1	<b>Publishing Date</b>	<b>08.11.2018 at 10:00 Hrs</b>
2	<b>Document Download start date</b>	<b>08.11.2018 from 10:30 Hrs</b>
3	<b>Pre- bid discussion date</b>	<b>09.11.2018 at 15:30 Hrs in the office of DGM(M&amp;C), STPS</b>
4	<b>Bid submission start date</b>	<b>12.11.2018 from 10:00 Hrs</b>
5	<b>Bid submission end date</b>	<b>19.11.2018 within 17:00 Hrs</b>
6	<b>D/D against EMD and Tender Fees should be reached at the Office of the DGM (M&amp;C), STPS on or before</b>	<b>21.11.2018 within 16:00 Hrs</b>
7	<b>Technical Bid opening date</b>	<b>22.11.2018 at 10:00 Hrs</b>
8	<b>Uploading of qualified bidders list</b>	<b>To be notified later</b>
9	<b>Financial Bid opening date</b>	<b>To be notified later</b>
10	<b>Uploading of Financial Bid evaluation sheet</b>	<b>To be notified later</b>

#### **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**

The 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 (PQR)**

**A) The party must have experience of maintenance of induced draft cooling Tower (having minimum water handling capacity 20,000 m<sup>3</sup>/hr ) including complete dismantling and refitting of hot water basin target nozzles in any thermal power plant / process plant.**

**B) The party should have to submit work order copy as a credentials of value category as per below and of date within last Seven (7) years ending as on last day of the previous month from the date of publication of the NIT.**

1) One (1) job completed having single order value not less **Rs. 4.30Lac (excluding tax).**

OR

2) Two (2) jobs completed each having order value not less than **Rs. 2.69 Lac(excluding tax)..**

OR

3) Three (3) jobs completed each having order value not less than **Rs. 2.15 Lac(excluding tax).**

### **4. Document to be Submitted:**

**Self Attested photocopies of the following documents must be uploaded along with the tender and to be submitted in Technical cover:**

#### **a. Certificates & Documents :**

i. Professional Tax (PT) registration

ii. IT PAN,

iii. GST registration,

iv. PF code allotment letter issued by R.O./ S.R.O. ,

v. Latest Trade License.

vi. Audited **P/L and Balance Sheet for last 03 (three) consecutive years ( FY14-15 , FY15-16 , FY 16-17) &** must have minimum annual turnover not less than **Rs. 1.90 Lac in each of the last three successive financial years & Average annual Networth must be positive.**

#### **b. Return & Challan:**

i. Latest GST return (June ,2018).

ii. Latest PT Challan (If Applicable) ,

iii. Latest IT return & Submission acknowledgement are to be submitted.

Number of suitable certificate bearing exemption to any or all of above from competent authority. .

And

c. Bidder shall strictly comply with the 'Scope of work' as detailed elsewhere in this document. Bid shall be rejected in case of any departure in this regard.

**5. Bidder must upload the tender document in each page with office seal and signature. In case of digitally signed NIT copy , no need to sign in each and every page of uploaded NIT.**

**6. Payment terms shall be specifically mentioned in the tender; deviation of payment may not be accepted.**

**7. Bid Security/EMD & Cost of Tender Paper:** The tender must be accompanied scan copy of Demand Draft / BC/ Pay order of **Earnest Money deposit of Rs. 15,000/- (Rupees Fifteen Thousand only)** and **cost of tender paper (as DD/BC/ Pay Order) (nonrefundable) of Rs. 500/-**, as detailed in next section of this document. Original D/D of both EMD & cost of Tender paper shall be sent to the DGM(M&C) and should reach positively within the specified date as mentioning in section-I, scheduled date table, failing which the tender may liable to be cancelled.

**8.** All Bidders would be bound by the terms and conditions as detailed in tender specifications by the WBPDCCL and enclosed GCC & SCC.

**9.** Evaluation of WBPDCCL shall be based on the information submitted 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 or false information.

**10.** The Owner, 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 evaluation of Bidder's bid.

**11.** Tender papers are not transferable.

**12.** Issuance of tender documents or downloading the same from Website will not be construed to mean that such Bidders are automatically considered qualified.

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

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

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

**16.** 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.

**17. Contact Person: Mr. D. Bhattachraya**  
**E-mail . dbhattachraya@wbpdcl.co.in**  
**Mobile No.: 8336903677.**

**Sd/-**

## **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 submitted in accordance with the Instructions to Bidders.

#### **2. Bidding Documents**

The Scope of Supply & 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:

- (a) Invitation of Bids (NIT): Section-I
- (b) Instruction to Bidders (ITB): Section-II
- (c) General Terms and Conditions of Contract (GCC): Section-III
- (d) Special Terms and Conditions of Contract (SCC): Section-IV
- (e) Attachments and Forms including Scope of Work: Section -V

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 of a Bid not substantially responsive to the Bidding Documents in every respect will / may result in the rejection of the Bid.

#### **3. Bidder to Inform Himself Fully**

- i.** The Bidder shall be deemed to have carefully examined the Bidding Documents, terms & conditions, specifications, schedules, drawings and other details relating to work given in the Bidding Documents and fully acquainted himself of all conditions and matters which may in any way affect the work or the cost thereof. Bidder is deemed to have known the scope, nature and magnitude of the work and the requirements of materials, labour involved etc.
- ii.** The Bidder shall be deemed to have acquainted himself of Government taxes, duties, laws, statute, regulations, levies and other charges relating to supplies to be made, services to be rendered and works to be done at site.
- iii.** Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the Bidder, shall not relieve the Bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

#### **4. 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.

## 5. Earnest Money

a. The tender must be accompanied by Earnest Money deposit of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** only either in the form of Demand Draft / Banker Cheque / Pay Order issued by any nationalized Bank approved by the RBI. Demand Draft/Banker Cheque/Pay Order shall be drawn in favour of “ The West Bengal Power Development Corporation limited, STPS” payable at Santaldih / Purulia. The EMD will be returned to the unsuccessful Bidder after the placement of the order and for successful bidder it will be returned after successful completion of the contract period (including extension period given if any).

The Earnest Money is liable to be forfeited if the successful bidder/s fails to execute the contract.

b. No interest is payable on the “Earnest Money Deposit”.

c. 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. NIT reference No., date of tender, amount, mode of Earnest money deposited etc. shall be clearly mentioned in the application.

d. 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.

e. **MSME/SSI/NSIC registered companies are exempted from EMD and Cost of tender fees. For this, valid certificate with clearly mentioned store details or job nature should be mentioned at certificate.**

## 6. Amendments to Bid Documents

At any time prior to the deadline for submission of Bids, the Owner may, for any reason, modify the Bid Document by issue of addendum / addenda / clarification. The addendum / addenda / clarification will be published in website and will be binding upon the bidder.

## 7. Submission of Tender

### General process of submission:-

**7.1** 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.

**7.2** 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 (NIT, BOQ etc) with **official seal and signature in each page** in **Portable Document Format (PDF) to the portal in the designated locations.**

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

7.4 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.

**8. Technical Proposal (Statutory Documents)** (To be uploaded 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 signed and uploaded.
- ii. PQR 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.** Tenders will be summarily rejected if any of the above items in the statutory cover is missing.

**9. Submission of EMD and cost of tender paper.** (To be submitted in **Technical Cover**)

Earnest Money Deposit (EMD) and cost of tender paper : To be uploaded in Technical Cover.

Original D/D shall be sent to the DGM(M&C) and should reach positively within the specified date as mentioning in section-I, scheduled date table, failing which the tender may liable to be cancelled.

**10. Financial Proposal:** (To be submitted in “**Finance**” Cover)

The financial proposal shall contain the following document .

**Bill of Quantities (BOQ):**

The bidder shall 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, virus scanned and digitally signed by the bidder.)*

**11. Submission of Original Documents and Earnest Money and cost of tender paper.**

i) **Place of submission:** The original copies of the payment instruments like DD/Pay Order / BC , towards Earnest Money Deposit & cost of tender paper shall be submitted in a sealed envelope to the DGM (M&C), STPS, P.O- Santaldih Thermal Plant, Dist.- Purulia-723146 within the date and time as specified in the schedule of dates provided. If the bidder fails to submit the original copies within the due time his tender will not be opened and his bid will stand rejected.

**12. 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 Technical Bid. Non-submission of this sheet in Technical Bid and partial quoting will lead to rejection of the bid.

**13. 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.

#### **14. Pre-bid Discussion**

It is intended to have a pre-bid discussion at this Office of DGM(M&C), STPS on 09.11.2018 at 15=30 Hrs. to provide any additional information and furnish clarification, if any, needed on the scope of work and tender documents. Any modification or addenda to tender documents resolved shall also be part of these tender documents. Parties not attending the pre-bid discussion are also liable to abide by the output of pre-bid discussion.

#### **15. Validity of Contract**

Till completion of the job .

#### **16. Opening and Evaluation of Tender**

##### **a) Opening of Technical Proposal**

- i. Technical proposals will be opened by The DGM(M&C), STPS or his authorized representative electronically 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 DD/BC/Pay Order towards EMD have been received will only be opened. Proposals corresponding to which the EMD have not been received will not be opened and will stand rejected.
- 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. L1 bidder will be selected on the basis of Total landed cost.**

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

#### **17. Bid Validity**

17.1. Bid shall remain open for acceptance by the Owner for a period of one hundred twenty (120) days from the last date of opening of the Financial Bid(i.e. BOQ). During this period the Bidder shall not withdraw or amend his Bid.  
17.2. The quoted prices shall remain firm till completion of the contract.

## **18. Acceptance of Tender**

Bidders must quote for item wise rate for all items as mentioned in BOQ sheet. Bids with Lowest valid rate 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.

## **19. Rejection of Bid**

On submission of any Bid, the corresponding Bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the Bidder shall have no claim in this regard against the Owner.

## **20. Paying Authority**

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

## **21. Controlling Officer**

The DGM(M/M), STPS or his authorized representative.

## **22. 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.

## **23. Correspondence**

All correspondences in regard to this procurement shall be made to the following address:

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

**Email: dbhattacharya@wbpdcl.co.in**  
**Phone No.: 8336903677**

## SECTION-III

### GENERAL CONDITIONS OF CONTRACT

#### 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

‘Santaldih Thermal Power Station’, 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 – 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 “Santaldih 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.

### **3. Contract Price**

**The Contract Price is the agreed sum of money stated in the Contract Documents to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents. The**

**Contract Price shall be firm for entire scope of the Work. E.C. insurance cost, PPE cost must be taken into consideration with Contract Price. It is a fixed rate contract.**

**4. 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.

**5. Taxes and Duties**

GST i.r.o Supply/services will be paid extra as per rule against submission of supporting documents. Income Tax, as per IT Act, will be deducted from your bill & deduction certificate will be issued by the paying authority in due course.

**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 double the cost incurred by WBPDCCL.

**7. Termination of Contract:**

If the contractor fails to adhere to the time of schedule or his service is found to be unsatisfactory, the WBPDCCL will be entitled at its option either:

a) To cover damages as per penalty clause mentioned below if the said delay is not covered by the force majeure reasons.

OR

b) To get the work done from any other agency after serving a notice of 03 days on the contractor at his risk and cost and without prejudice to the provision of the work order.

OR

c) To Cancel the contractor & forfeit the security.

8. **SECURITY DEPOSIT:** EMD of the successful bidder will be converted into SD and balance amount (10 % of order value – EMD amount) will also be deducted and kept as security deposit. Security deposit will be released after expiry of the guarantee period of 06(six) months , after certification from HR&A dept ( IR Clearance point of view ) and user dept.

The WBPDCCL reserves the right to forfeit the entire amount of Security deposit under the following condition:

(a) In case you fail to execute this contract

Or

(b) In case of negligence / delay regarding execution of the job, the contract is liable to be terminated at any time with the forfeiture of Security Deposit

Or

(c) In case you refuse to take up the job after placement of the order or withdraw service in mid-way of contractual period, this contract will be terminated with the forfeiture of Security Deposit. Other penal action may be taken as deemed fit as per discretion of the WBPDCCL.

### **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/letter of intent, 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.

**9. Payment Terms:** Balance amount , after deduction of security deposit part from your total bill , deduction of hire charges, cost of borrowed consumables, penalty charges( If any) from the monthly allocation will be paid after submission of monthly bill in triplicate duly certified by the controlling officer to F&A department of STPS,WBPDCCL. Payment will be paid as per actual job done basis. However the NOC from HR&A and safety department are to be obtained and submitted with this bill. Bill will be made to you against duly certification by the Controlling Officer towards satisfactory completion of the job. Safety

clearance will be required for release of your bill. Safety Clearance format will be given to the Successful bidder only.

#### **10. Guarantee**

The Contractor shall provide a Guarantee 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.

#### **11. Manpower of the Contractor**

Contractor shall mobilize his Manpower for execution of the assigned job as per the contract provision. Such Manpower/Employee of the contractor 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.

#### **12. 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.

### **13. 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.

### **14. 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 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.

### **15. Insurance**

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. NO Back to back basis reimbursement will be paid.

### **16. 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.

### **17. Final Acceptance Certificate**

Upon successful completion of all the Services rendered under the contractual obligation and on completion of satisfactory Warranty Period, Owner shall issue to the Contractor Final acceptance certificate.

### **18. Effective Date**

The Contract shall come into force from the date mentioned in 'Letter of Award'/'Go-Ahead Letter' / 'Service Order'.



## **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. Work at Site**

In the execution of the Work, no person other than the Contractor, or his duly appointed representative, workmen employed by him shall be allowed to do work at the Site, except by the special permission, in writing, of the Engineer or his representative, but access to the Work at all times shall be accorded to the Engineer and representative of the owner. Accordingly, Contractor shall submit the complete list of all categories of workmen employed by him to the HR department of the Owner after duly endorsed by Engineer or his representative for issuance of necessary Gate-Passes.

The Contractor shall at all times provide sufficient fencing, notice boards, lights and watchmen to protect and warn the public and guard the Site, for the safety and convenience of the public or others.

The Work, as it is carried out in the Owner's premises shall be carried out at such times (Duty/working Hours) as the Owner may approve and shall abide by the prevailing Rules & Regulations of the Owner's premises and so as not to interfere unnecessarily with the conduct of the Purchaser's business but the Purchaser shall give the Contractor all reasonable facilities for carrying out the Work. The Contractor shall not employ for the purpose of executing any work under the Contract any person who is below the age of eighteen (18) years and shall pay to each labourer, for the work done by such labourer, wages, not less than the wages paid for similar work in the

neighborhood. The Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood, and to refuse giving permission for appointment of any labourer less than eighteen (18) years of age.

Contractor shall not enhance the wages of his workmen without prior concurrence of the HR & A Department and to representative of Engineer-In -Charge. The Contractor shall make regular and prompt payment of wages to the labourer engaged on the Work and in no case the payment shall be delayed by more than seven (7) days following the period for which the wages are due. If it is found that workers are not paid regularly, the Contract is liable to be rescinded. The Contractor shall comply strictly with the provision of the prevailing Labour Laws.

The Contractor shall submit copy of monthly salary/wage sheet of his workmen to the HR & A and to representative of Engineer-In -Charge.

Contractor shall make regular and prompt payment to his sub-contractors for the portion of job executed in compliance with the requirements of the specifications.

### **23. Contractor's Representative**

The Contractor shall employ the necessary competent representatives at the Site, whose name shall have previously been communicated in writing to the Engineer by the Contractor to supervise the work under this contract. Representative shall be present at the Site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative may give to such representative of the Contractor, shall be deemed to have been given to the Contractor.

The services of the Contractor's representative shall be made available for such period as the Engineer may require and they shall work at all reasonable times as may be necessary to complete the Work within the period specified in the Contract.

### **24. Engineer's Supervision**

All matters of dispute shall be referred to the Engineer and his decision shall be final. The scope of the duty of the Engineer shall include but not be limited to the following:

- a) Interpretation of all terms and Condition of the Contract Documents and specifications.
- b) Interpretation of all drawings, data etc.
- c) Witness or authorize his representative to witness tests and trial runs at site.
- d) Inspect, accept or reject any services performed by contractor.
- e) Issue certificate of acceptance and/or certificates for progressive payments and final payment.
- f) Review and suggest modifications and improvements in completion schedules.

The Engineer shall be at liberty to object to any representative(s) or person(s) employed by the Contractor in the execution of or otherwise of Work, who shall misconduct himself, or be found to be incompetent, or negligent, or undisciplined and the Contractor shall remove such person(s) so objected to, upon receipt from the Engineer of notice

in writing requiring him to do so and shall provide in his place a competent representative(s) or person(s) at his expense.

## **25. Works and Services to be Provided by the Owner**

Unless otherwise agreed upon, the following works and services shall be provided by the Purchaser for carrying out the works under this contract.

### **a) Power Supply:**

Electricity for execution of the service in reasonable quantity shall be provided free of charges at one (1) point within the nearest available location of work site.

### **b) Open storage space at the Site:**

Open storage space required for storage of goods and machinery shall be provided by owner.

### **c) Overall watch and ward for the common outer boundary of the work site.**

d) The Contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by him at his own cost. The Contractor shall abide by the provisions of Employees State Insurance Scheme (ESI), where applicable

## **26. 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.
- iii.** The Contractor shall deploy appropriate workmen (having experience in painting job) 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 office.

## **27. 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.

### **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 laborers 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 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 there under, 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**

#### **Wage Escalation and Benefits**

The Contract price shall remain firm throughout the contractual period.

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.

### **28. Co-Ordination with the Owner's Engineers**

The Contractor shall at all times work in co-ordination with the Owner's Engineers. In respect of observance of local rules, administrative matters, co-ordination with other contractor(s) and the like, the Contractor and his personnel shall work under the instruction of the Engineer

### **29. 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 WBPDCCL in any form shall be admissible in such cases.

### **30. 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.

### **31. Absorption in WBPDCCL**

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

### **32. 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.

### **33. Residential Accommodation**

In general no residential accommodation for the contractor/contractor's worker shall be provided by owner. But Upon the availability of quarters at STPS, contractor will be provided quarters and electricity on chargeable basis

### **34. 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.

### **35. 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 P.F. Code No.
- iii. Individual P.F. 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 of 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.

## **SECTION-IV**

### **SPECIAL CONDITIONS FOR CONTRACT**

#### **Technical & Others:**

1. **Termination of Contract:** WBPDCCL reserves the right to terminate the contract at any stage for unsatisfactory 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. If the contractor fails to mobilized his recourses at worksite at the appointed date in terms of the order, the order will stand withdrawn with immediate effect at his own risk and peril.
2. **Time of Completion:** Time frame for completion of particular job will be provided by Controlling officer or his authorized representative in consultation with your site representative. Delay in completion of the job without valid reason is liable to imposition of Liquidated Damages.
3. **Priority:** Controlling officer or his authorized representative is at liberty to divert your manpower engaged in any job under your scope due to importance.
4. **Quality of job:** Finished job should conform to manufacturing and/ or erection specification or IS/ISO codes whichever and whenever they are applicable.
5. **Execution of Work:** the job is to be carried out strictly in adherence to the fixed schedule timing and manpower as per the instruction of Controlling officer or his authorized representative. He will be at the liberty to stagger the normal duty hours of different employees for utilization of service at any portion



of day/night. The contractor will arrange for adequate replacement against any person proceeding on leave or absenting himself for any job.

6. **Cleaning of site:** Job will be considered incomplete until work site is free from scaffolding scrap, reject and other wastes Liquidated Damages may be imposed at the discretion of the Controlling Officer after mutually agreed time frame given to you.
7. **Permit to 'Work Card & Job card':** will have to be obtained from concerned department, Maintenance work should be undertaken after receipt of job card. Only in case of emergency, work can be started on getting verbal clearance from competent person subject to confirmation from the Controlling officer or his authorized representative.
8. **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.
9. **Enabling Work:** Contractor will pave it convenient to undertake the assigned job.
10. **Power for worksite:** Will have to be arranged by the contractor from the nearest supply point to be provided by WBPDCCL free of cost.
11. **Specialist Service:** The contractor will arrange for competent specialist personnel of external agency within the scope of job contract at free of cost in connection with the servicing.
12. **Tools-tackles:** For smooth execution of work, all required tools & tackles except special one if any will be provided by the contractor within the contract value. Valid Safety Test Certificate of tools tackles (all types of tools tackle including lifting & Jacking tools such as Chain Blocks, Mass Puller, Hydraulic Jack) must have to be submitted by the agency. Without test certificate no tools tackles will be allowed at site. Each tools should have the identification number on the body
13. **Interfacing area:** Any work related to interfacing area will have to be carried out by him as per the instruction of the Controlling Officer.
14. **Conveyance:** WBPDCCL authority shall not provide any conveyance for the Maintenance personnel under AMC to go to the duty spot in any situation that will be the sole responsibility of the Contractor.
15. **Non-compliance:** 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, in such case L.D. will liable to be changed.
16. **Penalty Clause/ liquidated damages:**
  - i. **Penalty against noncompliance of job:** In case of any assigned job in the scope of this contract is got done by other agency due to non-compliance and the cost of job incurred by WBPDCCL will be deducted from the monthly bill at the discretion of the controlling officer as L.D.
  - ii. **Penalty against delay in completion of job:** In case of delay in completion of any assigned job beyond a mutually agreed time due to any reason of contractor, L.D will be charged @0.25% of the annual contract value per day delay or part of at the discretion of the Controlling officer or his representative.
  - iii. **Penalty against non-Compliance of scrap material removal:** Penalty will be imposed @1.5% of the monthly bill for non-Compliance of scrap material removal.

- iv. **Penalty against Unsatisfactory Site Cleaning:** Penalty will be imposed @0.5% of the monthly bill against each & every caution letter after issuance of caution letter once.

**However , cumulative deduction will not exceed 10( Ten) % of the annual contract value in case except item sl. no.(i) to (iv).**

## Section-V

### 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	Client & Client's Address	Capacity	Time to complete the job	Actual Date of completion	End-User Certificate enclosed YES/NO
1.						
2.						
3.						

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

Company Seal.....

Date.....

Authorized representative's name.....

Authorized representative's signature-----

## ATTACHMENT-2

### KEY INFORMATION ABOUT THE BID

- 1.0 Quotation ref. No. and Date :
- 2.0 Name and Communication Details
- 3.1 Full legal name of Prime Bidder :
- 3.2 Registered Office details
  - a) Address :
  - b) Contact Telephone Nos. :
  - c) Email ID :
  - d) Fax. Nos. :
  - e) Person to be contacted :
- 4.0 Nature/status of candidate firm  
(whether sole Proprietary/  
Partnership)/Private Limited/  
Public Limited/Public sector) :
- 4.1 Type of organization and its legal entity
  - a) In case of individual: Give  
his full name, address,  
place and nature of  
business. :
  - b) In case of partnership firm:  
Give the 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 :
- 5.0 Names of Responsible persons  
and their designation: (for  
handling all aspects of this  
tender/order) :  
Person Designation Based at Telephone No./E-mail/Fax
- a)  
b)  
c)
- 6.0 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) :
- 7.0 Authorization & Alteration to  
Tender has been signed by  
person duly authorized/  
empowered to do so : Yes/No
- 8.0 Details of order booked at present :
- 9.0 Financial Details of the Bidder :
- 9.1 Name & address of Bankers :
- 9.2 PAN/TAN No. :
- 10.0 Financial Details of the Bidder
- 10.1 Annual turnover of Bidder  
For last three (3) Fiscal year  
**1) 2016 - 17**  
**2) 2014 - 15**  
**3) 2015 - 16**
- 10.2 Enclosed Copies of Balance Sheets  
and Profit and Loss Account (duly  
audited certified public/chartered  
account) for the past 3 accounting  
(fiscal) years : Yes/No

**ATTACHMENT : 3**

**CHECK LIST**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Declaration (Strike out whichever is not applicable)</b>	<b>Enclosed in covers</b>
1	<b>Scanned Copy of Tender Fees /EMD enclosed</b>	Yes/No	
2	Key Information about Bid Yes/No (Attachment-2) enclosed	Yes/No	
3	Past Experience with details of Contract executed earlier with SO Copies as per guide line given in Section I (Attachment-1, Form-1 of Section –V)	Yes/No	
4	Audited annual accounts for the last 3 years furnished .	Yes/No	
5	Valid Income Tax, GST registration, Professional Tax Registration & Clearance Certificates as applicable; PF Registration Certificate.	Yes/No	
6	GST return, PT Challan(If Applicable),	Yes/No	
7	<b>Digitally or Manually Signed NIT with all attachments in our format as well as our document.</b>	Yes/No	
8.	<b>BOQ</b>	Yes/No	

SEAL OF COMPANY

Signature : .....

Name : .....

Designation : .....

#### **Attachment-4 (Scope of work)**

##### **Jobs to be done before Civil work:**

- 1. After getting information from T&A engineer, mobilisation to be started within 24 hours.**
- 2. On getting clearance from T&A engineer, removal of reducing nozzle and target nozzle will be started.**
- 3. Care should be taken during removal of nozzles so as to remove the nozzles intact and may be used further.**
- 4. Job should be completed within the stipulated time mentioned by T&A engineer.**

##### **Jobs to be done after Civil work:**

- 1. After completion of Civil work, fixing of target nozzles and reducing nozzles job to start after getting clearance from T&A engineer.**
- 2. Both old as well as new target nozzles and reducing nozzles to be fitted as available.**
- 3. Job should be completed within the stipulated time mentioned by T&A engineer.**

4. Fixing material will be in vendor's scope. Material must be white cement, Brand: J K White Cement.
5. As per discretion of controlling officer, few nozzles are to be blanked for rectify the hot basin flow distribution.
6. Scaffolding if necessary should be under party's scope.

**Attachments – 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.
  - ii. PPE list against the kind job is given below:-

PROTECTION OF JOB	APPROPRIATE PPE
1. Working at Height. (above 1.8 meter from	Full Body Harness, Safety Net, Life line, Helmet, Safety Shoe, leather / Cotton Hand gloves etc.

immediate floor)	
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, 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"> <li>• 85 dB to less than 100dB required Air Plugs.</li> <li>• 100dB or greater required Air Muffs</li> </ul>

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 1<sup>st</sup> 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 upto Rs. 20,000/- on 2<sup>nd</sup> 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 upto Rs. 10,000/- for violation in use of full body harness by contractor and contractor worker for working height job.

v. Fine upto Rs. 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 lac) 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 as attached in "Safety"- Annexure 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.

