

The West Bengal Power Development Corporation Limited

Kolaghat Thermal Power Station

Office of The Dy.G.M (M&C)

Tender Document w.r.t. Notice Inviting Tender

Notice Inviting Tender Ref. NIT No: WBDCL/KTPS/NIT/E1588/20-21

**Name of Work : Repairing and maintenance of roof shed and some other
miscellaneous civil job of contractors shed at KTPS.**

**For any unforeseen eventualities, interested parties may follow the notice in the
website www.wbpdcl.co.in & <https://wbtenders.gov.in> for updated information.**

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The West Bengal Power Development Corporation Limited
Kolaghat Thermal Power Station
Office of The Dy.G.M (M&C)
Notice Inviting Tender
NIT No: WBPDC/KTPS/NIT/E1588/20-21

ANNEXURE-I

Tender is hereby invited by the General Manager (Kolaghat) WBPDC for the service as mentioned in the subject above, through electronic tendering (e-tendering) from eligible and resourceful agencies having sufficient credential and financial capability for execution of works of similar nature.

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. Pre-qualification (PQR) for participation:

- a. The bidder must have valid Provident Fund A/C no.
- b. Professional Tax (PT) Clearance Certificates
- c. PAN
- d. IT return for last consecutive three years upto 31.03.2019 (2016-2017, 2017-2018,2018-2019)
- e. The bidder must have Valid Goods & Services Tax Identification Number (GSTIN) under GST Act, 2017.
- f. The bidder must have **credentials** regarding experience in execution of **job for “Construction / repairing , maintenance of building & civil structure”**, either in **(1) a single completed contract with job value amounting to Rs. 8.86 Lakh excluding taxes during last seven (07) years ending 31.05.2020, or (2) two (02) nos. completed contracts each with job value amounting Rs. 5.53 Lakh excluding taxes during last seven (07) years ending 31.05.2020, or (3) three (03) nos completed**

contracts each with job value amounting to Rs. 4.43 Lakh excluding taxes during last seven (07) years ending 31.05.2020, directly under the Central or State Govt. Organization /Undertaking Autonomous bodies, Reputed (as per discretion of tender evaluation authority) Industrial Houses incorporated under the Indian Companies' Act. Bidder shall submit order copies & satisfactory completion certificate from the End user in support of his credential.

- g. Audited Profit and loss A/C statement to verify the **Average Annual financial turnover during the last three (03) consecutive financial years (2016-2017, 2017-2018,2018-2019)**, should be **Rs. 3.32 lakh excluding taxes**.
- h. Audited Balance Sheet to verify the **Annual Net Worth during the last three (03) consecutive financial years (2016-2017, 2017-2018, 2018-2019)**, should be positive.

4. Earnest Money

Bidders must furnish the earnest money in the form of Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay / BG of **Rs 22,140.00** (Twenty two thousand and one hundred forty only) from any scheduled bank means a bank included in the Second Schedule under the RBI Act, 1934. Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay will be in the name of **"The West Bengal Power Development Corporation Ltd."** and payable at **Mecheda**.

- i. Payment in any other form eg: NSC, KVP etc will not be accepted.
- ii. EMD will not accrue interest at any stage.
- iii. The Earnest Money deposited by the unsuccessful bidders will be released within 1 (One) month from the date of finalization of the contract & release letter will be issued from the contract cell deptt. and EMD amount will be refunded from the F&A deptt.
- iv. WBPDCCL reserves the right to forfeit the Earnest Money deposit , if any tenderer , after opening of tender, withdraws, amends, impairs, revise their offer unilaterally or derogates or revokes his tender , or if any document/statement submitted by the bidder is found to be untrue, or if successful Bidder fails to execute the work order

satisfactorily within the stipulated time as mentioned in the work order or denies to accept the work order.

5. 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.

- 6. Cost Of Tender :** Bidders must furnish a non-refundable Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay of **Rs 1,000.00** (One thousand only) from any scheduled bank means a bank included in the Second Schedule under the RBI Act, 1934. Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay will be in the name of **“The West Bengal Power Development Corporation Ltd.”** and payable at **Mecheda** , as an amount towards cost of tender to be submitted physically to the office of Dy.G.M (M&C), KTPS, WBPDC, GM bldg, KTPS, Mecheda, Purba Medinipur-721137, within the stipulated date as mentioned in the ‘Schedule of Dates for e-tender’.

7. Submission of Tenders

7.1 General process of submission

7.1.1 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.

7.1.2 Bidders must submit the Tenders in two covers i.e. (1) **“Fee/PreQual/ Technical”**, (2) **“Finance”**. Bidders must download tender specific documents (NIT/BD, 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.

7.1.3 Bidders needs to fill up the rates of items/percentage in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of **“Finance”** cover.

7.2 The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC). Bidders should specially take note of all the

addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

7.3 For any unforeseen eventualities, interested parties may follow the notice in the website www.wbpdcl.co.in & <https://wbtenders.gov.in> for updated information.

8. Technical Proposal (Statutory Documents)

[To be submitted in 'Fee/PreQual/Technical' COVER(1)]

The following documents in standard formats should be uploaded in

'Fee/PreQual/Technical' cover :

- i. Notice Inviting Tender (NIT)/Bid Document (BD) - NIT /BD as published is to be downloaded, then digitally signed and uploaded.
- ii. PQR documents in support of Bidders' qualification.
- iii. Technical Offer /Technical Doc along with Technical compliance & BOQ sheet in unpriced format as mentioned below.

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

9. Submission of Tender Fee/ EMD

[To be submitted in 'Fee/PreQual/Technical' COVER(1)]

9.1 Tender Fee / Earnest Money Deposit (EMD) - Scanned copy of Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay towards Tender Fee and Scanned copy of Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay / BG (as per **Annexure-VI**) towards EMD as prescribed in the NIT, in favour of "**The West Bengal Power Development Corporation Ltd.**" on any scheduled bank payable at per at **Mecheda**, to be uploaded in 'Fee/PreQual/Technical' Cover.

N.B. EMD (DD/BC/BG/PO) and Tender fee (demand draft/banker's cheque/pay order) shall be submitted in the electronic format online (by scanning) while uploading the bid or as per instruction as may be enumerated under tender document. This submission shall mean that EMD and Tender fee are received electronically.

For the purpose of realization of cost towards Tender Fee & EMD, the bidder shall send a sealed envelope superscripted with the Tender number, name of work containing the demand draft/banker's cheque/pay order/Bank guarantee, as the case may be, in original to the designated officer through post or by hand so as to reach by the time of tender opening. Non-receipt of original document relating to Tender Fee and EMD within the stipulated time may lead to rejection of the bid.

Note : Any tender without physical submission of Tender Fee & EMD, as uploaded in 'Fee / PreQual / Technical' cover(1), will be summarily rejected.

10. Submission / Upload of Non-Statutory Documents

Following documents are to be uploaded along with the Bid

i. Certificates:

- a) Professional Tax (PT) Clearance Certificates
- b) PAN
- c) IT return for last consecutive three years upto 31.03.2019
- d) Valid Goods & Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
- e) Valid Provident Fund A/C no Certificate.
- f) Valid ESI code.

ii. Company Details:

- a) Valid Registered Deed for the Firm / Consortiums from Registrar of Assurances is to be submitted. Application for registration will not be considered. Any change in the constituents of the consortium/ firm should also be registered from the Registrar of Assurances prior to the date of application of tender otherwise his bid will be rejected.
- b) Company registration certificate as per Company's act for Limited Company. Memorandum of articles for Limited Companies is to be submitted on demand.
- c) Society Registration, Audit report, ARCS Certificate and Bye-Laws for Cooperative Societies.
- d) Agency blacklisted by any government department/ PSU/ Government agency shall not be allowed to participate in our tender process if effect of such debarment subsists at the time of submission of the bid. Such clause should be clearly mentioned in the tender notice and **all bidders should be asked to furnish a declaration while bidding** in this regard prescribed in ANNEXURE-VII.

iii. Trade License for Proprietorship Firms.

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

iv. Addenda/Corrigenda: if published.

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular NIT and upload the download copies of the above documents and merge the Addenda/Corrigenda with respective NIT/BD in the NIT/BD cover . Tenders submitted without the Addendum /Corrigendum may be rejected as per discretion of tender evaluation authority.

- v. Others: Any other documents found necessary.

11. Financial Proposal

(To be submitted in “Finance” Cover (2))

The financial proposal should contain the following document in one cover (cover). Bill of Quantities (BOQ): The bidder is to quote the rate in the space / cell marked for quoting rate in the BOQ. *(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)*. EVALUATION WILL BE MADE ON THE BASIS OF PERCENTAGE QUOTED RATE (excluding taxes).

12. Submission of Original Documents , Tender Fee and Earnest Money

- i) **Mode of Payment:** Tender Fee must be submitted in the form of Demand Draft/Pay Order/ Bankers Cheque/ Demand Pay & EMD must be submitted in the form of Demand Draft/Pay Order/ Bankers Cheque/ Demand Pay /BG as mentioned above. Payment in any other form eg: NSC, KVP etc will not be accepted.
- ii) **Place of submission:** The original copies of the Demand Draft (DD) /Pay Order/ Bankers Cheque/ Demand Pay, towards Tender Fee & Demand Draft (DD) /Pay Order/ Bankers Cheque/ Demand Pay/ BG, towards Earnest Money Deposit should be submitted in a sealed envelope separately in the office of Dy.G.M (M&C), KTPS, The WBPDCCL.
- iii) **Time of submission:** The original copies of Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay towards cost of tender Fee & Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay /BG towards cost of EMD should be submitted in

a sealed envelope separately in the office as stated above 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.

13. Conditional and Incomplete Tender

- i) Conditional and incomplete tenders are liable to be summarily rejected as per discretion of tender evaluation authority.
- ii) Conditional & incomplete price bid (BOQ) of this tender will not be accepted.

14. Tender Processing Expenses

All the cost and expenses incidental to the submission of the tender, cost of Technical Survey, discussions, conferences if any shall be to the account of the tenderer irrespective of whether the tender is accepted or not and the KTPS shall bear no liability whatsoever on such cost and expenses incurred by participant.

15. Scope of Work/Bill of Quantity (BOQ)

Bidder must fill up & submit this BOQ sheet with all cells filled-up. Non submission of this sheet will lead to rejection of the bid.

16. Completion Time:

The contract will remain valid for 180 (One hundred and eighty) days.

17. Opening and Evaluation of Tender

17.1 Opening of Technical Proposal

- i) Technical proposals will be opened by authorized representative electronically from the website stated in Clause 1, using their Digital Signature Certificate.
- ii) Technical proposals for those tenders whose original copies of Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay towards Tender Fee & Demand Draft /Pay Order/ Bankers Cheque/ Demand Pay /BG towards EMD have been received will only be opened. Proposals corresponding to which the Tender cost & 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.

17.2 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) Any requisite document not uploaded by the bidder or any additional document which may be required by the Tender Committee for technical evaluation can be asked for by the procuring entity for submission of the same by the bidder offline within shortest time but before 48 hours of Price Bid opening time. However, such opportunity, shall not be extended in case the Tender Committee otherwise considers the bid as nonresponsive. If the bidder fails to submit required documents within stipulated time, WBPDCCL reserves the right to cancel that bid unilaterally.

17.3 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 service they will provide 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.
- v) 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.

18. Bid Validity:

The Bid shall remain valid for one hundred twenty (120) days.

- 19. Estimated Cost :** Rs.11,06,997.50 (Rupees Eleven Lakh six thousand and nine hundred and ninety seven and paise fifty) only.
- 20. Acceptance of Tender**
- Bidders must quote 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.
- 21. Return of Earnest Money Deposit**
- The Earnest Money of the entire unsuccessful Bidder / s will be released, within 1(one) months from the date of finalization of the contract.
- 22. Paying Authority**
- Dy.G.M. (F&A) / KTPS, will be the Paying Authority.
- 23. Controlling Officer**
- Sr. Manager (Civil, IPH), KTPS.

24. Schedule of Dates for e-Tendering

SI No	Milestone	Date
1	Publishing Date	15.07.2020
2	Document Download start date & Time	18.07.2020 at 17.00Hrs
3	Pre-Bid Meeting	25.07.2020 at 15.30 Hrs at Conference Room , GM Building,KTPS, Mecheda.
4	Bid submission start date & Time	28.07.2020 at 11.00 Hrs
5	Bid submission end date & Time	14.08.2020 at 15.30 Hrs
6	EMD & Tender Fee physical submission date & Time	19.08.2020 at 14.00 Hrs
7	Technical Bid opening date & Time	19.08.2020 at 14.30 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

The West Bengal Power Development Corporation Limited
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Office of The Dy.G.M (M&C)
NIT No: WBDCL/KTPS/NIT/E1588/20-21
ANNEXURE-II

1. Commercial Terms & Conditions

1.1 Security Deposit

On receipt of order, Earnest Money shall be converted as Initial Security Deposit. Earnest Money Deposit of **Rs. 22,140.00** may be converted / adjusted for that purpose. In addition to above, **8%** of the executed value of work will be deducted from each and every bill/s, so total **10%** of the ordered value is recovered as Security deposit. Such security deposit shall, however be, refundable after expiry of **six (06) months** on successful completion of work as per certification to be made by Controlling Officer.

1.2 Additional Performance Security

Additional Performance Security @ 10.0% of the tendered amount shall require to be submitted by the successful bidder if the accepted bid value is 80.0% or less of the estimate put to tender. The additional Performance Security shall require to be submitted in form of Bank Guarantee from any scheduled Bank before issuance of the work order. If the bidder fails to submit the Additional Performance Security within seven (07) working days from the issuance of Letter Of Acceptance and his / their Earnest Money will be forfeited and other necessary actions as per NIT like Blacklisting of the contractor, etc. , may be taken. The Bank Guarantee shall have to be valid upto the end of the Contract Period and shall be renewed accordingly, if required. The Bank Guarantee shall be returned immediately on 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 notice to the contractor.

1.3 Terms of Payment

Progressive Payment shall be made through Running Account Bill/s to be prepared and placed before Controlling Officer or his authorised representative for certification. Contractor must submit the valid gate passes as well as the wage register to authenticate the manpower deployment for the subject before certification of bills by the Department. Copies of following documents shall be submitted by the party to the Controlling Officer while submitting bills :Permanent Account No.,VAT No., CST No., Professional Tax No., GSTIN .

2. Payment Related Documents:

The following documents are required to be submitted by the Contractor with the HR&A Department at the time of releasing of their monthly bill / R.A. Bill / final Bill.

- i. Indemnity Bond to be furnished by the Contractor accepting responsibility of each and every action to be taken by their sub-contractor(s) in the matter of executing the instant job.
- ii. Copy of Labour License issued by the Licensing Authority (Form VI) at the time of first monthly/R.A. Bill and Final Bill.
- iii. Form XIII under the C.L. (R&A) Act 1970 and the Register of Adult workers under the Factories Act 1948.
- iv. Acquaintance roll for the relevant wage period (Form XVIII).
- v. P.F. documents such as Form No.2®, 5,10,3A,6A,9,12A,12A®,13 and declaration under Para 22 and Para 36B of the EPS & EPF Scheme.
- vi. Documents related to payment of ESI/ECI Claims, if any.
- vii. Documents related to payment of Retrench Benefits claims, if any.
- viii. Documents related to any other dues, if any.
- ix. Documents related to ESI registration / code etc.
- x. In addition to above requirements, Indemnity Bond should also be obtained from the Contractors as required under Section 12 of the Workmen's Compensation Act.

3.1 Non-Compliance: In case of any assigned job or part thereof in the scope of the contract is to be done by any other agency due to non-compliance on contractor's part within the contractual period, the additional cost, if any, incurred by WBPDCCL will be deducted from the total pending bill or amount for payment to contractor & / or Security Deposit, at the discretion of the KTPS authority.

3.2 Liquidated Damage (LD) :- If the Contractor fails to complete the work within the time prescribed herein or extended time for completion, due to reasons attributable to the Contractor, in that case the contractor shall pay a sum amounting to half percent (½%) of the value of the works as LD for such default & not as a penalty, for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be & the date of completion of the works subject to a maximum of ten percent (10%) of the total contract price which will be deducted from the total pending bill amount for payment to contractor & / or Security Deposit.

4. **Failure Of Undertaking The Job:-** If the party fails to undertake the job as a whole, WBPDCCL will take necessary action against the party and any security deposit/EMD may be forfeited as per discretion of the WBPDCCL authority.
5. **Termination Of Contract:-** The order may be terminated at the sole discretion of WBPDCCL authority with one (01) month's prior notice, if your performance is not found satisfactory at any stage during the contractual period, without providing any benefit/claim in any form towards compensation.
6. **Accommodation:**

The contractor should arrange their accommodation by their own cost.
7. **Price**
 - 7.1 The contractor should quote rate after going through all the relevant documents of NIT / BD uploaded for this tender.
 - 7.2 The contractor should quote rate at percentage above / below or at par rate of the schedule of work, considering all items (including sub-items) of work therewith as one (unity) i.e. One single quotation.
 - 7.3 Escalation of prices/rates whatsoever , during the entire period of contract (including extended period, if any) over and above the quoted price shall not be allowed.
 - 7.4 For extra items of work not included in the schedule / BOQ, the rates of PWD SOR for Bldg / Sanitary & Plumbing works w.e.f 01.11.2017 and including 3rd corrigenda & addenda shall be applicable at the time of tendering and will be guided by practice and principal as followed by PWD, Govt. of West Bengal.
 - 7.5 The quoted rate shall include all materials, labour, hire charges for tools / tackles / plant / machinery complete.
8. **Taxes**

All provisions under Goods & Services Tax act & rules will be applicable. **The bidder must provide the detail GST information for the respective job including GST/ Taxes impacting the landed cost as per 'Annexure-IX' and to be uploaded along with the bid. Lowest bidder will be determined on the basis of total Landed Cost.**

GST regulation, taxes are levied on deductions under Liquidated Damage (LD). Such taxes will be charged extra by WBPDCCL. The rate of such tax on LD would be as per laws applicable at the time of imposition of LD when a Debit Note/Invoice is raised by WBPDCCL. This is because LD is a post delivery/performance event & is not part of initial price bid.

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NIT No: WBDCL/KTPS/NIT/E1588/20-21
ANNEXURE-III

1. General Terms & Conditions

The work shall be covered strictly as per enclosed schedule of items and in conformity with the terms & conditions laid down in NIT/ BD.

1.1 Status Of The Manpower Of The Contractor Or Its Sub-Contractor

Contractor has to mobilise its manpower for accomplishment of the contractor's assignment in respect of the relevant Work Order. It may please be understood that none of the employees of the contractor and/or its Sub-contractor(s) shall have any relationship whatsoever with KTPS, WBDCL under this contract. KTPS, WBDCL's relationship with the contractor is on a Principal-to-Principal basis. KTPS , WBDCL authority 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). Contractor shall indemnify and always keep KTPS , WBDCL indemnified for in the event of having to suffer any loss and/or damage on the part of the KTPS , WBDCL which is attributable to any Act and/or omission on the part of contractor and/or on the part of its sub-contractor(s).

1.2 Engagement Of Sub-Contractors

Without prejudice to any/or all contents stated at Cl.No.1 above, no sub-contractor can be engaged by the contractor for accomplishment / carrying out full or part of any job under the contract. However, if WBDCL specially approve, sub-contractors can be engaged for providing skilled and semi-skilled manpower (i.e. below the supervisory level) for their utilization in connection with this contract. However, Principal Employer'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 in favour of the Main Contractor i.e. to whom Work Order has been awarded by KTPS . No Form-V will be issued to any sub-contractor.

1.3 Compliance With Statutory Requirements

- a) As regards workmen to be engaged by the contractor :
- i. **Rate of Wages**

The contractor is to pay wages to all workmen to be engaged by him under this work order as per the wages pattern applicable for contractor's workers at KTPS, at the relevant point of time.

ii. Witness of the Payment of Wages

The KTPS, being the Principal Employer, shall ensure the presence of his authorised representative(s) at the place and time of disbursement of wages by the contractor to its workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorised representative(s) of KTPS. No un-witnessed wage sheets shall be considered for any type of reimbursement bill claimed by the contractor.

- b) Norms of payment of wages and deductions from wages Statutory provisions in terms of the Payment of Wages Act are to be strictly adhered to.
- c) Rate of Wages, wage period and date of disbursement of wages shall be suitably notified by the contractor for information of all the workmen to be engaged by the said contractor. KTPS, HR&A wing should be informed well in advance of the above particulars, thus enabling the said department to witness the above payment of wages. Records of wages disbursed to the workmen must be submitted to KTPS, HR&A Deptt. Otherwise, the next month's payment by KTPS, WBPDCCL to the contractor will be withheld.
- d) Inspection of records and registers under the various Labour Laws : Pertinent records are to be made available at the site office of the contractor for inspection by the KTPS, HR&A Department as well as by duly authorised inspectors to be deputed by Govt. of West Bengal Labour Department from time to time.

1.4 Provident Fund :

- a) From the first day of engagement of any workman/employee by the contractor under the instant Work Order, the said workman/employee shall be the member of the Provident Fund of the said contractor's firm. It is incumbent on the successful tenderer/bidder to deposit both sides' share (Employer's & Employee's) of P.F., E.P.F. etc contributions (monthly) with the E.P.F.O. within the prescribed time limit. Whilst the employees' share of contribution is recoverable from the employees' wages for the concerned month, the said bidder is to pay employer's share of contribution and administrative charges, as applicable from his own. The rate of quotation should be

inclusive of such cost. A copy of the Membership details is to be sent to the Regional Provident Fund Commissioner and a copy of the same shall be furnished to KTPS, HR&A Wing for information and records.

- b) Before claiming periodical / monthly bill, three copies of P.F. contribution deposition challans, copies of Form 12 A® duly received by P.F. authority and a statement showing individual contribution as per enclosed Format-I required under Para-36B of E.P.F. Scheme-1952, within 7th day of next month together with a list of workmen / employees in respect of whom P.F. contribution deposited with the appropriate authority is to be submitted for verification and certification of HR&A Dept. for releasing the monthly bill.
- c) All relevant records pertaining to deposit of P.F. Contribution etc. shall be made available at the contractor's site office for inspection by P.F. Inspector as well as by the KTPS, HR&A Wing as and when required.
- d) Contractor has to submit all relevant documents and papers to HR&A Wing as required for IR clearance for release of final bills & security deposit after completion of contractual period.

1.5 **Compliance of the provisions under the Contract Labour (Regulation & Abolition) Act, 1970 :**

The contractor is to comply with the statutory provisions under the above law. The contractor must obtain license under the above Act and for further information and guidance, the contractor may contact KTPS, HR&A Wing.

1.6 **ESI:**

From the first day of engagement of any workman/employee by the contractor under the instant Work Order, the said workman/employee shall be covered under ESI Corporation. It is incumbent on the successful tenderer/bidder to deposit both sides' share (Employer's & Employee's) of ESI contributions (monthly) with the ESI Corporation within the prescribed time limit. Whilst the employees' share of contribution is recoverable from the employees' wages for the concerned month, the said bidder is to pay employer's share of contribution , as applicable from his own. The rate of quotation should be inclusive of such cost.

1.7 Insurance for workmen's compensation / ESI :

The contractor shall take ESI & ECI as applicable policies to cover the said risks and all administrative arrangements and incidental jobs thereto are to be undertaken by the contractor. In the event of furnishing of incorrect and incomplete, non-furnishing of information, on the part of the contractor, resulting in non-admission of claim to the Insurance Company, the contractor shall be liable to pay the compensation to the concerned parties at his own risk and peril. WBPDCCL shall not be liable for in respect of any damage for which compensation payable in consequence of any accident or injury to any workman due to the aforesaid act on the part of the contractor. The contractor is to indemnify WBPDCCL against the payment of above Workmen Compensation. As regards the rate of Insurance Premium and other administrative formalities, KTPS, HR&A Wing may be contacted.

1.8 Insurance for Public Liability and Property Damage :

The contractor shall have to abide by the Rules & Regulations framed by KTPS, authority which may change from time to time in the interest of the Project/Power Station i.r.o. Public Liability Insurance Act, 1991.

1.9 Security Checking Pass :

For issuance of Individual Security Checking Pass in the name of Manpower to be deployed by the contractor, under-noted points are to be mentioned in the said Checking Pass :

- i. Labour Licence Number
- ii. Company's P.F. Code No.
- iii. Individual P.F. A/c No.
- iv. Workmen's Compensatory Insurance Policy Number with validity date.
- v. All tools and tackles required for execution of the job under this contract are to be supplied by the Main Contractor.
- vi. The contractor shall have to arrange the above to get Security Checking Pass for his workmen and tools-tackles from the Security Department and the Rules and Regulations related to the subject shall be binding on him.

1.10 Identity Card :

The contractor must issue Identity Card (in Form 14 under the West Bengal Contract Labour (Regulations & Abolition) Rules, 1972) to each of his workmen to be deployed

and the said Identity Card shall be in possession of the concerned workman while on duty.

1.11 Withdrawal of Workmen :

In case any workman is found hampering the interest of the Project / Power Station in any way, WBPDCCL reserves the right to take appropriate action. In such case, the contractor shall have to replace such workman within 24 hours notice from the KTPS, authority.

1.12 The contractor will have to quit with all his men and materials after expiry/completion/cancellation of work order.

2. Signing of Contract Agreement

i) The contractor must submit contract agreement (as per Annexure - VIII) in non-judicial stamp paper of appropriate value duly filled in all respect to the order issuing authority for acceptance before commencement of works / Services, but not later than 30 (Thirty) days from the date of issuance of LoA.

ii) The said agreement (to be submitted in duplicate) will be duly signed by both authorized representative of WBPDCCL (Engineer-in-Charge of the job contract or any other officer authorized by the competent authority) and vendor/authorized representative of vendor.

3. Technical Terms & Conditions

i. Mode Of Measurement

The mode of measurement will be governed by practice and principal as followed by PWD, Govt. of West Bengal.

ii. All materials used in the work shall be of approved quality.

iii. All relevant IS Codes should be strictly adhered to for consumables and execution methods of the work.

iv. The contractor, at his own cost, shall arrange for all necessary test facilities as desired by the EIC at site.

v. Prior to submitting the tender, the contractor should inspect the site and be well acquainted with the nature of work.

vi. The contractor shall have to be acquainted with possible hazards associated with the work and shall equip themselves accordingly beforehand.

vii. The workers deputed to this work may have to perform duties at night and/or as and when reqd. or in shifts, if specifically required.

- viii. The workers deputed to this work may have to perform in water logged areas, manholes, sometimes in warm water mixed with ash slurry/oily substances and sometimes in dust prone area.
- ix. The contractor/or his authorised representative should be present all the time so long the work remains in progress for the safety of workers deputed to this job.
- x. For deployment of labourers, the contractor shall have to abide by the rules and regulations framed by KTPS authority which may change from time to time in the interest of the Power Station.
- xi. If due to any circumstances, holiday or other reasons for which scheduled date as mentioned in the tender notice comes on the same day, the next working day will be treated as the scheduled date for that respective date of tendering.
- xii. This tender may be extended depending on the number of adequate bidders or any other reason whatsoever as per discretion of the KTPS, WBPDCCL authority.

4. Canteen

Departmental Canteen facility of KTPS, will not be extended to the contractors' personnel.

5. Labour Licence

The Principal Employer's Certificate will be issued by WBPDCCL for the purpose of obtaining Labour Licence from the concerned registering officer under Contract Labour (Regulations & Abolition) Act, 1970 and rules framed there under, as may be applicable.

6. Prosecution

- i. Any person under contractor's Payroll is liable to be prosecuted if found entangled to any miscreant activities in damaging of WBPDCCL vis-à-vis Public within the jurisdiction of KTPS.
- ii. The contractor should follow all statutory requirements under the Factories Act, 1948/ The Building & Other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 as may be applicable.

7. Pollution Control & Occupational Healthcare

- i. The contractor shall take all steps to follow :
 - a) The Water (Prevention and Control of Pollution) Act, 1974;
 - b) The Air (Prevention and Control of Pollution) Act, 1981;
 - c) The Environment (Protection) Act, 1986;
 - d) Manufacture, storage and Import of Hazardous Chemical Rules,

1989;

- e) Hazardous Wastes (Management and Handling) Rules, 1989;
- f) The National Environmental Tribunal Act, 1995;
- g) 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.

ii. Contractor shall be duty bound to take all necessary steps towards ensuring Occupational Health Care of his workmen working at KTPS, as required under West Bengal Factories Rules, 1958/ The West Bengal Building & Other Construction workers (Regulation of Employment & Conditions of Service) Rules, 2005, as may be applicable.

8. Technical and Administrative Liaison Work:

Be it specifically noted that the liaison person on the part of contractor should be borne on the roll of the contractor and the said relationship shall be absolute. WBPDC, KTPS, will not bear any responsibility as regards terms and conditions of his employment, non-employment and conditions of labour including statutory liabilities, if any.

9. Employment Injury

In the event of employment injury in respect of any workman engaged by the contractor, the said contractor at the first instance should arrange First Aid Treatment for the injured workman at his own cost. However, depending upon the nature of injury, treatment shall be arranged in all respect of such workman at KTPS, Hospital, based upon the available facilities. However, further treatment, if required, shall be arranged by the contractor at his cost.

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ANNEXURE-IV

1. Mandatory Safety Clauses

1.1 Safety Provision Relating To Contractor:-

- a) The contractor shall be vigilant to ensure provisions of Factories Act, 1948 and other statutory provisions as applicable in respective Power Station/Project.
- b) 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.
- c) 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.
- d) The contractor shall be responsible for non-compliance of the safety measures implications, injuries, fatality and compensation arising out of such situation or incidents.
- e) 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.
- f) 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 in line with this.**
- ii) PPE list against the kind job is given below:-

	PROTECTION OF JOB	APPROPRIATE PPE
01.	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.
02.	Chipping, Grinding, drilling,	Goggles & Face Shield, Helmet, Safety

	powered fasteners.	Shoes, leather/cotton hand gloves etc.
03.	Chemical (Liquid & Solid) Handling, Degreasing, Spraying, Splashing.	Chemical Goggles, Safety Glasses, Face Shield, Nose guard, Helmet, Safety Shoes, Rubber Hand Gloves, Chemical suits etc.
04.	Woodworking, Sweeping, Dusting.	Safety Glasses, Face Shield, Nose guard, Helmet, Safety Shoe, lather/cotton Hand Gloves etc.
05.	Welding job, Cutting, Brazing, and Soldering, to avoid due to flashing.	Welding helmets/welding shields used over primary eye protection, Helmet, Safety Shoe, leather/cotton hand gloves etc.
06.	Working at High Temperature	Safety Goggles, Helmet, Safety Shoe, Heat Resistant Hand Gloves etc.
07.	Metal Handling (Sharps)	Safety Goggles, Helmet, Safety Shoe, Cut Resistant Hand Gloves etc.
08.	Impact, operation of Overhead Crane.	Safety Goggles, Helmet, Safety Shoe, Hand Gloves etc.
09.	Electrical work	Safety Goggles, Helmet, Non steel toed Safety Shoes, 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 Noise Area	Safety Goggles, Helmet, Safety Shoe, <ul style="list-style-type: none"> • 85 dB to less than 100 dB required Air Plugs. • 100dB or greater required Air Muffs.

iii) Colour codes of Helmet :

Sl. No.	Particulars	Colour Code of Helmet
01.	Contractor Workers	Yellow Helmet
02.	Contractor Safety Officer	Green Helmet

- g) 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.
- h) The worker employed by the contractor should be suitable for the respective job requirement otherwise head of the concerned Department shall have right to disallow the unsuitable worker (e.g. a vertigo patient 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.
- i) 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.
- j) The contractor must report about serious injury/fatality of his worker to the owner/head of the concerned Dept. and Safety Officer immediately.
- k) After Completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.
- l) Without prejudice to the right conferred by the clause as mention before for stoppage of work for violation of Fire & Safety requirement, contractor should be liable for penalties mentioned below:-
- i) Up to 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 up to 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 up to 10,000/- for violation of non use of full body harness by contractor and contractor worker for working height job.
- v) Fine up to 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 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 clause (i) and (iv) above.

m) The "Safety Clearance Certificate" is mandatory as attached in "Safety".

Annexure for final clearance of payment

2. 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 Department on demand.

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ANNEXURE-V
SAFETY CLEARANCE CERTIFICATE

To
 The Safety Officer,
 DGM (Technical Cell),
 _____ Station/Project,
 West Bengal Power Development Corporation Limited.

Sub : Clearance regarding fulfillment of Safety requirement as per "Mandatory Safety Clauses".

Name of Agency:

Work Order:

Dear Sir,

With reference to the above may please confirm whether relevant safety requirements, terms and condition as mentioned Annexure-"Safety" attached with the work order has been fulfilled by us during the execution period or any accident occurred due to willful/non fulfillment of condition of safety rules in spite of caution latter by Fire and safety Department.

Party Signature with stamp:

Remarks:

Officer	Signature with Name	Remark (if any)
Controlling officer (Dept.)		
Safety Officer/Sr. Manager (Tech. Cell)/Dy. General Manager (Tech. Cell).		

The West Bengal Power Development Corporation Limited
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ANNEXURE-VI
PROFORMA FOR BANK GUARANTEE

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

Bank Guarantee No.: _____

Date: _____

To,

West Bengal Power Development Corporation Limited
Bidyut Unnayan Bhaban, Block- LA, Plot No. 3/C, Sector-III,
Salt Lake City, Kolkata- 700106, West Bengal, India.

Dear Sir,

In accordance with your RFP No. _____ M/s XXX (Name of Participating Contractor) having its Registered Head Office at _____ (hereinafter called the Bidder) wish to participate in the said RFP/Tender for _____ (Name of Job).

As an irrevocable Bank Guarantee against Bid Security for an amount of ____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document, we, the _____ Bank at _____ having our Head Office / Registered Office at _____ (Address of Bank) guarantee and undertake to pay immediately on demand by the West Bengal Power Development Corporation Limited the amount of _____ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Procuring Entity shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to @ _____ (six months from the Closing date of submission of bid) with a claim period of another 3(three) months. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s XXX (Participating Bidder) on whose behalf this Guarantee is issued.

All rights of the West Bengal Power Development Corporation Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBPDCCL brings any suit or action to enforce a claim under this Guarantee against the Bank within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this _____ day of _____ Year at _____.

WITNESS:

(Signature and Name)

(Engineer / Officer address)

(Signature and Name)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date:

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

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ANNEXURE-VII
DECLARATION OF BIDDER

- A. I,----- on behalf of -----(name of the company / partnership firm)----- do hereby declare that I have gone through all the provisions of NIT No. -----dated ----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).
- B. I, _____ on behalf of M/s. _____ (name and address of the bidder) hereby declare that M/s. _____ (name of the bidder) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/ undertaken the works/ services during the last _____ year(s).
- C. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. _____ (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorised representative
Seal of the Company

The West Bengal Power Development Corporation Limited
Kolaghat Thermal Power Station
Office of The Dy.G.M (M&C)
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ANNEXURE-VIII
CONTRACT AGREEMENT

THIS AGREEMENT made at this _____ day of _____, _____, between _____ of _____ (hereinafter called "the Procuring Entity"), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity invited bids "**Repairing and maintenance of roof shed and some other miscellaneous civil job of contractors shed at KTPS**" and has accepted the Bid offered by the Bidder/ Contractor for the same in the sum of _____ (hereinafter "the Contract Price"). **After due consideration, the procuring entity has decided to entrust to the contractor with the job/ work/ supply of "Repairing and maintenance of roof shed and some other miscellaneous civil job of contractors shed at KTPS"**

FOR THE CONSIDERATION payable under this agreement, the contractor hereby agrees to complete the execution of job/ work/ supply in a satisfactory manner following scope of Work within the specified period.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Procuring Entity's Notification (LoA) to the Contractor of Award of Contract;
 - (b) the Bid Forms(including Price Bid) submitted by the Contractor;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (f) _____
 - (g) _____

This Contract shall prevail over all other Contract documents which are not covered

under Clause 2 above. In the event of any discrepancy or inconsistency within the Contract documents referred under Clause 2, then the contract shall be governed by the documents in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to provide the goods and services / to execute works and to remedy defects therein in conformity with the provisions of the Contract in all respects.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the provision of the goods and services / execution of works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the applicable laws of the land of the Procuring Entity on the day, month and year indicated above.

Signed by _____ (for the Procuring Entity)

Signed by _____ (for the Contractor/ Lead Member)

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ANNEXURE-IX
GST INFORMATION

PARTICULARS	
NAME	
CONSTITUTION	
GSTIN	
REGISTRATION STATUS (REGISTERED / UNREGISTERED / COMPOSITE)	
‘HSN’ CODE	
‘SAC’ CODE	
GST RATE	
CONTACT PERSON	
CONTACT NUMBER	
E-MAIL ID	