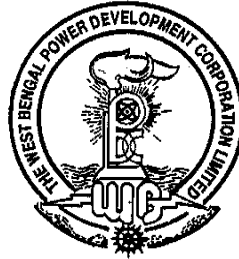


**The West Bengal Power Development Corporation Limited**

**Bandel Thermal Power Station**

**Office of the GM, BTPS**



**Notice Inviting Tender**

**NIT NO: WBPDC/CL/BTPS/NIT/E2101/22-23**

**Biennial Maintenance Contract of  
Boiler & Auxiliaries including  
optional jobs of Unit#5, BTPS**

***OVERALL CONTENTS***

**SECTION-I : NOTICE INVITING TENDER**

**SECTION-II : INSTRUCTION TO BIDDER**

**SECTION-III : GENERAL CONDITION OF CONTRACT (GCC)**

**SECTION-IV : SPECIAL CONDITION OF CONTRACT (SCC)**

**SECTION-V : SCOPE OF WORK/ GENERAL TERMS & CONDITIONS**

**SECTION-VI : ATTACHMENTS AND FORMS**

**SECTION: I**

**NOTICE INVITING TENDER**

## CONTENT

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1	General guidance for E-tendering	S-I: 1
2	Registration of bidders	S-I: 1
3	Pre-Qualification requirement and eligibility criteria for bidders (PQR)	S-I: 1
4	Bid security/EMD	S-I: 3
5	Scope of WORK	S-I: 3
6	Schedule of date of E-tendering	S-I: 4
7	Contact details of BTPS	S-I: 4

## SECTION: I

### NOTICE INVITING TENDER

**Sub: Biennial Maintenance Contract of Boiler & Auxiliaries including optional jobs of Unit#5, BTPS.**

Tender is hereby invited by the **General Manager (BTPS)** WBPDCCL from experienced & eligible Bidders through electronic tendering (e-tendering) for the job “**Biennial Maintenance Contract of Boiler & Auxiliaries including optional jobs of Unit#5, BTPS**”.

#### **General Guidance for e-tendering”**

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

#### **1. 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.

#### **2. Pre-Qualification Requirement and Eligibility Criteria for Bidder (PQR)**

1.1 The Bidder must full fill the following conditions & pat Experience requirement as stipulated here under and submit related documentary evidence in support of these. Any Bid which is incomplete, ambiguous or not in compliance with the terms as laid down in the Bid Document is liable to be rejected.

i. The bidders must have successfully executed/ completed similar nature of work at any power station of NTPC/ SEBS / Govt. Undertaking/ Other reputed Power utility as per the requirement mentioned below, during the last Seven (07) years ending as on the previous month from date of publication of the NIT.

Similar works & Completed work are defined by the following activities:

Similar works means execution of AMC/ Overhauling/ Erection (excluding the value of supply, if any) of Non-Pressure Parts i.e. air and flue gas duct including Rotary parts of the Boiler and its auxiliaries in thermal power plans having unit capacity 200 MW or above in a single package or multiple packages in NTPC/ SEBs/ Govt. / PSU/Other reputed Power utility as principle vendor or sub-vendor.

However, the bidder must have exposure of carrying out maintenance / overhauling of equipment's which include CoalMill, ID fan, FD Fan, and other standard accessories pertaining to 200 MW or above capacity of Boiler in any TPS in a single package or multiple packages. Completed works means the executed/ completed portion of work order for AMC/ Overhauling/ Erection (Excluding the value of supply, if any) of Boiler & its auxiliaries having unit capacity 200 MW or above as principle vendor or sub-vendor, even if

the work has not been completed in totality (Proof of completion is to be submitted showing executed value of the work in the form of certified copies of RA bills).

- ii. Bidders shall submit self-certified photo copy/copies of the order/s together with work execution/completion certificate from the end user for compliance of qualifying requirement.
- iii. Bidder shall provide satisfactory evidence for the following and the details of which shall be filled up in Attachment-1 (Form-I) of section-IV of the tender documents and submit self-certified photo copy/ copies of the same.
  - a. Bidders must have adequate financial stability and status to meet the financial obligation pursuant to the works covered in the Bidding documents. The Bidders shall submit copies of their annual report including of it and loss account and audited balance sheet of average of the last three (3) financial years ending 31st March i.e. up to FY 2020-21.
  - b. Bidder must have a minimum annual turnover not less than Rs. 80,53,870.00/- in each of the last three financial years.
  - c. The bidder's average net worth in last three (3) financial should be positive.
  - d. A certificate from the Banker of the tenderer on financial soundness.

And

- 1.3 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.
  - 1.4 The Firm should preferably maintain their site office at BTPS during execution of the said job.
  - 1.5 The tender shall contain the name, postal address, and phone and fax nos. etc. for future correspondence.
  - 1.6 Bidders shall strictly comply with the 'scope of work & Terms and condition' schedule as detailed elsewhere in this document. Bid shall be rejected in case of any departure in this regard.
- A. The bidder shall submit self-certified copies of relevant order /contract(s) and job completion certificate from the end user for compliance of qualifying requirement as below.
    - a) One (1) similar job executed order having value not less than **Rs.1,98,86,000.00** (Rupees one crore ninety-eight lacs eighty-six thousand only),  
Or
    - b) Two (2) similar jobs executed order each having value not less than **Rs.1,24,29,000.00** (Rupees one crore twenty-four lacs twenty-nine thousand only),  
Or
    - c) Three (3) similar jobs executed order each having value not less than **Rs.99,43,000.00** (Rupees ninety-nine lacs forty-three thousand only).
  - ii. Bidders shall submit self-certified photo copy/copies of the order/s.
  - iii. Bidders shall submit proof of executed value of the work in the form of work execution/ completion certificate or certified copies of RA bills etc. from the end user for compliance of qualifying requirement.

- iv. Bidder shall provide satisfactory evidence for the followings and the details of which shall be filled up in Attachment-1 (Form-I) of Section-VI of the tender documents and submit self-certified photo copy/copies of the same.
- a. Bidders must have adequate financial stability and status to meet the financial obligations pursuant to the works covered in the Bidding Documents. The Bidders shall submit copies of their annual report including profit and loss account and audited balance sheet of average of the last three (3) consecutive financial years ending 31st March i.e. up to FY 2020-2021.
  - b. Bidder must have a minimum annual turnover not less than **Rs.74,57,000.00** (Rupees seventy four lacs fifty seven thousand only), in each of the last three consecutive financial years.
  - c. The bidder's average net worth in last three (3) financial should be positive.

And

- 3.1 In addition to the above Bidder shall comply with the followings with valid documentary evidences and submit self-certified photo copy/copies.
- a. **Detailed mentioned in SI No: 11 of Section-II**
- And
- 3.2 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.
- 3.3 The Firm should preferably maintain their site office at BTPS during execution of the said job.
- 3.4 The tender shall contain the name, postal address, and phone and fax nos. etc. for future correspondence.
4. Bidder shall strictly comply with the 'scope of work & Terms and condition' schedule as detailed elsewhere in this document. Bid shall be rejected in case of any departure in this regard.
5. **Bid Security/EMD**  
The tender must be accompanied by Earnest Money deposit of **Rs.4,97,000.00 (Rupees four lacs ninety seven thousand only)** as detailed in next section of this document.
6. **All Bidders would be bound by the terms and conditions as detailed in tender specifications by the WBDCL and enclosed GCC & SCC.**

7. 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.
8. 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.
9. Tender papers are not transferable.
10. Issuance of tender documents or downloading the same from Website will not be construed to mean that such Bidders are automatically considered qualified.
11. Any offer received after the expiry of the time prescribed for receiving completed tenders, will not be considered.
12. The WBPDCCL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever.
13. The WBPDCCL is not necessarily bound to accept the lowest offer.
14. 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.
15. **Scope of Work :**  
**“Proposal for placement of Biennial Maintenance Contract of Boiler & Auxiliaries including optional jobs of Unit#5, BTPS “**

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

Sl. No	Milestone	Date
1	Date of Publication	07.09.2022 at 10:00 Hrs.
2	Document Download start date	07.09.2022 at 12:00 Hrs.
3	Date of Meeting for Pre-Bid discussion	21.09.2022 at 10:30 Hrs.
4	Start date of Bid submission	23.09.2022 at 12:00 Hrs.
5	End date of Bid submission	12.10.2022 at 15:00 Hrs.
6	End date of EMD physical submission (at BTPS)	From 23.09.2022 to 12.10.2022 up to 15:00 Hrs.
7	Technical Bid opening date	14.10.2022 at 15:00 Hrs.
8	Uploading of Technical Bid Evaluation sheet	Technical bids evaluation sheet along with 'Financial Bid Opening date' will be



		published in <b>e-Portal</b> Website with a system generated intimation to the respective bidders
9	Financial Bid opening date	<b>To be notified later</b>
10	Uploading of Financial Bid evaluation sheet	Financial bid evaluation sheet will be published in <b>e- Portal</b> Website with a system generated intimation to the technically qualified bidders.

**NOTE: If any holiday coincides with the end date of EMD physical submission (at BTPS) then next working day will be considered for the same.**

**16. Contact details of BTPS:**

Email: [contract.btps@wbpdcl.co.in](mailto:contract.btps@wbpdcl.co.in)

Fax No.: 033-26846151

Phone No.: 033-26812312/2335

Sd/-

Dy. Gen. Manager (M&C)

Bandel Thermal Power Station

P.O.: Tribeni, Dist: Hooghly, Pin – 712503.

**SECTION-II**  
**INSTRUCTIONS TO BIDDERS**

## CONTENT

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1	Introduction	S-II : 1
2	Bidding Document	S-II: 1
3	Bidder to Inform Himself fully	S-II: 1
4	Scope of Work	S-II: 2
5	Collection of Tender Documents	S-II: 2
6	Earnest Money	S-II: 2
7	Amendments to Bid Documents	S-II: 3
8	Submission of Tender	S-II: 3
9	Technical Proposal (Statutory Documents)	S-II: 3
10	Submission of EMD	S-II: 4
11	Submission/Upload of Non-Statutory Document	S-II: 4
12	Financial proposal	S-II: 5
13	Submission of Original Documents and Earnest Money	S-II: 5
14	Conditional and incomplete tender	S-II: 6
15	Deviations	S-II: 6
16	Pre-bid discussion	S-II: 6
17	Completion Period	S-II: 7
18	Opening and evaluation of tender	S-II: 7
19	Bid validity	S-II: 8
20	Acceptance of tender	S-II: 8
21	Rejection of Bid	S-II: 8
22	Contract price basis	S-II: 8
23	Paying Authority	S-II: 9
24	Controlling officer	S-II: 9
25	Award of contract	S-II: 9
26	Correspondence	S-II: 9

## SECTION-II

### INSTRUCTIONS TO BIDDERS

#### 1. Introduction :

This Invitation for Bids (IFB), 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 work, Bidding Procedures 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 conditions of contract (SCC): **Section-IV**
- (e) Scope of Work & General Terms & conditions: **Section -V**
- (f) Attachments and Forms: **Section-VI**

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:

- 3.1 The Bidder shall deem to have carefully examine the Bidding Documents, terms & conditions, specifications, schedules, drawings and other details relating to work given in the Bidding Documents and fully acquaint 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, etc.
- 3.2 The Bidder shall be deemed to have acquainted itself of Government taxes, duties, laws, statute, regulations, levies and other charges relating to supplies to be made.
- 3.3 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 supply in accordance with the Bidding Documents.

**4. Scope of Works/ Service:**

As described in clause no.15 of section-1 and identified explicitly in the Section-V of this document

**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. Earnest Money :**

**A) Value of EMD:**

The EMD amount for this tender **Rs.4,97,000.00 (Rupees four lacs ninety seven thousand only)**.

**B) Mode of submission:**

1. EMD shall be submitted ONLINE through this portal or in the form of Bank Guarantee (BG). It may be noted here that the bank processing may take some time, and bidders shall not be allowed to upload bid documents until and unless EMD amount is deposited through the portal. So, the bidders should submit EMD well ahead of the last date of submission of EMD.
2. The Bidder must submit the EMD (BG / Online) in his company name or authorized agency only (in case where valid authorized letter is uploaded as per NIT).
3. EMD payment in any other form will not be accepted.

**C) Exemption of Earnest Money:**

Exemption of EMD is not acceptable.

**D) Procedure of submission of EMD in form of BG:**

To submit BG as per enclosed format Attachment 2 of this NIT, scanned copy of the BG is to be uploaded in the portal. The original BG, if opted must be submitted at the office of DGM (M&C), Bandel Thermal Power Station, WBPDC, by hand or by post so as to reach within the specified date and time failing which the bid may be rejected.

Bank Guarantee (BG) shall be from

- i) Any schedule bank incorporated in India. Bank guarantee issued by foreign branches/ foreign offices of such banks should be counter guaranteed by the Indian branch of that scheduled Bank incorporated in India.
- Or
- ii) Any branch of an International bank situated in India or registered with Reserve Bank of India as a scheduled foreign Bank

Or

- iii) Any foreign bank which is not a scheduled bank in India provided the Bank guarantee issued by such bank is counter guaranteed by any scheduled bank incorporated in India.

**Note: However, under no circumstances would any guarantee be accepted from any Regional Rural Bank or State Co-operative Bank or Urban Co-operative Bank.**

Bank Guarantee will be in the name of **“The West Bengal Power Development Corporation Limited.”** The Bank Guarantees (BG), if submitted, should remain valid for six months period from the date of opening of the Tender with a claim period of further three months.

Bank Details:

Name of Account Holder: The West Bengal Power Development Corporation Ltd.

Bank Name: State Bank of India

Bank Branch and address: Tribeni branch 00225,

Account Number: 10266615214

Account Type: Current Account

IFSC: SBIN0000225

**E) EMD of successful Bidder:**

- 1) The EMD will be converted towards Performance Guarantee/Initial Security deposit in case of the Successful Bidder and the same will be released after successful completion of the contract against satisfactory performance of the job as certified by the controlling Officer.
- 2) No interest is payable on the “Earnest Money Deposit”.

**F) Refund of EMD:**

1. Once award of contract (AOC) is uploaded in the E-portal, EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts of the participating bidders.
2. Once award of contract (AOC) is uploaded in the E-portal, EMD amount (deposited as BG), of the unsuccessful bidders, if any, shall be returned against specific written applications received from the respective unsuccessful bidders to the BTPS, WBPDC.
3. Same methodology shall be followed in case of rejected bids as mentioned in (1) & (2) above respectively.
4. In case of cancellation of the tender, same methodology shall be followed as mentioned in (1) and (2) above respectively.

**G) Forfeiture Of EMD:** The WBPDC reserves the right of forfeiture of Earnest Money deposit in the following cases: -

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

## 7. **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 and will be binding upon the bidder.

## 8. **Submission of Tender:**

### **General process of submission:-**

- 8.1 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.
- 8.2 Bidders must submit the Tenders in two covers i.e. **“Technical”, & “Finance”**. Bidders must download tender specific documents (NIT, BOQ etc.) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations.
- 8.3 He needs to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of **“Finance”** cover.
- 8.4 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.

## 9. **Technical Proposal (Statutory Documents):**

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

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

- i. Notice Inviting Tender (NIT) – The NIT as published shall to be downloaded. Same shall be digitally signed and uploaded.
- ii. 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. All such amendment/addendum/corrigendum/extension documents shall be downloaded. Bidder shall upload those documents along with the original NIT in the NIT cover. Tenders submitted without the amendment/addendum/ corrigendum/extension documents may be rejected.**

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

**10. Submission of EMD:**

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

As detailed in Sl. No. 6 at this section.

**11. Submission/Upload of Non-Statutory Documents:**

**Following documents are to be uploaded along with the Bid: -**

- i. Scanned copy of Earnest money,
- ii. Past Experience Certificate- Work Execution/ Work Completion/Payment Certificate,
- iii. PAN Card
- iv. GST Registration Certificate
- v. GST Return (falling due for filing during previous month just before the date of publication) i.e., GSTR-3B filed.
- vi. IT Return
- vii. P Tax Payment Certificate valid upto date of publication of NIT.
- viii. P. Tax Registration Certificate/Enrollment document
- ix. Registration document for partnership firm
- x. Trade License Certificate of incorporation & certificate of commencement as applicable for limited & private limited companies.
- xi. Society Registration document for Co-operative Societies.
- xii. Audited Profit & Loss and Balance Sheet for last 03 (Three) consecutive financial years (i.e. FY: 2018-19, 2019-20 & 2020-21).
- xiii. Copies of relevant Service order (s) & other documentary evidences as proof of satisfactory completion of similar type of jobs, fulfilling the Technical Q.R as detailed in Sl No- 3 of Section-I.
- xiv. P.F. Registration Document, ESI Registration Document.

**Note: The originals of above are required to be produced for verification, on demand.**

**The bid which is incomplete, ambiguous or non-submission of any of the above mentioned documents is liable to be summarily rejected.**

**12. Financial Proposal:**

(To be submitted in "**Finance**" Cover)

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



**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.)

**13. Submission of Original Documents and Earnest Money****i) Mode of Payment:**

EMD must be submitted in the form of Bank Guarantee/ Online Mode from any scheduled Bank of India as mentioned above. Payment in any other form e.g. NSC, KVP etc. will not be accepted.

**ii) Place of submission:**

The original copies of the Bank Guarantee towards Earnest Money Deposit shall be submitted in a sealed envelope to the **Contacts Department** addressed to the Dy. General Manager (M&C), BTPS, P.O-Tribeni, Dist.- Hooghly.

**iii) Time of submission:**

The original copies of Bank Guarantee against EMD shall be submitted in a sealed envelope 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 stand rejected.

**14. Conditional and Incomplete Tender:**

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

**15. 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.

**16. Pre-bid Discussion:**

Should there be any discrepancy or, any doubt or obscurity in the meaning of any of the clauses of the Bid Documents or, if there be any query of the intending Bidder, the Bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBPDC, as soon as possible but not later than three (3) days before the date fixed for pre-bid discussion. All such queries will be clarified during pre-bid discussion. The elucidation given in pre-bid discussion shall be final and binding on the bidder, whether present or not in the subject meeting.

Parties intending to alter or modify any stipulated terms & conditions, seeking some clarification etc. must attend the per-bid discussion stipulated in the tender documents. No deviation / alteration will be accepted until and unless the same is discussed and in this pre-bid meeting and approved by competent higher authority afterwards. The changes, if any, will be uploaded as corrigendum. Any deviated offer is liable to be rejected if not approved in the pre-bid.

If any party does not attend the per-bid meeting, it will be assumed that they have accepted all terms and conditions of the NIT. It also should be emphasized that participation in this tender will be considered as acceptance of all NIT terms and conditions.

Any deviation/clarification from bidder's part shall be discussed only in the pre-bid meeting. Any bidder not attending the pre-bid meeting shall have to abide by the M.O.M./corrigendum of the pre-bid meeting if any. No further communication from any bidder shall be entertained after the stipulated pre-bid meeting. Modification, if any, as a result of pre-bid meeting will be uploaded in this portal.

#### **17. Contract Period:**

This rate contract shall remain valid for twenty four (24) months with an extension of 6 months.

#### **Opening and Evaluation of Tender:**

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

- i. Technical proposals will be opened by **The Dy. Gen. Manager (M&C), BTPS** or his/her 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/BG towards EMD have been received physically will only be opened.
- iii. Interested bidders may remain present if they desire.
- iv. Technical Cover (Statutory Documents) would be opened first and if found in order, Cover for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- v. Decrypted (Transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Tender Evaluation authority.

##### **b) Uploading of Summary List of Technically Qualified Bidders:**

- i. Pursuant to scrutiny and decision of the Technical Evaluation authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded in the web portals.
- ii. While evaluation, the Committee may summon of the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

**c) Opening and evaluation of Financial Proposal:**

- i. Financial proposals of the Bidders declared technically eligible by the Tender Evaluation authority will be opened electronically from the web portal on the prescribed date, normally after two working days after the date of publication of final summary list of the Bidders.
- ii. The encrypted copies will be decrypted and the rates will be read out to the bidders, present at that time of bid opening.
- iii. After evaluation of Financial Proposal, by Tender Evaluation authority, the final summary result, name of bidder and the rates quoted by them against Servicing will be uploaded.
- iv. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that tenderer.

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

**18. Bid Validity:**

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 Bid. During this period the Bidder shall not withdraw or amend his Bid.

18.1 The quoted prices shall remain firm till completion of the contract.

18.2 Notwithstanding sub-clause 19.1 above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

**19. 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.

**20. 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.

**21. Contract Price Basis:**

- i) The Bidder shall quote price after going through the entire relevant document uploaded for this tender of BTPS, WBPDCCL.
- ii) The contractor should quote rate at individual item wise rate for all items as given in the BOQ.

**22. Paying Authority:**

The Dy. General Manager (F&A), BTPS.

**23. Controlling Officer:**

The **Dy. General Manager (Mechanical Maintenance)**, BTPS or his authorized representative.

**24. 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.

**25. Correspondence:**

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

Dy. Gen. Manager (M&C)

Bandel Thermal Power Station

P.O.: Tribeni, Dist: Hooghly, Pin – 712503.

Contact Nos. Phone: 033-26812312/2334

Fax No.033-26846151; Email: [contract.btps@wbpdcl.co.in](mailto:contract.btps@wbpdcl.co.in)/[draulgupta@wbpdcl.co.in](mailto:draulgupta@wbpdcl.co.in)



**SECTION-III**

**GENERAL CONDITIONS OF CONTRACT**

## CONTENT

SL. NO.	DESCRIPTION	PAGE NO.
1	General condition Application	S-III : 1
2	Definition of terms & interpretation of Bid document	S-III: 1
3	Scope of WORK	S-III: 4
4	Contract Price	S-III: 4
4.3	GST	S-III: 5
5	Time: The essence of contract	S-III: 5
6	Risk purchase	S-III: 5
7	Performance guarantee-cum-security deposit for due performance of the contract	S-III: 5
8	Terms of payment	S-III: 6
8.1	Paying authority	S-III: 6
9	Liquidity damage (LD)	S-III: 7
10	Final acceptance certificate	S-III: 8
11	Warranty	S-III: 8
14	Force Majeure	S-III: 9
15	Confidentially	S-III: 10
17	Effective date	S-III: 10
19	Settlement of Dispute	S-III: 10
20	Arbitration	S-III: 10
21	Jurisdiction & Governing laws	S-III: 11

## SECTION-III

### GENERAL CONDITIONS

**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 :**

**2.1 Definition :**

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

1. **“The Service Contract”** means the documents forming the tenders and acceptance thereof together with the documents referred to therein including the conditions, specifications/Scope of Work, designs, drawings and instructions issued from time to time by the Purchaser/ Owner and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. **“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.
3. **“The Goods”** means all the equipment, machinery, and/or materials which the Supplier is required to supply to the Purchaser/Owner under the Contract.
4. **“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.
5. **“The Owner” , “Purchaser” & “Owner/Purchaser”** shall carry the same meaning and it means ‘Bandel Thermal Power Station’, The West Bengal Power Development Corporation Ltd (WBPDC) whose registered Office is situated at “Bidyut Unnayan Bhaban”, LA – 3/C, Sector – III, Salt Lake City, Kolkata – 700 098, West Bengal, India and shall include its successors in Office and or permitted assigns.
6. **“The Supplier”** means the individual or firm or company supplying the Goods and Services under this Contract.



7. **“Site”** shall mean the “Bandel Thermal Power Station” put at the disposal of the Contractor by the Purchaser in connection with the execution of the contract.
8. **“The Bidder/Tenderer”** shall mean organizations, manufacturers, companies etc. who have pre-qualified through tender.
9. **“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.
10. 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.
11. **“The Engineer” & “Controlling Officer”** shall mean an Officer of the Purchaser as may be duly designated and authorized from time to time in writing by the Purchaser to act as “Engineer/ Controlling Officer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract Documents.
12. **“Acceptance of Tender”** shall mean formal confirmation regarding issuance of Letter of Award or Notification communicating to the Contractor the acceptance by the Purchaser of his Tender.
13. **“The Inspector”** shall mean any officer of the Owner as may be duly appointed and authorized in writing by the Purchaser from time to time to inspect plant and equipment, works and services under the Contract.
14. **“The Contract Price”** for work contract shall mean the agreed sum of total price stated in the Contract to be paid to the Contractor for the successful fulfillment of the Works to the satisfaction of the Purchaser in compliance with the stipulations of the Contract.
15. **“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.

16. **“Plant”** shall mean Bandel Thermal Power Station (BTPS)
17. **‘Plants/equipment’** shall mean **“Biennial Maintenance Contract of Boiler & Auxiliaries including optional jobs of Unit#5, BTPS”**
18. **“Work or Works”** shall mean the services to be rendered by the Contractor under the Contract.
19. **“Test”** shall mean such test as is prescribed or considered necessary by the Purchaser whether performed or made by the Engineer or any Agency acting under the direction of the Engineer.
20. **“Consignee”** shall mean the Sr. Manager (Store), BTPS to whom the plant, equipment and materials are required to be delivered in the manner indicated in the Contract Documents.
21. **“Temporary Works”** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work.
22. **“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.
23. **“Final Acceptance”** means the Purchaser’s acceptance of the supplied Equipment/Materials or Services rendered completed satisfactorily in every respect by the Contractor and on satisfactory fulfillment of all other contractual obligations of the Contract by the Contractor as on expiry of the Warranty Period.
24. **“Equipment/Stores/Materials”** shall mean and include equipment, stores & materials to be supplied by the vendor under the contract.
25. **“Warranty Period”** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Plant & Equipment supplied, Works done and services rendered under the Contract till Final Acceptance is affected.
26. **“Letter of Award (LOA)”** shall mean the Purchaser’s letter or notification to the successful bidder conveying his acceptance of the Tender and award of the specified job subject to such conditions as may have been stated therein.
27. **“Writing”** shall include any manuscript typed or hand written or printed statement, including facsimile transmission under or over signature or seal as the case may be.

28. **“Commissioning”** shall mean the successful operation of the Plant/equipment at its rated capacity after completion of all re-assembly, adjustments, trials and cleaning etc. done and have been completed as per specified time schedule.

**2.2 Interpretation of Bid Document :**

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

**3. Scope of Work :**

The scope of work, if not otherwise mentioned in the Contract Document, shall be on the basis of a single Contractor's responsibility, completely covering the entire requirement specified under the accompanying Specifications in Section-V. All Works shall be done as approved by the Owner.

**4. Contract Price :**

- 4.1 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 with the break-ups as specified in Instruction to Bidders and as per schedule of prices as per Attachment-7 of Section-VI.

The Contract Price shall remain “FIRM” till complete execution of the work covered under the Contract Documents save and except condition contained under clause 4.2. The Contractor shall not lodge any claim for anticipated profits, or for alleged losses.

**4.2 Rate:**

The Contract price shall remain firm throughout the contractual period.

**4.3 GST**

GST i.r.o Supply/Services will be paid extra as per rule against submission of supporting documents. SAC/HSN code as applicable to be submitted by the party.

**5. Time: The Essence of Contract**

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

**6. Risk Purchase :**

In case of failure to attend any assigned job on the part of contractor within a mutually agreed time, owner should be entitled to get such job done by engaging any other agency on account & risk of the Contractor and shall be charged as per Liquidated Damage (LD) clause No.9 of this section.

**7. Security Deposit for Due Performance of the Contract**

On receiving of the work order/ receipt of the order, the contractor shall have to deposit 2% of the total value of work (contract value) as initial security deposit. Earnest money deposit may be converted to / adjusted as initial security deposit for this purpose. In addition to the above, 1% of the bill value shall be deducted from each and every bill to form 3% of the ordered value as the total security deposit of the work for diligent and due fulfillment by the Contractor of all obligations under the terms and conditions of the Contract.

The Security deposit, so deposited, shall be refunded after expiry of defect liability period subject to the condition that there is no defects/ damage of work found during the liability period and also there is no liability of the contractor at the time of the certifying the bill for release of Security Deposit.

Deduction at the rate 3% is also applicable as Security Deposit for any scheduled upward price variation of the contract on account of variation of scope/quantity/period.

The Security Deposit shall provide for payment there from of any claims and/or damages due to the Owner for failure of the Contractor to meet his obligations under the Contract.

The security money will be withheld and will not be refunded when anyone of the following conditions arises:

- a) The Contractor is in breach of the Contract and fails to remedy the breach within thirty (30) days after receiving a written notice from the Owner requiring him to do so, or
- b) The Owner has obtained an award in arbitration and the amount awarded has not been paid within thirty (30) days after the award, or
- c) The Contractor has gone into liquidation or has been declared bankrupt, or

d) Any other reason which may adversely affect the contractual obligations of the contractor. In every case the Owner shall, when making the claim, send a copy thereof to the Contractor.

## **8. Terms of Payment**

Bill certification and payment:

Running Account bill shall be prepared and certified by the User Department against sufficient progress of work. Final bill shall be prepared and certified by the User Department after completion of work satisfactorily in all respect and as per terms & conditions of the Service order.

Running Account bill Payment will be made by F&A wing after proper scrutiny. Final bill payment will be made by F&A wing after proper scrutiny of bill and after obtaining necessary clearance from Electrical & Estate Dept. for rent and energy charges of allotted Qtrs, if any and other clearances from HR&A and F&A wing.

**Before release of payment, safety clearance from Fire & Safety Department, BTPS is necessary.**

**8.1 Paying Authority :** All payment shall be made by Dy. General Manager (F&A), BTPS.

### **8.2 Due Dates for Payment & Paying authority :**

The Owner will make progressive payments as and when the payments are due. Payments will become due and payable by the Owner within Forty (40) days from the date of receipt of the Contractor's bills/invoices duly certified by the Engineer/Controlling Officer provided the documents submitted are complete in all respects.

### **8.3 Payment Related Documents :**

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

- i. Certificate from plant safety department on 'Statutory Safety Compliances during execution of the work' and 'proper cleaning-up of site after completion of work'.
- ii. 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 contractual work.
- iii. Copy of Labour License issued by the Licensing Authority (Form VI) at the time of first Monthly /R.A. Bill and Final Bill.
- iv. Form XIII under the C.L. (R&A) Act 1970 and the Register of Adult workers under the Factories Act 1948.
- v. Acquaintance rolls for the relevant wage period (Form XVIII).

- vi. P.F. documents such as Form No.2(R), 5,10,3A,6A,9,12A,12A(R),13 and declaration under Para 22 and Para 36B of the EPS & EPF Scheme.
- vii. Documents related to payment of Retrench Benefits claims, if any.
- viii. Documents related to any other dues, if any.

8.4 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. Prior to raise periodical / monthly claim bill, contractor shall submit three (3) copies of P.F. contribution deposition challans, copies of Form 12 A(R) 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 has been deposited for verification and certification by HR&A Department of owner towards releasing the claim bill.

**8.5 Other Conditions :**

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

**9 Liquidated Damage (LD) :**

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

- a) If any assigned job under the contract has been carried out by engaging other agency as per clause mentioned under 'Risk Purchase', double the cost of job incurred by WBPDCCL will be deducted from the monthly bill at the discretion of the controlling officer as Liquidated Damage.
- b) If the contractor fails to achieve/complete any assigned job within a mutually agreed time due to any reason on the part of Contractor, he shall be liable to pay liquidated damage at the rate half percent (½%) of the total Contract Price per day for such delay or part thereof at the discretion of the controlling officer or his representative.
- c) Non-availability of service on part of the contractor due to absenteeism of his Manpower or any other reason, Controlling Officer or his representative at his discretion may deduct an amount equal to number of non-available service days multiplied by 1.10 times of daily basic wage of the absentees as per PF statement

submitted by the contractor to the owner in terms of the provision under para -36B of EPF & Misc. provision Act.

Within the contractual period, cumulative amount as liquidated damage shall not in any case exceed 10% (ten percent) of the total Contract Price. The Purchaser shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Security Deposit of the Contractor.

**10 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.

**11 Warranty :**

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

- a) All consumable materials supplied by him shall be new and in accordance with the Contract.
- b) All works done shall be in accordance with the contract documents and free from any defects and omissions.
- c) Plants/equipment on which services has been rendered shall perform satisfactorily.

The above Warranty shall be valid for a period of two (2) months for a period as decided by the controlling officer commencing from the date of 'Completion of Contractual Period' of the Contract/Work Order. This period of the Warranty shall be called the "Warranty Period". During this period, the Contractor's liability shall be limited to providing support service free of cost to attend any mal-functioning of any Plant/equipment on which services has been rendered during the contractual period.

**12 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.

**13 Sub-Contracting :**

In general no sub-contractor can be engaged by the contractor for execution / carrying out full or any part of the job under the contract. However, the Contractor may, after informing the owner and obtaining his approval, assign or subcontract for engaging skilled/semi-skilled manpower (below the supervisory rank) for any part of the work

under the Contract. In such cases, owner's Certificate in Form-V for obtaining the Labour License under Contract Labour (Regulations & Abolitions) Act, 1970 and the rules framed there under will be issued only in favour of the Contractor. In any situation, Form-V will be issued in favour of the sub-contractor.

Such subcontracting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any subcontracting without prior approval of the Owner shall be null and void.

#### **14 Force Majeure:**

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

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

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

#### **15 Confidentiality :**

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



**16 Indemnification of the Owner:**

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

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

**17 Effective Date :**

The Contract shall come into force from the date of issuance of 'Letter of Award'.

**18 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.

**19 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.

**20 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.

**21 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.

**SECTION-IV**  
**SPECIAL CONDITIONS FOR SERVICES**

**CONTENT**

<b>CLAUSE NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1.0	General	S-IV : 1
2.0	Scope of work	S-IV: 1
3.0	Insurance	S-IV: 1
4.0	Work at site	S-IV: 1
5.0	Contractor's representative	S-IV: 2
6.0	Engineer's supervision	S-IV: 3
7.0	Clean up work at site	S-IV: 3
8.0	Co-Ordination with the owner's Engineers	S-IV: 4
9.0	Works and services to be provided by the owner	S-IV: 4
10.0	Works and services to be provided by the contractor	S-IV: 4
11.0	Statutory safety compliances to be maintained by the contractor	S-IV: 5
12.0	Labour and labour Laws	S-IV: 6
13.0	Accident "In course of" and "Out of employment"	S-IV: 10
14.0	Liability for accident and damage	S-IV: 10
15.0	Absorption in WBPDCI	S-IV: 10
16.0	Protection and care of works	S-IV: 10
17.0	Erection/Construction Tools, Tackles and machinery	S-IV: 11
18.0	Residential Accommodation	S-IV: 12
19.0	Compliances of pollution control & occupational healthcare	S-IV: 12
20.0	Issuance of security gate pass & checking	S-IV: 12

## SECTION-IV

### SPECIAL CONDITIONS FOR SERVICES

**1. General :**

The following clauses shall supplement the conditions in the other Sections of this document and shall be applicable to the works at site.

**2. Scope of Work :**

All machinery & tools for rendering services under this Contract shall be arranged by the Contractor at his cost. The Contractor shall be responsible for replacement, free of cost to the Owner, of any goods damaged/lost/broken down in any point of operation due to any reason whatsoever while under the custody of the Contractor. The Contractor shall arrange for, at his cost, all consumables (except special grade Electrode) as required for execution of the service contract.

**3. Insurance :**

**a)** A Group Personal Accident Policy for engagement of Contractor Workers for a sum assurance of Rs.5.0 (five) lakh per head of each Worker of the agency is to be arranged by the agency while being awarded with Work Order. GPA policy premium will be reimbursed on actual expenditure on submission of policy paper at HR&A dept.

**b)** EC policy premium for those who has exceeded the threshold limit of Rs.21000/- per month will also be reimbursed on actual expenditure. (MOS covered workers- Listed).

**c)** In addition to the conditions stipulated in Section-III, the Contractor shall also arrange '**Comprehensive General Liability Insurance**'. Such Insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors from riots, strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where the Contractor, his sub-contractor(s), his agents(s) and his employee(s) have to perform work pursuant to the Contract.

**4. Work at Site :**

In the execution of the Work, no person other than the Contractor, or his duly appointed representative, sub-contractor(s) and workmen employed by him and his sub-contractor(s) 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 or by his sub-contractor(s) 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.

No female labour shall be allowed during night/dark hours.

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 Engineer or his representative.

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 one copy of monthly salary/wage sheet of his workmen to the Engineer or his representative.

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.

**5. 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.

## **6. 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.

## **7. Clean Up Work at Site:**

- 7.1 During execution, the Contractor shall without any additional payment at all-time keep the working and storage areas used by him and/or his sub-contractor(s) free from accumulation of waste materials or rubbish. If these materials are not removed by the Contractor within forty-eight (48) hours, after being requested by the Engineer, these will be removed by others and the cost of the same will be back charged to the Contractor. Any inflammable materials shall be removed forthwith on request by the Purchaser.

On completion of work, the Contractor shall dismantle, remove or dispose of in a satisfactory manner all temporary structures, waste and debris and leave the premises in a condition satisfactory to the Purchaser.

7.2 In case those materials are not removed by the contractor within 48 (forty eight) hours after completion of assigned work, a caution letter will be issued by the plant safety department to clean up the site within next two days. In case of non-compliance being observed beyond notice period i.e. 3<sup>rd</sup> day, penalty deduction of Rs.500.00 shall be imposed and also outside agency will be engaged for cleaning the site for which deduction @ 1.5 times the expenditure incurred for engagement of the outside agency for cleaning will be deducted from the bill/security deposit of the contractor in addition to imposing penalty amount.

Safety department is authorized to take such deduction order through controlling officer.

**8. 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.

**9. 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) Medical Facilities:

The Owner's medical facilities available at Site will be extended in case of any exigencies for the on-duty working personnel of the Contractor, only if and when available.

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.

**10. 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.

- a) Supply of all consumables required for the Work.
- b) Watch and ward to ensure security and safety of goods under his custody and equipment under services.
- c) All machinery, tools and tackles required for execution of work and also all machinery, tools and tackles for transportation of equipment/materials to actual place(s) of work.
- d) All ladders, platforms and temporary supports and facilities required for handling of equipment/materials at the Site.
- e) The Contractor shall deploy supervisory personnel as necessary for the work till successful completion and the Warranty period is expired.
- f) The Contractor shall deploy appropriate skilled, semi-skilled and un-skilled as workmen as required for the execution of the Work. Any worker found not adequately skilled or not suitable for any particular work, may be disallowed to perform by controlling officer.
- g) Cleaning up of the Site after completion of all works.

**11. Statutory Safety Compliances to be maintained by the contractor :**

11.1 The Contractor shall abide by the following safety rules prevailing within the premises of the owner and shall be vigilant enough to ensure such aspects as per the provisions of Factories Act, 1948 and other statutory provisions as applicable in respective Power Plant. Accordingly, contractor shall collect copies of prevailing safety rules from Safety Department of the plant.

- i. The Contractor shall take all safety precautions during execution of the work and the workmen shall use safety belts, tested gloves, masks, safety helmets (PPEs) and other devices as necessary for their safety. Contractor shall take entire responsibility to provide such PPEs to his workers. PPEs provided by the contractor for his workers shall be checked and get approved from the Safety Department of the Plant, prior to commencement of work at site.

In case of any departure in this regard, owner may issue such PPEs to contractor's workers for the interest of work and the necessary cost for those shall be deducted from the Contractor's bill. Safety department will issue such PPEs with prior intimation to controlling officer as well as to the contractor for necessary recovery of the cost.

- ii. Engineer or his representative or owner's Safety officer may at their discretion check & examine the condition of any of the machinery, tools & tackles, scaffolding etc. and if found unsatisfactory may temporarily suspend the work till corrective measure is being taken up by the contractor.

- iii. The contractor shall ensure periodic testing/examination of all equipment as well as safety of tools & tackles, used by them; as per provision of Factories Act and rules and maintain up to date records at site for inspection by departmental Engineer/Safety Department on demand.
  - iv. The contractor shall ensure medical checkup by qualified medical practitioners for its workers specially those who are working at hazardous areas before commencement of work. Such medical checkup shall be continued once in every year as per provision of the Factories Act, 1948 and W.B. Factories Rule. He shall maintain a Register in this regard. On demand, same may be produced before Safety Officer/Controlling officer.
  - v. In case of injury, contractor shall take the responsibility towards Hospitalization /Dispensary/First Aid Centre of the injured worker with intimation to Engineer or his representative or owner's Safety officer. Subsequently shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt./Govt. Registered Doctor and the said fit certificate shall be submitted to Safety Department before resumption of work by the said injured worker.
  - vi. The contractor shall report about serious injury/fatality of his workers to local Police Station, D. M., Safety Department and O & M Department within two hours but written report shall have to be submitted in prescribed form to Safety Department, HR&A and O&M Department positively within 4(four) hours.
  - vii. The contractor must issue Identity Card (in Form 14 under the West Bengal Contract Labour (Regulations & Abolition) Rules, 1972) to each of his workmen. These should be properly displayed during working hours.
  - viii. The Contractor shall take at all times adequate steps against fire hazards and take approval of the Engineer for the same. The Purchaser shall be indemnified of any damage or loss occurred due to fire hazard to the Contractor.
- 11.2 Owner shall have the right to claim 1% of total contract price or Rs.1,000.00 per day whichever is higher subject to maximum of 5% of total work contract price for any nonconformity of the safety requirement as mentioned above, till corrective measure is being taken up by the contractor. Safety Department is authorized to take such deduction order through controlling officer.
- 11.3 In case any accident occurs due to willful violation / non-fulfillment of conditions of contract/safety rules in spite of caution letter being issued by Safety officer, contractor will be subjected to penal deduction of 5% of contract price or Rs.10,000.00 (Rupees Ten thousand only) whichever is higher. Such deduction shall be released only after obtaining clearance from Plant Safety Department.

## **12. Labour and Labour Laws:**

### **12.1 Recruitment of Local Labour**

Unskilled workers shall be engaged from the retrenched pool of the contract-workers available at owner's Plant (BTPS) as per standing rules and discretion of management.

Preference may also be given for appointment of local labourers in semi-skilled and skilled categories, if such suitable labourers are available. Accordingly, Necessary rules and regulations relating to Gate Pass may also be observed by the Contractor.

#### **12.2 Labour Laws and Local Regulations:**

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

- i. Contract Labour Regulation and Abolition Act, 1970.
- ii. Payment of Wages Act, 1936.
- iii. Factories Act , 1948.
- iv. Employees' Provident Fund and Misc. Provision Act, 1952.
- v. Employees' State Insurance Act, 1948 / Employees Compensation Act, 1923.
- vi. Industrial Dispute Act,1947.
- vii. Minimum Wages Act,1948.
- viii. 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 thereunder, as may be applicable.

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

#### **12.3 Wages and Working Hours and Conditions:**

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

#### **12.4 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.

The contractor shall maintain all records and submit all returns as required under the various statutes/Acts. Any penal action imposed by the Statutory authorities on account of violation of any provision of the applicable Acts/Statues will be handled /tackle by the contractor and the liability will be entirely borne by the contractor.

#### **12.5 ESI & PF :**

- a) The Contractor shall maintain his own 'Provident Fund (PF)' Account Number & 'ESI Code' Number (a sub-code, in case the main code obtained from any other District than the actual place of work of the contract) for depositing 'Provident Fund', 'ESI ' amounts which will be due against employments of all categories of worker by him under this contract.
- b) Further in connection with this contract, if any worker is previously having ESI or PF code registered under any other agency previously engaged in plant; same shall be reallocate in favour of the contractor. Such Departing/ previously engaged contractor shall extend necessary co-operation in this regard.
- c) Since very first day of employment of any worker under the contractor, shall immediately be eligible for membership of Provident Fund of the contractor's firm. It is statutory obligation of the contractor to deposit both contributions (Employer's & Employee's) of PF, EPF etc. on monthly basis with the E.P.F.O. within the prescribed time limit. While, employees' contribution is recoverable from the employees' wages for the corresponding month, employer's contribution and administrative charges etc. as applicable shall be paid by the contractor. A copy of the Membership details shall be sent to the Regional Provident Fund Commissioner with a copy to owner HR&A wing for information and records.
- d) 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 owner HR&A Wing as and when required.

#### **12.6 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.
  - e) Payment of monthly wages to the workers engaged by the contractor shall be made by the 10th of the following month through Bank and such disbursement of wages shall be done irrespective of payment of monthly bills by BTPS. Bidder has to ensure to disburse labour payment for at least two (02) months irrespective of receipt of payment from BTPS/WBPDCL.
- 12.7 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.
- 12.8 No idle Labour-charges of the Contractor shall be borne by Owner.
- 12.9 Other Requirements:
- a) 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.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees.
  - f) Contractor shall not subcontract full on any part of the work without prior concurrence of Engineer or his representative.

- g) The Contractor shall be responsible for observance by his sub-contractor(s) of the foregoing provisions.
- h) 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.
- i) 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.
- j) On expiry of contract or on termination of the contract, contractor shall vacate the owner's premises along with his men and materials.

**13. 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.

**14. 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.

**15. 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.

**16. Protection and Care of Works :**

- 16.1 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.

16.2 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.

## **17. Erection/Construction Tools, Tackles and Machinery :**

### **17.1 Tools, Tackles and Machinery**

The Contractor shall provide all machinery, tools, tackles etc. required for execution of the work under the contract. Detail list of such machinery, tools and tackles indicating their quantities, capacities and present conditions etc. shall be submitted prior to the commencement of Site work for Engineer's approval.

Contractor shall produce such list along with the machinery, tools, tackles etc. at the plant's security department at entry-gate for verification and subsequent endorsement by the department.

### **17.2 Purchaser's Property**

All machinery, temporary works and materials provided by the Contractor when brought on to the Site shall immediately be deemed to be exclusively intended for the execution of the Work and the Contractor shall not remove the same or any part thereof without the consent in writing of the Engineer which shall not be unreasonably withheld.

### **17.3 Removal of Machinery, Temporary Works and Materials**

Upon the removal of any such machinery, temporary works or materials with consent as aforesaid the same shall be deemed to revert in and become the property of the Contractor and upon completion of work. If the Contractor fails to remove any of the said machinery, temporary work or materials within such reasonable times after the completion of the work as may be allowed by the Engineer then the Purchaser may sell the same and shall after deduction from the proceeds the costs, changes and expansion of and in connection with such sale pay the balance (if any) to the Contractor.

### **17.4 Purchaser not Liable to Loss of or Damage to Machinery**

The Purchaser will not at any time be liable for the loss of or damage to any of the said machinery, temporary work or materials as mentioned above.

**18. Residential Accommodation :**

As mentioned in Clause No.12.7 of this section, in general no residential accommodation for the contractor/contractor's worker shall be provided by owner. However, in connection with the present contract any worker found occupying residential accommodation allotted against his previous employer/contractor for similar type of contract; in such cases contractor shall take possession of the said accommodation from previous-holder (contractor). Accordingly, contractor shall bear necessary 'House Rent' and 'Electricity Charges' due from the date of acceptance of contract for the said accommodation.

Departing/previously engaged contractor shall extend necessary co-operation in this regard.

**19. 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.

**20. Issuance of Security Gate Pass & Checking :**

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

- i. Labour License Number
- ii. Company's ESI & P.F. Code No.
- iii. Individual P.F. A/c No. & ESI A/c No.
- iv. Photocopy of P.Tax return certificate.



The contractor shall arrange for issue of photo Gate pass/Identity Card for their employees and also bear the cost on account of issue/re-issue of the photo I-card. Entry of contract workers engaged by the contractor shall be allowed on production of I-card at the entry point and required to carry within the plant premises.

**21. Hindrance Register:**

One Hindrance register will be maintained by the utilizer department at site. The successful bidder/contractor has to provide necessary information & authenticate the same in presence of Engineer-in-charge of the utilizer department on day to day basis in the relevant column of the attached format (Annexure-B)

## SECTION-V

### SCOPE OF WORK, TECHNICAL & COMMERCIAL TERMS & CONDITIONS

#### CONTENT

SL. NO.	DESCRIPTION	PAGE NO.
A	SCOPE OF WORK, SUPPLY OF MATERIALS, TERMS & CONDITIONS	S-V : 1

## SECTION-V

### SCOPE OF WORK, SUPPLY OF MATERIALS, TERMS & CONDITIONS

“Proposal for placement of Biennial Maintenance Contract of Boiler & Auxiliaries including optional jobs of Unit#5, BTPS”

#### SCOPE OF WORK:

##### **1. General Requirement**

**1.1** All the maintenance jobs under this contract shall be done in compliance with the detailed scope of work and as per the instruction of Engineer-in-Charge. If, there be any dispute about the scope of work, the decision of Control Engineer shall be final and binding to the successful Bidder/Contractor.

**1.2** Every Bidder is expected to know the nature and location of the work before quoting the rates. Rates once quoted cannot be increased under any circumstances due to any reason whatsoever. It is also to be noted that no extra charges will be paid in course of carrying out the works over & above accepted rates.

**1.3** The BOQ (bill of quantities) rate quoted by the Bidder shall be inclusive of PF, insurance charges, safety, medical, labour license, profit, T&P, consumables as per scope and all applicable taxes.

**1.4** The quantity given in the bill of quantities (BOQ) is indicative and approximate only and

may vary on either side substantially according to the actual requirement of the plant and the contractor shall have no extra claim in this regard.

**1.5** The works shall be executed on firm price basis throughout the contract period.

**1.6** Contractor will have to satisfy all statutory requirements with total indemnity to WBPDCCL on any account.

**1.7** Contractor will have to follow all guidelines and norms w.r.t TQM, safety and environment protection initiatives by WBPDCCL.

**1.8** Contractors have to complete any job within specified period mentioned by controlling

officer with precision of job quality. In case of any delay or unsatisfactory performance of the contractor of any precision job any external agency may be engaged if controlling engineer feels such kind of requirement. Payment for external agency for that particular job will be made by deducting the amount from monthly payment of the contractor.

##### **2. Scope of Work:**

The detailed scope of works for Boiler and its auxiliaries has been grouped in two different Parts as delineated below:

###### **A. Mandatory jobs**

###### **B. Optional jobs**

##### **A. MANDATORY JOBS**

###### **2.1 Maintenance jobs to be attended**

In general routine checking in Boiler area including routine maintenance jobs for all load bearing equipment is to be carried out. In addition to that break-down (BD) of any equipment in Boiler area which may arise is also to be carried out on emergency basis.

2.1.1 Oil top up in coal mill gearbox, lube oil tank of fans etc. in any area in a specified

manner. This includes issue and return of oil/oil drums to stores/ identified locations.  
Oil/Water/Air filters cleaning of any equipment in any location.

2.1.2 Arresting any leakage of oil /water/air/steam & coal excluding welding/major jobs.

**2.1.3 Oil Gun Cleaning and maintenance:**

Scope includes removal of gun, complete cleaning of burner tip, body and nozzle etc. and fixing back in position. This includes replacement of damage spares wherever required like burner hoses or any other repair. Care to be taken to completely avoid any spillage of oil during gun removal. Proper collection & disposal of waste oil from gun is in contractor's scope of work. Fabrication/ repairing of old and new oil gun, replacement oil gun pipe and Argon welding has to be done as per site requirement.

2.1.4 Checking for any abnormal sound from equipment and attending the trouble/defects.

2.1.5 Day to Day maintenance job i.e. mill and others boiler aux equipment schedule checking, mill, feeder etc. internal checking, rejection gate repairing, Mill outlet gate and other valves and gates related to boiler auxiliaries

repairing/replacement/modification, if required including smooth operation, manual opening/closing of mill outlet gate, inlet gate, any piping and valves related to mill and other boiler auxiliaries, checking of any pump related problem of lube oil system of any equipment i.e. Mill, PA Fan, ID & FD Fan etc. and its rectification.

2.1.6 Cleaning/replacement of lube oil / water cooler and attending cooler tube leakage.

2.1.7 Cleaning of Coal Feeder, Feeder to Mill Chute as and when required basis.

2.1.8 Clearing of Coal Bunker jamming.

2.1.9 Site cleaning i.e. Mill & PA, ID, FD, Scanner Cooling and SA Fan area.

2.1.10 F.O. pressurising unit and its line including valve & control valve maintenance

2.1.11 Joint survey with C&I and Electrical team of soot blowers during routine soot blowing

and attending day to day problems. Recording shaft slot idle position and informing C&I team member.

2.1.12 Maintaining locations and site stores and assisting other TQM activities.

2.1.13 Assisting general shift as and when required as per site requirement.

2.1.14 Deployment of manpower during lit up of Boiler or any fan-balancing.

2.1.15 Assistance in Testing of Lifting tools & Tackles (Chain pulley block / Hoist /Slings / D shackles etc.

2.1.16 Transportation of filled oil drums from central store

2.1.17 Transportation of empty oil drums/ filled dirty oil drums from boiler area to Central Store/ area demarcated by Environment dept.

2.1.18 Assistance during conditioning monitoring of equipment& efficiency /performance test.

**2.1.19 Replacement of Rubber Spider / Love-Joy Coupling / Grid Element / Bibby Coupling / Mechanical Seal / Oil Seal of Lube-Oil System of Fans.**

(Scope of work includes removal of motor (excluding 6.6 KV drive) if required, replacement of rubber spider / love joy coupling / grid element / Bibby coupling / mechanical seal / oil seal as required and realignment of motor with pump or replacement of oil seal/rubber spider.

2.1.20 **Isokinetic coal sampling:** Assistance to be provided for collection of coal sample from

CCP of different coal mill as and when required.

**2.1.21 Servicing of Lube-Oil Pump** (Scope of work includes dismantling of pump, removal of coupling from shafts, removal of cartridge / relief valve assembly if required and replacement of mechanical seal or bearing and other damaged parts as per instructions of Area Engineer.)

**2.1.22 Repair/Replacement of Bearing/Bearing Housing Or 'Sprockets' Or 'Repairs of**

**Broken Chain/ Repair of Damper Flaps**

Scope of work will also include repair / replacement of damaged parts and any rectification required for proper operation of the gate / damper as per instruction of Engineer. After rectification gate / damper to be checked for free operation manually and with actuator drive.

Or

Scope includes dismantling of damaged links of broken chain and re-assembly after replacement. Locking of gate in existing position to be done before dismantling broken the chain.

Or

Scope of repair of dampers includes opening and closing of ducting manhole doors, rectification of alignment of linkage so as to synchronize opening / closing of all flaps and checking of free operation of damper. Also, repair of eroded / damaged flap with patch weld etc. is the scope.

**2.1.23 Attending Jamming of Gates & Dampers**

Scope includes opening of required manholes, cleaning of ash from seals flap seats, damper rod bearings of each individual damper flaps and checking manually free operation of each individual flaps. Scope also includes removal of damaged seal strips if required. After each flap is free, the flaps are to be connected with common tie-rod after proper alignment of flaps. Replacement of flaps by fabricating plate and welding as per requirement. Checking of actual opening and closing as per requirement.

**2.1.24 Repairing and servicing of Hot Air Gates**

Scope of works is as detailed below.

Inspection & replacement of seals. Repair of guide & ducting by cutting / welding / grinding, Inspection / repair of gate plate and ducting.

leakage from Hot PA cross over duct to MILL inlet duct. Replacement/repair of link, shaft, bearing, gland & gland housing, manhole etc. All other miscellaneous job as required. Removal of jamming of hot air gates during trial operation.

**2.1.25 Repairing and servicing of Cold Air Gates**

Scope of works is as detailed below.

Cleaning and inspection of seals, gate, plates, chain & chain links, bearings, sprockets, drive shafts and their dismantling if required.

Repair / replacement of damaged parts and final box up.

Cleaning and lubrication of bearings & gates.

Removal of jamming of cold air gates during trial operation.

**2.1.26 Repairing and servicing of Pneumatic Dampers**

Scope of works is as detailed below.

Servicing of pneumatically operated dampers such as hot air dampers & cold air dampers by cleaning the seals

Checking free operation, alignment of linkages and removal of any jamming.

Replacement of any damaged spares as required.

Replacement of Bush, bearing & Gland Packing of damper shaft as per requirement.  
Repair of flaps if required by patch welding. In case of requirement of scaffolding for this purpose the same is to be done.

Replacement of ropes in manhole.

#### **2.1.27 Preventive Maintenance of Fans Including Lube-Oil System (PM)**

Preventive maintenance of ID Fan, FD Fan & PA Fans including lube oil system is as follows.

Inspection & cleaning of main equipment (FAN).

Lub oil strainer cleaning, relief servicing & adjustment, line modification & fabrication, pump replacement & servicing, coupling replacement etc.

Inspection & cleaning related lube oil / working oil system for Fans.

Attending minor leakage if any found during inspection of the system.

Checking of foundation and coupling guard bolts.

Checking of oil level and top up as required.

#### **2.1.28 Repairing / Servicing of Hoist**

2.1.29 Scope of works is as followings.

- Fixing of proper scaffolding as per location & requirement.
- Draining of oil from gearbox.
- Checking of gears, gear shafts, bearing, oil seals as per requirement if any defect observed rectifying the same.
- Checking of pulley, hook & brake shoe assembly.
- Replacement of damaged wire rope if required.
- Application of cadmium compound on wire rope.
- Filling of oil and arresting the leakage if any.
- Travelling & smooth operation of hoist to be checked.
- If any hoist needs to be De-erection for any defect same has to be rectified and then erected in position also included in the scope of work.
- All electrical work for smooth operation of hoist is also included in the scope.
- Painting of hoist.
- Load testing of Hoists scope includes shifting of required weight from plant premises to work place.

#### **2.1.30 Coal mill schedule and maintenance**

- Checking mill gear box base bolt, foundation bolt, mill motor base bolt, etc.
- In-situ checking/ replacement scraper, throat plate (rotary/static), gravity damper, swivel ball, stirrup pad, U bolt, walker seal, nitrogen line, loading cylinder & loading related job, all type of grease nipple, ball filling, rejection gate, rejection chute, NAF, link rod, rejection hopper, classifier blade, classifier belt, repairing of any coal dust from mill top, cleaning of mill top, checking of classifier grease pump and related line.
- Replacement / repair mill out-let short piece, gate ,bend
- Replacement / repair of seal airline.
- Gear box spray checking, shaft seal gap checking

#### **2.1.31 Maintenance of Coal Feeder**

- Belt replacement, alignment checking, Belt tightness checking & total condition monitoring. Running belt adjustment.
- Driver shaft bearing greasing (Both DE & NDE) and bearing replacement as per

requirement.

- Take up shaft bearing greasing (both end) and bearing replacement as per requirement.
- Weigh and guide roller bearing greasing (both end) and bearing replacement as per requirement.
- Gear box (both Belt and COC) maintenance/ replacement of spares/ replacement of total gearbox including oil level checking and top up or replacement of oil if required.
- Scrapper checking/ replacement and allied works if required.
- Feeder manual isolation if required.
- Looking glass cleaning.
- Air nozzle cleaning.
- Feeder inlet gate and guide pulley bearing greasing/ replacement if required.
- Feeder inlet gate inside eroded area build up by welding.
- Servicing of 'Coal On belt flapper'.
- Assisting in Feeder calibration work.
- Feeder inlet gate (twin gate) back plate cleaning, feeder inlet gate servicing, dismantling back cover of coal feeder inlet gate and checking and servicing of gate. Manual closing of feeder inlet gate as per instruction of controlling engineer. Seal air supply line dismantling, modification and refitting. Dismantling of actuator if required.
- Feeder inside liner plate replacement if needed.
- Feeder inlet chute skirt replacement.
- Feeder drop hopper liner replacement and repair.
- Checking, Repairing and Replacement of clean out chain. Spare chain repairing by fabrication of flight and make ready available.
  
- Alignment of clean out chain.
- Fabrication of holding down attachment with modification if required and replacement.
- Feeder coal chockage removal and any size of foreign plate removal from inside feeder.
- Feeder drop pipe chockage rectification due to damp coal and foreign material.
- Any other job related to BMD.

### **2.1.32 Repairing of Coal Carrying Pipes And Related Job to LNAS burner**

Scope of works is as followings.

- Welding for repairing of coal carrying pipe leakage.
- Welding for repairing of Coal Chute/Drop Pipe leakage.
- Welding for repairing of Coal Feeder Box leakage.
- Welding for repairing of ducting leakage.
- Changing of Coal pipe Gasket.
- Changing / Repairing of Coal pipe adapter ring of Johnson coupling.
- Cleaning of Coal pipe jamming (including opening & refitting of Johnson coupling).
- Cleaning of Coal chute jamming (including opening & cleaning of Feeder Inspection doors, if necessary).
- Replacement of steam hose/ oil hose / scanner cooling air hose.

- Hard facing / Deposition of ceramic cement/ Belzona as per requirement and as per instruction of controlling engineer.
- Hanger support checking, repairing and refitting/ replacement as per requirement.
- Replacement of coal pipe bends, short piece, Johnson's couplings, Y-splitter, VARB, Mill outlet gates and its gland seal rubber as per instruction of controlling engineer. Repairing of damaged coal pipes by cutting & fabricating of spare pipes as per requirement.
- Online coal leakage rectification has to be done at any area of coal pipes by using sodium silicate/calcium silicate with jute/cloths as a temporary basis. Later the leakage has to be arrested permanently by necessary repairing/replacement after discussion with controlling engineer. Necessary scaffolding has to be done to attend rectification job.

#### **2.1.33 Servicing of coal mill loading unit:**

- Dismantling of loading unit all spares and total cleaning of all spares.
- Inspection of dismantled parts with controlling engineer.
- After inspection the damaged parts will be sorted out to be noted and refurbishment/ replacement will be done as per instruction of controlling engineer/supervisor.
- Assembling the loading Units
- Final inspection after assembly of units.
- Shifting to its storage place.
- Repairing/machining/hard facing of any parts has to be done as per requirement.

#### **2.1.33 Servicing/overhauling of mill loading cylinder**

- Dismantling of loading cylinder all spares and total cleaning of all spares.
- Inspection of dismantled parts with controlling engineer.
- Servicing of loading cylinder including all necessary allied works: Dismantling, cleaning of spares, replacement of seal kit, bellow and other internals, refitting and leakage test as per requirement.
- Repairing/machining/hard facing of any parts has to be done as per requirement.

#### **2.1.34 Replacement of Damaged Voith Coupling /Coupling of ID fan/FD fan/PA fan with alignment as and when required**

Scope of work includes Lifting & Shifting of motor from base and to base, realignment of motor to Hydraulic coupling and/or to Fan within permissible limits and with proper tightening of foundation bolts. Scope of work will also include replacement of foundation bolts/repositioning of base plates (except civil works) if required and cutting of shims and packer plates, draining & refilling of oil in Hydraulic Coupling. Checking of coupling (Gear coupling, Hole-set coupling, flexible coupling as in case may be) & replacement of damaged coupling as per requirement if any. (It may be noted, motor disconnection & re-connection is under scope of BTPS electrical maintenance department.)

#### **2.1.35 Servicing or Replacement of Bearing/ Liners of PA /FD/ID fan**

Scope of work includes removal of top cover of bearing housing of DE / NDE side and removal of bearing top and bottom liners and servicing/ replacement of liners with new liner(as in case may be). Scope also includes all other related job like measurement of



lip clearance, oil clearances, crown clearance, balancing etc. Alignment of Fans also included in this scope of work.

#### **2.1.36 Rectification / Servicing of Seal Air Fan /Scanner Air Fan**

Scope of work includes dismantling of fan motor assembly by dismantling its casing, removal of impeller from motor shaft using proper pulling fixture and re-assembly. Repairing of impeller is also included in the scope, if required. Foundation / frame to be rectified if found damaged or for further strengthening. Suction filter to be dismantled cleaned and then fixed in position also included in the scope of work.

Asist to balancing of above fans.

#### **2.1.37 FABRICATION & ERECTION OF MISC. STEEL STRUCTURE.**

Fabrication of misc. steel platform and structure at different location as per requirement includes transportation, erection, cutting and welding of steel structure as per drg. and instruction of Engineer - in - charge. Scope will also include shifting of scrap generated to scrap yard or any other identified locations. While fixing of new platform in the location of existing platform, it may be required to cut or modify the member of existing platform. One coat primer to be applied on steel member. (Consumables like Steel and primer will be given by BTPS free of cost).

#### **2.1.38 SERVICING OF VALVES**

- Servicing of all valve (HP & LP valve) related to boiler & Auxiliary system: Gland packing replacement, Bonnet seal replacement and servicing/replacement of valve internals as per requirement.
- Replacement of any type of flange valve, replacement of gasket and other necessary allied works related to valve replacement has to be done as per requirement. Contractor will have to deploy welder and grinder.
- In case of motorised/ pneumatic actuator operated valve: Actuator dismantling and refitting to execute valve servicing job will be under scope of the party and the job has to be done as per instruction of controlling engineer.
- Any kind of valve mechanical jamming freeness checking is under party's scope.
- Manpower has to be deputed immediately to clear jamming and make free of any kind of valve as per instruction of controlling engineer.
- valve seat and disc lapping by lapping paste.

#### **2.1.39 EXTERNAL CLEANING OF BOILER BY COMPRESSED AIR/MANUAL**

Scope of work includes external cleaning as per instructions using compressed air hose/manual outside boiler including structure, buck stays, stair cases, platform, coal piping, etc. from outside. This cleaning includes removal of scraps/other unwanted material to designated area. Care should be taken while washing to avoid damage to insulation, C&I panel, cabling and lift etc.

#### **2.1.40 Maintenance of SWAS Wet System**

In situ gland tightening, Needle Valve replacement, Line chockage rectification, Line Leakage Rectification, Needle valve Servicing, Cooler leakage rectification and replacement, Drain Line leakage rectification and any repairing job of fire fighting system which include all pipe, flanges, valves, outside of fire fighting pump house except electrical & PCI related work. Argon welding has to be done as per requirement.

#### **2.1.41 Pipe line works**

For rectification of any high pressure drain line and Nitrogen gas line associated with coal mill, argon welder has to be engaged and pipe line replacement has to be done as

per requirement. Other pipelines like oil line, water line repairing/replacement has to be done as per requirement.

#### **2.1.42 MAINTENANCE JOB OF LRSB AND WALL BLOWERS**

Running maintenance job of LRSB AND WALL BLOWERS, such as mechanical jamming of any blower, electrical inoperative problem, gearbox related problem etc. to be carried out for rectification as and when required except electrical problems.

#### **2.1.43 COMPLETE OVERHAULING OF WALL BLOWER.**

- Scope of works includes following:-
- Complete dismantling and cleaning of equipment.
- Servicing of gear box, replacement of oil, cleaning of drive chain, sprockets etc., changing damaged components including guide sleeve if required.
- Free operation of soot blower.
- Servicing of puppet valve including lapping if required.
- Renewal of gland packing/ gaskets.
- Cam adjustment and limit switch setting mechanically.

- Adjustment of travel by template
- Oil top up and final checking and commissioning with C&I

#### **2.1.44 COMPLETE OVERHAULING OF LRSB (OH JOBS)**

Scope of works includes following:-

- Complete dismantling and cleaning of equipment.
- Servicing of gear box, replacement of oil, cleaning of drive chain, sprockets etc., changing damaged components lance, guide sleeve etc. if required.
- Free operation of soot blower.
- Servicing of puppet valve including lapping if required.
- Renewal of gland packing/ gaskets.
- Cam adjustment and limit switch setting mechanically
- Adjustment of travel by template
- Oil top up and final checking and commissioning with C&I
- Complete cleaning and repair of drive chain.

#### **2.1.45. The above list of job is not exhaustive. Any other job related to BMD Department**

**in existing scope or may be included in future, where no additional manpower need to be engaged, has to be done as per instruction of Controlling Officer.**

### **B Optional Job**

#### **1. Insulation at different area of boiler:**

- i. To remove the metal sheet cladding & dislodge the damaged insulation material.
- ii. To clean the bare portion of the surface.
- iii. To insulate the damaged area with insulation block or loose mineral wool & bonding them with chicken wire net & G.I. sheet.
- iv. To clean the site by removing the scrap materials.
- v. To erect necessary scaffolding & platforms for execution of the work.
- vi. To remove the metal sheet cladding & insulation at the affected zones.
- vii. To remove the scrap & debris and clean the work site.

#### **2. Grinding Ball filling for 8.5E9 coal mill**

- i. Fetching of ball from Store to Site.
- ii. Making necessary arrangement for Ball filling
- iii. Complete checking and repairing/replacement of Mill Internals.
- iv. Cleaning of Mill Internal.

### **DEPLOYMENT OF MANPOWER (i.r.o. mandatory jobs)**

**Total manpower to be engaged 35 nos. [32 nos. worker + 3 nos. company's own workers (01 no. site in-charge + 01 no. supervisor + 01 no. mill wright fitter )].**

- Scope of work includes deployment of different categories of manpower as given in BOQ for carrying any misc. jobs which are not covered under part I and are not envisaged but required for smooth running of the system/safety/upkeep requirements as directed by Engineer-in-Charge.
  - In case of emergency breakdown maintenance job man power has to be deputed immediately after instruction of engineer in charge.
  - De insulation has to be done at different area like boiler, steam pipes, ducts etc. as per instruction of controlling engineer.
  - Manhole & inspection hole at Boiler, duct, pent house, wind box etc. opening and closing as per instruction of control engineer.
  - Deputation of manpower in 3 shift duty as well as general shift duty will be done as per instruction of Controlling Officer and as per requirement.
- Engagement/withdrawal of manpower in night shift has to be done as per instruction of controlling engineer. Depending upon condition of unit manpower roster may be changed and night shift will be withdrawn and maximum manpower will be engaged in general shift duty and temporary roster will be done as per instruction of controlling engineer.

### **SPECIAL CONDITION OF CONTRACT**

#### **SL . NO. DESCRIPTION**

1. 1. The contractor must have proven skilled staffs who have already worked on similar jobs. They should be able to show the proof of their experience, competence indicating the period for which they have been working with the firm and their experience on similar jobs. At any point of time, if any of the manpower is found lacking in competence or interest, he will be immediately, withdrawn and should be replaced by a competent person as acceptable to the engineer -in - charge.

N.B. : All Skilled workers (03 nos.) are to be withdrawn as soon as completion of contract period

1. 2. (a). A job card / intimation will be issued for carrying out a specified job and the

contractor shall have to take up the job immediately in case of emergency jobs and within two hours in case of normal job.

(b). The contractor shall ensure that his representative is available at a specified location round-the-clock to take-up any maintenance job (Even on Sunday and religious / Gazetted holiday.)

(c). The contractor shall have to do the job round the clock even on Sundays,

religious / national holidays and as per instruction of the engineer - in - charge and no excuse of night hours etc. will be admissible.

1. 3. All jobs shall be carried out in an approved manner as per maintenance schedules &

to the entire satisfaction of the engineer - in – charge and the quality of the job shall

be as specified by him. The contractor shall stand guarantee for workmanship of each job executed by him for a period of three months. In case of failure within guarantee period due to poor workmanship, contractor shall attend the job free of cost.

1. 4. The contractor shall bring the required material from the store / other sites to the

site of work and dispose of the dismantled / damaged parts to the store etc. as per

the instruction of the engineer - in – charge. However for transportation of material

truck / trolley / crane to be arranged by the contractor.

1. 5. Wherever it is required, the contractor shall erect scaffolding and platform for the

purpose of work and it should be safe for working of the personnel involved on the

job. Scaffolding material to be arranged by the contractor.

1. 6. Removal of cladding, insulation, refractory etc. to be carried out for repairing work

and re-fixing of refractory is in the scope of contractor.

1. 7. The clearance setting and other measurement affecting quality are to be taken in

presence of BTPS representative.

1. 8. The assembly of equipment after servicing / overhauling shall be carried out and the

equipment shall be restored to its original shape and all assemblies of important / critical nature shall be done in the presence of BTPS representative.

1.9. Inspection and testing:-

(a). BTPS shall have free access to inspect at any stage during execution of work, to ensure an adherence to relevant codes, standards and quality plans.

Hydraulic test of boiler will be witnessed by BTPS personnel and statutory authorities.

(b) Clearance, setting, readings & other measurement shall be taken in presence

of EIC / his authorized representative and to be duly signed by both in appropriate records.

(c). Radiography and other ND test shall be carried out by BTPS wherever required and defects/ deficiencies if any. Are to be rectified to the satisfaction of BTPS engineer. If the job is found to be having defects, the same is to be rectified free of cost. However contractor will assist BTPS in carrying out ND test.

(d). Pre-heating / post weld heat treatment wherever required is to be carried out by contractor as per respective BOQ for Stress Relieve.

1.10. The contractor shall dismantle the equipment carefully without damage to any

parts. All dismantled parts are to be kept in a clean well covered, and responsibility

of theft/ pilferage / damage to dismantled parts is that of the contractor.

However,

if there is any such damage before dismantling of the equipment, the same is to be

shown to the engineer -in -charge, who is supervising the job.

1.11. The recovery in respect of any spare / equipment which is damaged due to negligence on the part of contractor during execution of work will be done at the rates as mentioned in the price catalogue of equipment supplier / latest purchase order value or any other source plus 25 % overheads for the repair / replacement of damage part also. Decision of engineer - in - charge will be final in this regards.

1.12. The contractor shall keep the site clean and remove from the site and dispose of all

waste material and rubbish etc., at specified locations after completion of work.

He

shall also remove all temporary arrangements made during working. (Scaffolding etc.) and shift them to storage area.

1.13 (a) The job mentioned in the "SCOPE OF WORK" is just a guideline, but not limited

to specified and includes jobs otherwise necessary is in the scope of work.

(b) The quantity given in the bill of quantities are indicative and approximate only and it may vary widely according to the actual requirement of the plant.

1.14. To facilitate the execution of work, the electric overhead crane have been provided

on various equipment but in case, the same are not available due to any reason, the contractor shall have to make alternative arrangements to complete the jobs in

time at no extra cost to BTPS.

1.15. BTPS will provide following consumables and T&P free of cost as per requirement of the work.

(a). Spare parts, fasteners, special electrodes.

(b). Electricity, water.

(c). Raw material for fabrication like plate, channel angle and other steel materials.

(d). Insulation and refractory material.

(e). Uncovered / open space for site office / store depending upon requirement / availability.

1.16. All T&P supplied by BTPS to the contractor shall be returned in the same good

working condition. In case of damage, the same is to be replaced by the contractor.

1.17. Contractor has to provide T&P and consumable as per annexure - I and will maintain the same throughout the contract period. All lifting tools and tackles are to be as per statutory requirement viz. Certificates etc.

1.18. In case T&P listed in annexure - I not brought by contractor it may be given by BTPS

on chargeable basis. Rs. 100 (one hundred) per item per day will be charged for all items except welding m/c and chain pulley blocks for which Rs 250/ per day will be

charged and same will be deducted from running bills.

1.19. General shift manpower will be required to come on Sunday / Holidays / Religious

Holidays (of BTPS) as per job requirement. However shift manpower to be deployed round the clock 365 days in a year.

2. 1. L D CLAUSE :-

2.1.1. BTPS may withhold any payment claimed by the contractor in whole or part,

which in the opinion of the engineer - in – charge is necessary to protect BTPS from

loss on account of :-

(i). Defective work or guarantee not met.

(ii). Lack of quality of work / workmanship.

(iii). Legitimate claims filed against the contractor by third party.

(iv). Failure by contractor to make due payment for materials and labourers employed by him.

(v). Damage to BTPS or another contractors property.

2.1.2. In case of delay in start /completion of job due to insufficient/ qualified manpower by the contractor penalty of 1.5 times of concerned BOQ will be imposed.

2.1.3. In case of the employees of the contractor indulge in thefts / unlawful activities an FIR will be lodged the concerned employee and contractor in addition to a token penalty Rs. 5000/- for each case. However in case of three or more of such incident the contract is liable to be cancelled and the contractor is liable to be black listed.

2.1.4. Contractor if fails to provide safety appliances to all of his workmen penalty safety rules shall be imposed.

2.1.5. If work suffers due to non-availability of T&P (as per annexure - I) then a penalty of Rs. 1000/- per day per item would be levied.

SL . NO. DESCRIPTION

3.1 Contract period:-

The contract period shall be for a 02 year from the start of the contract. However the contractor should mobilize manpower and T&P 7 days before the actual commencement of contract. Extension of validity period for another 06 months with same rate, terms & condition is sole discretion of BTPS, WBPDC.

3.2 Mode of measurement:-

The work shall be measured in terms of units indicated in the bill of quantity. Payment will be made for actual quantities of work executed at the rate specified in the BOQ.

3.3 Payment terms:-

(a). The contractor shall submit monthly running account bill in the prescribed company form as per actual measurement duly certified by BTPS in triplicate to the

Engineer-in-Charge along with the worker wise details of monthly attendance, night shift, OT, causal leave avail and holidays.

(b). Security Deposit @ 10 % shall be deducted from the monthly running bills of the

contract and will be returned after successful completion of the contract covering the defect liability period of 3 months.

(c). It may be noted that contractor may have to deploy more manpower than indicated in as per exigencies of job especially during shutdown / overhauls/unit synchronization for which no additional payment will be made.

(d). Overall contract value may vary ( $\pm$ ) 20 % however individual item quantity may vary widely.

LIST OF MINIMUM T&P TO BE PROVIDED BY THE CONTRACTOR

SL. No.	DESCRIPTION	SIZE	MIN. QTY.
01.	Ring spanner	6 mm to 32 mm	04 Set
02.	Ring Spanner	1 / 4 to 1 1/4"	02 Set
03.	D. E. Spanner set	6 mm to 32 mm	04 Set
04.	D. E. Spanner set	1 / 4 " to 1 1/4 "	02 Set
05.	Pipe wrench	12" & 18"	02 No. each
06.	Adjustable Spanner	6" , 12"	02 No. each
07.	Allen keys	2 mm to 10 mm	02 Set
08.	Allen keys	5/64" to 3/8"	02 Set
09.	Socket set	8 mm to 32 mm	02 Set
10.	Socket set	3/8" to 1 1/4 "	02 Set
11.	Chisel	6" to 10"	04 Nos.
12.	Hammer	1 kg & 4 kg.	3 each
13.	Hammer	10 kg.	1 No.
14.	Screw driver	10" , 12" , 18"	4 each
15.	Combination pliers	8" to 10"	04 Nos.
16.	Circlip pliers in & out side	8" to 10"	4N. each
17.	Hack saw frame adjustable	12"	03 Nos.
18.	Center punch	8"	04 Nos.
19.	File 12" rough, smooth flat,round, half round		2 No. each
20.	Measuring steel tape	3 MTR.	04 Nos.
21.	Nose pliers	8" & 12"	02 Nos.each
22.	Steel scale	12" & 18"	02 Nos.each
23.	Feeler gauge	Small & Big	02Nos. each
24.	Bearings puller	2 & 3 leg 8" , 10" ,12" & 18"	2 no Each
25.	Steel wire rope	8 mm to 20 mm	4No. Each
26.	D. shackle & eye bolt	½ Ton to 15 Ton	2 No. Each
27.	Crow bar	2 MTR length	02 Nos.
28.	G. I. bucket	15 LT cap.	02 Nos.
29.	Plastic can PVC Can	5 LT & 10 LT cap.	2 No. Each
30.	G. I. Funnel	Small , Medium & big	4 No. Each
31.	Bucket grease gun	10 kg capacity	02 Nos.
32.	Hand grease gun	1 kg. capacity.	02 Nos.
33.	Tri square	12" blade length	02 Nos.
34.	Divider	12" blade length	02 Nos.
35.	Scissors	12"	02 Nos.
36.	Tin cutter	Medium & big.	02 Nos.
37.a	Cutting & torch set along with regulator & hose		04 Set



37. b	Brazing set with regulator & hoses		01 Set
38.	Air pistol with pipe having NRV at both ends		04 Nos
39.	Chain pulley block	1 Tons, 3 T & 5Tons cap	3No. Each
40.	Hook chuck	1 Tons & 3 Tons cap.	2 No. Each
41.	Straight grinder		02 Nos.
42.	Angle grinder AG6 / AG7		02 Nos. each
43.	Pistol grinder / F.F2 / Dickgrinder/milling cutter		03 Nos. each
44.	Welding Transformer		02 Nos.
45.	welding generator set		02 Set
46.	TIG set with tungsten rod		02 Set
47.	Welding cable		400 Mtr.
48.	Welding accessories		04 Set
49.	Vernier calipers	0 - 300 mm	02 No.
50	Tool box		05 Nos.
51	Torch	3 Cell	05 nos
52	24 v transformer		02 nos
53	Oven portable		02 nos
54	Chop Saw		01 no
55	Pneumatic grinder		02 nos
56	Scaffolding Material		
57	Hydraulic jack		

#### LIST OF CONSUMABLES IN THE SCOPE OF CONTRACTOR

01. Cutting and grinding wheels.
02. Hacksaw blades.
03. Hand gloves.
04. Electrodes for welding except hardfacing electrode.
05. Safety gadgets
- 06 Diesel/kerosene and petrol for cleaning of equipments during maintenance
- 07 Anabond, celastic, holetight, sodium silicate, feviquick or similar material
- 08 Banyan cut piece and jute
- 10 Rastoline/Penoil/similar item
- 11 Emery cloth

**SECTION-VI**  
**ATTACHMENTS AND FORMS**

## CONTENT

<b>ATTACHMENTS</b>	<b>DESCRIPTION</b>
ATTACHMENT-1	: EXPERIENCE AND PAST PERFORMANCE
ATTACHMENT-2	: PROFORMA FOR BANK GUARANTEE FOR EMD
ATTACHMENT-3	: KEY INFORMATION ABOUT THE BID
ATTACHMENT-4	: CHECK LIST
ATTACHMENT-5	: BID DECLARATION SHEET
ATTACHMENT-6	: PROPOSAL DATA SHEETS PRICE PART

**GENERAL INSTRUCTIONS**  
**FOR**  
**FILLING UP SCHEDULES/ATTACHMENTS**

- 1.0 To complete the proposal, Bidder must fill up the Schedules/Attachments enclosed herein after as per the instructions given below and in various sections of this specification.
  
- 2.0 Bidder shall furnish the data required by typing in appropriate place against each item in the proforma. These documents must be properly signed by an authorized representative of Bidder as verification of data submitted. The filled in Schedules/Attachments, Write-ups and Data Sheets as applicable shall be submitted in separate sealed Covers as per instructions of check list (Attachment no.4) of this section.
  
- 3.0 In case the space provided against a specific question is not adequate or Bidder desires to submit additional information, the same may be annexed and such annexures must clearly be linked with the questions against which such information is being furnished.
  
- 4.0 Bidder is requested to ensure that no contradictions amongst the information/ data/write-up/drawings enclosed with the bid. In the event of any such contradiction, decisions of Owner shall be final and shall be binding on Bidder.

**ATTACHMENT-1**

**FORM NO.: I  
EXPERIENCE AND PAST PERFORMANCE**

The Bidder shall indicate as per format given below the details of his experience in executing similar 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

Note: Enclose completion certificates of the actual Owners.

Company Seal .....

Date.....

Authorized representative's name.....

Authorized representative's signature-----

**ATTACHMENT-2**

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref No.: \_\_\_\_\_

Date: \_\_\_\_\_

To

The West Bengal Power Development Corporation Limited

Bandel Thermal Power Station

P.O.: Tribeni, Dist: Hooghly, Pin – 712503.

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. \_\_\_\_\_ M/s. \_\_\_\_\_ having its Registered Head Office at \_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said Tender for \_\_\_\_\_.

As an irrevocable bank guarantee against bid guarantee for an amount of \* \_\_\_\_\_ valid for one hundred twenty days (120) \_\_\_\_\_ days from \_\_\_\_\_ 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 Documents.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head 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 Purchaser 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 \*\* \_\_\_\_\_ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ 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 WBPDCCL brings any suit or, section to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_ .

WITNESS

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Official address)

\_\_\_\_\_

(Designation with Bank Stamp)

\_\_\_\_\_

Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Note \* The amount shall be as indicated in the NIT.

\*\* This date should be initially for one hundred eighty days (180) days with additional claim period of 30 days and may be extended from time to time.

**ATTACHMENT-3**

**KEY INFORMATION ABOUT THE BID**

- 1.0 Proposal No. and Date :
- 2.0 Validity of offer from date of opening of bid :
- 3.0 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 :
- 3.3 Kolkata 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 : Enclosed/Not

(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 :
10. Name & address of Bankers :
11. GST Registration
- a) GST Registration Number :
- b) PAN/TAN No. :
12. Financial Details of the Bidder :
13. Annual turnover of Bidder
- For last three (3) Fiscal year
- 1) 2018- 19
- 2) 2019 - 20
- 3) 2020 – 21
14. 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

SEAL OF COMPANY

Signature : .....

Name : .....

Designation : .....

**ATTACHMENT-4**  
**CHECK LIST**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Declaration (Strike out whichever is not applicable)</b>	<b>To be enclosed in separate covers (as indicated below)</b>
1.	Bid Guarantee /EMD enclosed	Yes/No	
2.	Key Information about Bid (Attachment-3) enclosed	Yes/No	
3.	Past Experience with Details of similar Contract executed earlier with PO Copies & GRN etc.  (Attachment-1, Form-1 of Section –VI)	Yes/No	
4.	Audited annual reports for the last 3 years furnished	Yes/No	
5.	Price proposal Schedule as per Attachment-6 of Section-VI filled in	Yes/No	

SEAL OF COMPANY

Signature : .....

Name : .....

Designation : .....

ATTACHMENT-5

**BID DECLARATION SHEET**

I, ..... certify that all the above typed in data and information  
pertaining to this Bid document are correct and is a true  
representation of the plant/equipment covered by our  
Formal Proposal No.  
.....

dated .....

I hereby certify that I am duly authorized representative  
of the Supplier whose name appears above my signature.

SEAL OF COMPANY

Bidder's Name : .....

Authorised Representative's

Signature : .....

Authorised Representative's

**ATTACHMENT-6**

**PROPOSAL DATA SHEETS PRICE PART**

**GENERAL NOTE:** The offer will not be valid if the Bidder fails to submit this Proforma duly filled in. The Proforma shall be completely filled in without any ambiguity and shall be clearly written against every item. The bidders shall quote in the Price Bid as per the following format tabulated below in the price bid schedule (Excel file):

**Price Schedule for the job "Proposal for placement of Biennial Maintenance Contract of Boiler & Auxiliaries including optional jobs of Unit#5, BTPS"  
Mandatory job under Maintenance Contract**

Sl. No.	Job Description	Qty.	Unit	Strike out the following field to confirm whether all fields in price bid schedule (Excel file) has been filled up/quoted & uploaded or not.	
				Rate (In Rs.)	Total Amount (In Rs.)
1	Maintenance of Boiler & Auxiliaries of Unit#5 as per scope of work	24.00	Months	Yes/No	Yes/No

**Optional jobs**

Sl. No.	Job Description	Qty.	Unit	Strike out the following field to confirm whether all fields in price bid schedule (Excel file) has been filled up/quoted & uploaded or not.	
				Rate (In Rs.)	Total Amount (In Rs.)
1	Ball Filling for 8.5E9 Coal Mill	10.00	Number	Yes/No	Yes/No
2	Insulation Job	750.00	Square meter		

**Note:**

**Note: 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. The price should be given firm throughout the entire contract period.**

**Note:**

- (1) The Bidder should quote the unit rate for all the above individual items. Selection of 'L1' bidder will be decided considering the sum of all the total value (overall)
- (2) All the above estimated quantities as mentioned, is purely tentative. The number may vary during actual execution of the contract. The contractor shall carry out jobs at the same rate for any number of quantities of the individual items, during the entire period of the rate contract.
- (3) Bidder should mention SAC Code for Service.
- (4) Estimation has been prepared on basis of MOS (Memorandum of settlement) on date 04.10.2021 & basic wages of workers as on 01.01.2022 & the cutoff date is 01.07.2022.

Signature : .....

SEAL OF COMPANY

Name : .....

Designation : .....

**ANNEXURE-A "SAFETY"**  
**(COS-OIN/O&M/0015/ Rev-01 ,Date:-02-03-2020)**

**(FOR NIT&SERVICE /WORK ORDER)**

**SAFETY PROVISION RELATING TO CONTRACTOR:-**

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

	<b>PROTECTION OF JOB</b>	<b>APPROPRIATE PPE</b>
1	Working at Height. (above 1.8 meter from immediate floor)	Full Body Harness, Safety Net, Life line, Helmet, Safety Shoe, leather/Cotton Hand gloves etc.
2	Chipping, Grinding, drilling, powered	Goggles & Face Shield, Helmet, Safety Shoe, Leather/Cotton Hand gloves etc.

	fasteners.	
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>

8. The contractor will ensure medical examination for its workers before commencement of any work and once in every year by qualified medical doctor as per provision in the Factories Act, 1948 and W. B Factories rule, and maintain a register for the same for inspection by Respective Department and Safety Department on demand. The Factory Medical officer shall check the certificate and sent to HR Dept for issuance of Gate pass.
9. Examination of Eye sight of certain worker:-No person shall be allowed to operate a crane, locomotive, fork-lift and (dumper, dozor, lorry, tractor etc) or to give signals to a crane or locomotive operator unless his eye sight and colour vision have been examined and declared fit by qualified ophthalmologist to work whether with or without the use of corrective glasses. The eye-sight and colour vision of the person as referred shall be re-examined at least once in every period 12 months up to the age of 45 years and once in every 6 month beyond that age.
10. The worker employed by the contractor should be suitable for the respective job requirement otherwise head of the concerned Department shall have right to disallow the unsuitable worker (e.g. a vertigo patient can't be allotted a job at height).
11. In case of injury, the contractor will send the injured person to hospital /Dispensary/First Aid centre with statement to 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.



12. The "Colour code of Helmet" of WBPDCCL is to be maintained by the contractor and Special Overhauling sticker shall be affixed in the helmet of the worker (Contractual) engaged in overhauling jobs.
13. Only metallic Scaffolding with proper locking system is to be used for working height job. Proper metallic Scaffoldings are to be constructed as per IS 4041 & 3696 guideline. No make-shift or bamboo-made scaffoldings are allowed.
14. Ladders, Crawler Ladders and Hoisting equipment should be properly checked for level, support and other safety aspects before use.
15. Proper working platforms with hand railing and toe guard (150 mm) are to be constructed.
16. Vehicle speed inside plant and Back horn for heavy vehicle: - Back horn is to be installed in all the heavy vehicle and the speed limit of the vehicle inside plant must be 20km/hr.
17. Special Safety requirement, if any, is to be discussed in Per-bid in presence of personnel of Fire & Safety Dept & MOM to be made.
18. All electrical connection is to done through RCCB/ELCB with proper plug top. No damaged, jointed or twisted cables shall be used for electrical connections. Plug tops shall be mandatorily used for connections from designated plug points.
19. Proper illumination level is to be arranged (working light).
20. All gas cutting equipment is to be connected through flash back arrester.
21. Practice of shifting of gas cylinder by rolling on the ground is not allowed. Cage/Trolley is to be used for shifting Gas cylinder. All Cylinders must be with cap on head. All cylinder used at site must be tied properly to avoid falling hazards.
22. Portable cutting & grinding machine should be made of plastic body with proper guard.
23. Hand lamp bulb must be guarded with proper glass and cage.
24. 24 volt power supply is to be used inside every confined space job.
25. First Aid Box should be mandatorily available at the job site.
26. Barricading is also mandatory for heavy lifting zone and Radiation zone. The contractor is also responsible for cordoning/ barricading any other area, which may be affected by the job and which controlling officer/ safety officer feels necessary. Grating and handrail removed for material movement must be barricaded. Same must be restored back once job is over.
27. EQUIPMENT QUALITY:-
  - a) Following equipment or tools shall not be allowed inside plant premises without valid certificate and gate pass. Contractor shall submit relevant valid test certificate of equipment to controlling officer beforehand towards timely issuance of gate pass for the equipment.
    - ❖ Welding Machine,
    - ❖ Lifting & Pulling equipment
  - b) Contractor shall provide good condition equipment for job.
  - c) Equipment shall operate only by trained /competent and designated employee.
  - d) Contractor shall provide relevant certifications of the equipment before putting in service.
  - e) Electrical Maintenance or repair (Including minor) shall only be performed by approved competent person related to electrical work.
  - f) The contractor shall ensure periodic testing /Examination of equipment as well as safety tools and tackles used by them as per provision of The Factories Act, 1948 and The West Bengal Factories Rules, 1958 and maintain a register for the same for inspection by respective dept/ Fire & Safety Dept. on demand.
28. READINESS OF THE JOB OF THE AREA:-

Before execution of the job readiness of the job area is to be done following above guidelines with permission of the user department.
29. READINESS OF THE WORKERS:-
  - a) The safety related actions to be taken regarding workers before starting the job.
  - b) The worker should attend safety training and competent supervisor of contractor should mandatorily deliver tool box talk before taking up any job.

- 30.** Job execution is to be started after getting clearance from user department.
- 31.** After Completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.
- 32.** Without prejudice to the right conferred by the clause as mention before for stoppage of work for violation of Statutory rules and regulations requirement, contractor shall be liable for penalties as mentioned below:-
- i. Upto Rs 5000/- DGM (Env & Safety)/Head of Env & Safety/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. Repeated Safety violation may result in debarment of vender for future contract.
  - iv. Fine upto Rs 10, 000/- for violation of non 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 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.
- 33.** Submission of Duly filled & signed "Safety Clearance Certificate" as per attachment is mandatory for final clearance of payment.

**ANNEXURE-A "SAFETY"**  
**(COS-OIN/O&M/0015/ Rev-01 ,Date:-02-03-2020)**

---

**(FOR NIT&SERVICE /WORK ORDER)**

**FORM**

**EXAMINING PHYSICIAN'S REPORT**

**1. PERSONAL DETAILS:**

Name \_\_\_\_\_

Sex: Male/ Female

Date of Birth: \_\_\_\_\_

Marital Status: Married/ Unmarried

Designation:      Division& Section: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

General Appearance: \_\_\_\_\_

Present posting:

Type of job \_\_\_\_\_ (occupational hazard, if any) \_\_\_\_\_

Marks of Identification:

I.

II.

Signature of  
Medical Officer: \_\_\_\_\_

Signature of  
Candidate: \_\_\_\_\_

**2. HISTORY:**

a) Personal: \_\_\_\_\_

b) Family:

\_\_\_\_\_

c) Past History: Major Illness/Operations/Injuries with date

\_\_\_\_\_

d) Occupational: Previous \_\_\_\_\_ Duration with year \_\_\_\_\_

Type of work done \_\_\_\_\_

(Details of past exposure to any significant occupational hazards)

e) Female Candidate:

Menstrual History: i) Age at menarche: \_\_\_\_\_ ii) LMP: \_\_\_\_\_

iii) History of miscarriages/abortions/ still births/ congenital malformation etc.

\_\_\_\_\_

### 3. General Examination:

a) Temperature: \_\_\_\_\_ °C

b) Pulse: \_\_\_\_\_ /min

c) Height: \_\_\_\_\_ cm.

d) Weight: \_\_\_\_\_ kg.

e) Blood Pressure: \_\_\_\_\_

f) Acuity of Vision:

		Without glasses	With glasses	Strength of glasses		
				Sph	Cyl	Axis
Distant Vision	RE					
	LE					
Near Vision	RE					
	LE					

**Note:** Detailed visual acuity test to be performed specifically for personnel to be posted as Drivers, Crane operators, Fork-lift operators, Locomotive operators, Firemen, Security personnel)

· Night Blindness \_\_\_\_\_

· Colour Vision: \_\_\_\_\_

· Depth of Vision: \_\_\_\_\_

· Fundus Examination: \_\_\_\_\_

g) Skin condition: Normal/Abnormal Comment if any \_\_\_\_\_

h) Teeth: Normal/Abnormal Comment if any: \_\_\_\_\_

i) Lymph nodes: Normal/Abnormal Comment if any: \_\_\_\_\_

j) ENT: Normal/Abnormal Comment if any \_\_\_\_\_

4. **SYSTEMIC EXAMINATION:**

a) Respiratory system: \_\_\_\_\_

Signature of Medical Officer

**ANNEXURE-A "SAFETY"**  
**(COS-OIN/O&M/0015/ Rev-01 ,Date:-02-03-2020)**

**(FOR NIT&SERVICE /WORK ORDER)**

**APPLICATION FOR ISSUANCE OF HEIGHT PASS**

Valid for 1 year/365 days from the date of issue unless cancelled/ withdrawn earlier by the issuing authority. It should be revalidated free of cost on due application to Industrial Safety Section. In case of loss, applicant must apply and appear for the practical tests.

1. Full Name of applicant (Block Letters): -

2. Present Address:

3. Permanent Address:

4. Age:  5. Sex:  6. Height

7. Gate Pass No:-

8. Date of issue of Gate Pass:

9. Name of Contractor with whom engaged at present:

10. Ref. W/Order No.

11. Description of present job:

12. Previous experience of working at heights:

S. No.	Name of Employer	Duration of employment work experience

13. Do you suffer from any of these ailments: (Write **YES/NO** against each)

- a) Blood Pressure
- b) Epilepsy
- c) Frequent headache or reeling sensation
- d) Flat foot
- e) Mental depression
- f) Limping gait
- g) History of Vertigo

Deceleration:

I hereby declare that the above information furnished by me is true and correct. I shall always wear the safety Harness with double layer and the lifeline whenever working at heights or in depths of about 10 ft. I shall not misuse the height pass issued to me or transfer it to any other person. I shall never come to duty or work at height/depth under influence of alcohol.

Date:

Name :

Signature :

**ANNEXURE-A "SAFETY"**

**(COS-OIN/O&M/0015/ Rev-01 ,Date:-02-03-2020)**

**(FOR NIT&SERVICE /WORK ORDER)**

**SAFETY CLEARANCE CERTIFICATE**

To

The Safety Officer/  
DGM (E&S)

\_\_\_\_\_ Station/Project  
West Bengal Power Development Corporation Ltd.

**Subject:-Clearance regarding fulfillment of Safety requirements as per Annexure-"Safety"**

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 letter by Fire & safety.

**Party Signature with stamp: ---**

\_\_\_\_\_  
*(For use of WBPDC authority only)*

Remarks: -----

1. Total removal of Scrap & Debris by Contractor:-- Done/Not Done
2. Accident happened during contract period:-

***(If not nil, please attach details)***

OFFICER	SIGNATURE WITH NAME	REMARK (IF ANY)
Controlling officer of respective order(Dept),WBPDC		
Safety Officer/ Head of Env & Safety/ Dy. General Manager(E&S)		



## Annexure-C

### **Following documents are needed for Issuance of NEW gate pass: -**

- (i) Photocopy of work order / go-ahead letter.
- (ii) An application of gate pass addressing to SM (HR&A)-O & duly recommended by the utilizer dept.
- (iii) Format of gate pass duly filled in (triplicate) by the agency, mentioning individual ESI& PF code no. & category of workers along with company's ESI and PF code number. This format is to be certified in triplicate copy by the utilizer dept. as well as security dept. before it is placed to HR&A dept.
- (iv) TIC (Temporary Identification Certificate) copy of the workers, for whom gate pass is claimed for the first time under any agency if there is no smart card issued in favour of that person.
- (v) Any photo identity proof of the persons, for whom the gate pass is claimed (preferably Aadhar card).
- (vi) Photographs of the workers concerned. (One time only)
- (vii) In case of highly-skilled engineers or consultant where their monthly wages exceed Rs.21000/- a copy of *Employees Compensation Insurance* is needed.
- (viii) Labour License number to be mentioned in case there are more than 10 workers against a particular work order.

### **Following documents are needed for RENEWAL of gate passe-**

- (i) Photocopy of work order / go-ahead letter.
- (ii) An application of gate pass addressing to SM (HR&A)-O & duly recommended by the utilizer dept.
- (iii) Format of gate pass duly filled in (triplicate) by the agency, mentioning individual ESI & PF code no. & category of workers along with company's ESI and PF code number. This format is to be certified in triplicate copy by the utilizer dept. as well as security dept. before it is placed to HR&A dept.



(iv) Previous copy of gate pass i.e. the third copy of previous gate pass.

**Following documents are needed for issuance of No Objection Certificate (NOC): -**

1. An application for NOC addressing to AM (HR&A) & duly forwarded by the utilizer dept.
2. Attendance sheet for the workers deployed under the work order and for the bill period duly certified by the controlling department.
3. Wages sheet of the workers deployed under the work order for the total bill period.
4. PF combined challan, ECR copy, Confirmation Slip (CRN) for the workers for the total bill period for which the NOC is claimed.
5. ESI challan & payment confirmation slip.
6. A copy of Employees Compensation Insurance certificate for workers who are not covered under ESI act due to their higher salary ceiling more than Rs.21000/- P.M
7. A copy of safety clearance certificate.
8. A copy of gate pass issued.

**Following documents are needed for issuance of No Objection Certificate (NOC) if the work is done outside plant premises and no workers were deployed at BTPS: -**

An application for NOC addressing to AM (HR&A) & duly forwarded by the utilizer dept mentioning that the work is done outside the plant premises and no workers were involved in the total tenure of the work order by BTPS and loading and unloading of materials is done by the Employees of WBPDC.

**DECLARATION BY BIDDER WHILE BIDDING**

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 submitting 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